NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
February 1, 2022
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.

2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

CONSENT AGENDA
The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 3 – 25)

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

4. Discuss, consider and take appropriate action regarding acceptance of a donation of approximately $50,000 to the Williamson County Regional Animal Shelter from the Estate of Connie Reynolds to be used for Williamson County Regional Animal Shelter purposes (Pursuant to Tex. Loc. Gov't Code § 81.032); and authorize the Williamson County Judge to execute any necessary documentation in order to receive the bequest.

5. Discuss, consider and approve the final budget of $208,415 from the ARPA Funding (American Rescue Plan Act) for Project 445P Mental Health Court Surge.

6. Discuss, consider, and take appropriate action to approve the County Attorney December 2021 Monthly Report in compliance with Code of Criminal Procedure 103.005.

7. Discuss, consider, and take appropriate action on approving the County Attorney's Office Racial Profile report for 2021.

8. Discuss, consider and take appropriate action to approve Justice of The Peace, Pct. 1, December 2021 Monthly Report, in compliance with Code of Crim. Proc. §103.005.

9. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Tx. Local Gov't Code 263.152, for the period of 01/01/2022 through 01/31/2022.

10. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) 2001 Generac SD030 Vin #106388, pursuant to Tx. Local Gov't Code 263.152.

11. Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificate of Williamson County relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (Lakeline Apartments Project) Series 2022.

12. Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificate of Williamson County relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (Mission Trail at El Camino Real Apartments) Series 2022.

13. To consider and note in the minutes the completion of the required 20 hours of continuing education hours for County Clerk Nancy E. Rister as prescribed in Tx Govt Code 51.605.

14. Discuss, consider and take appropriate action on approving the lease between Williamson County and SHARP Electronics Corp. for one (1) copy machine in the amount of $405.83 per month for a sixty (60) month lease, for the County Ag Extension Office, pursuant to DIR contract #DIR-CPO-4433, and authorizing the execution of the agreement.

15. Discuss, consider and take appropriate action on approving a lease with SHARP Electronics Corps for one (1) color copy machine for Williamson County Emergency Services, in the amount of $189.37 per month for forty-eight 48-months, pursuant to DIR Contract #DIR-CPO-4433, and authorize the execution of the agreement.

16. Discuss, consider and take appropriate action on authorizing the appointment of Williamson County Sheriff's Office, ACO Supervisor Casey Shannon, to be designated as the Local Rabies Control Authority (LRCA) effective February 1, 2022 for the purposes of the Rabies Control Act of 1981.

17. Discuss, consider and take appropriate action on rescinding purchase of (1) Mac Vu360EKG machine in the amount of $18,115.12 approved under agenda item #24 on December 21, 2021.

18. Discuss, consider, and take appropriate action on approving the agreement between Williamson County and Knight Security for the Liberty Hill Adult Probation Security Camera additions, for the total amount of $16,725.99 with an annual recurring amount of $2,100.00, pursuant to the DIR-CPO 4494 contract, and authorizing the execution of the agreement.

19. Discuss, consider, and take appropriate action on approving the Services Contract between Williamson County and Automated Logic Contracting Services to provide the Preventative Maintenance Secure Assurance Plan in the amount of $31,358.00, per BuyBoard Contract #631-20, and authorizing execution of the agreement.

20. Discuss, consider and take appropriate action on approving a service contract between Williamson County and Danne Cranor d/b/a Lott Fence to provide installation of a new fence at the Williamson County Auction Yard, in the not-to-exceed amount of $4,267.84 and authorizing execution of the agreement. Funding Source is 445P CSCD OFFICE EXP/445A/task 12.

21. Discuss, consider and take appropriate action on Supplemental Agreement No. 1 to Agreement for Design & Engineering Services with Johnston, LLC for the Jail/CJC Master Plan (P432.) Due to changes in classification of this project, the contract is being extended Sixty days (60) for a new termination date of April 21, 2022. Point of contact is Tom Stanfield, Senior Project Manager, Facilities Department.

22. Discuss, consider, and take appropriate action on approving an Interlocal Agreement between Williamson County and Lee County for the sale of one (1) 2004 John Deere 544H Rubber Tire Loader for the amount of $40,594.83, pursuant to Texas Local Government Code 263.152(a)(1), and authorizing the execution of the agreement.

23. Discuss, consider and take any appropriate action regarding termination of both contracts #21IFB19, with Green Dream International, LLC and Vulcan Construction Materials, LLC and authorize County Judge to sign letter proving 30-day notice of termination.

24. Discuss, consider, and take appropriate action on updating the estimated amount authorizing the Purchasing Agent to advertise and receive sealed bids for Davilla Street Culvert Replacement, under IFB #22IFB67. Funding Source is P486.

25. Discuss, consider and take appropriate action on Change Order No 1 to contract number T4679 for Texas Materials Group in the amount of $23,400.47 for CR 266 Milling and Overlay. Funding source: 01.0200.0210.003599.

REGULAR AGENDA

26. Discuss, consider, and acknowledge historical contributions by celebrated black Williamson County trailblazers.

27. Discuss, consider, and take appropriate action to hire Brittany Allen for the 4-H and Youth Development Extension Agent position.

28. Discuss, consider and take appropriate action regarding the request of the Tax Assessor/Collector's office to pay non-exempt staff for overtime in lieu of giving compensatory time. The total amount shall not exceed $10,000 for work performed in association with processing registrations and title transactions in the statutorily mandated deadline.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-001100	Full time Salaries	$10,000.00
To	0100-0499-001110	Overtime	$10,000.00

29. Discuss and consider approving a pay increase for early voting alternate supervisors and clerks for the 2022 Democratic and Republican Primary elections to be held on March 1, 2022.

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$800.00

31. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.004999	Miscellaneous Expense	$800.00

32. Discuss, consider, and take appropriate action regarding the Williamson County Regional Habitat Conservation Plan (RHCP) approval of enrollment of properties participating during the 2021 calendar year (any participation received on or prior to 12/31/21) into the tax benefit financing plan for tax year 2021 and to re-enroll prior year participating properties.

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

34. Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with Construction Activity under TPEDS Construction General Permit (TXR150000) for 22IFB39 - CR 111 Westinghouse Rd, a Road Bond Program in Commissioner Pct. 3 and Pct. 4 P:292 Funding Source: Road Bond.

35. Discuss, consider, and take appropriate action regarding Change Order No. 12 in the amount of ($1,234,080.84) for Project 1812-282 Seward Junction Improvements (Jordan Foster Construction) P:271 and P:274 Funding Source: Road Bond.

36. Discuss, consider, and take appropriate action on awarding RFQ #21RFSQ27 Engineering Services for Corridor J from US183 to IH35 to WSB & Associates (Funding Source P584), Kimley-Horn and Associates, Inc (Funding source P585), and Halff Associates, Inc. (Funding Source P586) to provide engineering services to assist Williamson County staff in the development of schematics and possible design of Corridor J from US 183 to IH 35 and authorizing the execution of the agreements.

37. Discuss, consider and take appropriate action on approving a LTP transfer per Mike Weaver, Road Bond Manager, to transfer $6,720,000 from P463 to P584 (Corridor J IH354 to West of FM2843) in the amount of $3,190,000, P585 (Corridor J West of FM 2843 to East of SH 195) in the amount of $1,180,000 and P586 (Corridor J East of SH 195 to US 183) in the amount of $2,350,000.

38. Discuss, consider, and take appropriate action regarding the closing of Davilla Street and detouring traffic during construction of the Davilla Street Culvert Replacement project, a Road Bond Project in Commissioner Precinct 4. Project: P486.

39. Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the CR 111 (Westinghouse Rd) from FM 1460 to SH 130 Project contract between Williamson County and Steger Bizzell relating to the 2019 Road Bond Program. Project: P292. Fund Source: Road Bonds.

40. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the On-Call Asphalt, Sampling, Testing & Inspection contract between Williamson County and Rodriguez Engineering Laboratories, LLC relating to the 2019 Road Bond Program. Project: As-Needed by Work Authorization. Fund Source: Road Bonds.

41. Discuss, consider and take appropriate action on 13 claims for moving expenses related to the right of way acquisition on Sam Bass Road--Parcel 13. Funding Source: Road Bonds P462
Unit B14- Schnoor
Unit D23- Valles
Unit P66- Garcia
Unit P13- Grace
Unit C01- Spies

Unit- D13- Kam
Unit 109- Kana
Unit A14- Didier
Unit E33- Collier
Unit B08- Mier
Unit 067- Makela
Unit 082- Garcia
Unit E25- Wheeler

42. Discuss, consider and take appropriate action on a real estate contract with Laura Moscatelli for right of way needed on the Liberty Hill Bypass project (Parcel 1). Funding Source: Road Bonds P346

43. Discuss, consider and take appropriate action on 3 letter agreements for a Jonah waterline easement needed on the CR 111/Westinghouse Rd. Project. Funding Source: Road Bonds P292
Parcel 27E- Martinez-Castillo
Parcel 28E- Sandoval
Parcel 32E- Knight/Volpe

44. Discuss, consider and take appropriate action on a relocation claim request for 2nd payment with Raymond and Pamela Cantrell for right of way that was acquired for the Liberty Hill Bypass project (Parcel 45). Funding Source: Road Bonds P346

45. Discuss, consider and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Pulte Homes for Lot 10, Block X, Santa Rita Ranch South Section 8A subdivision – Precinct 2.

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)."

46. 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
h) Discuss the sale of property located adjacent to the existing Williamson County EMS Bay/SO and MOT building at 1801 E. Settlers Boulevard, Round Rock, 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.

47. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
Business prospect(s) that may locate or expand within Williamson County.
a) Project Red Hot Chili Pepper
b) Project Flex Power
c) Project Pearson Ranch
d) Project Fittipaldi
e) Project Venture
f) Project 007
g) Project Acropolis

48. 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) 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.
h) 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.
i) 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.
j) Shamona Harris - EEOC Charge #451-2021-00812.
k) 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.
l) 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.
m) 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.
n) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
o) 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.
p) 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.
q) Kelli Bomer - EEOC Charge #451-2021-00920.
r) Gary Haston - EEOC Charge #451-2021-01145.
s) 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.
t) 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.
u) 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.
v) Jacqueline Robinson - EEOC Charge # 451-2021-01742.
w) Williamson County Landfill Operation Agreement Terms and Conditions.
x) 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.
y) Legal matters pertaining to the Emergency Communications Department.
z) Legal matters pertaining to the GardaWorld contract.
aa) Case No. 5:21-cv-1223-FB Isabel Longoria and Cathy Morgan v. Warren K. Paxton et al., In the United States District Court for the Western District of Texas San Antonio Division.
bb) Claim from Roger Minter

49. 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).

50. 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)

51. Discuss and take appropriate action concerning economic development.

52. Discuss and take appropriate action concerning real estate.

53. 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.
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k) 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.
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n) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
o) 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.
p) 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.
q) Kelli Bomer - EEOC Charge #451-2021-00920.
r) Gary Haston - EEOC Charge #451-2021-01145.
s) 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.
t) 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.
u) 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.
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aa) Case No. 5:21-cv-1223-FB Isabel Longoria and Cathy Morgan v. Warren K. Paxton et al., In the United States District Court for the Western District of Texas San Antonio Division.
bb) Claim from Roger Minter

54. 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.

55. Comments from Commissioners.

56. 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 28th day of January, 2022 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: 02/01/2022

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

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	01/27/2022 09:44 AM
County Judge Exec Asst.	Becky Pruitt	01/27/2022 09:57 AM
Form Started By: Kayla Marek		Started On: 01/27/2022 09:40 AM
Final Approval Date: 01/27/2022		

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
475-County Attorney	0026	15825	$44,152.76	$44,152.76	$49,814.47	$45,508.60	$4,305.87	N/A	Reallocation of position budget to facilitate internal move and external hire as allowed by policy. Surplus salary from PCN 0026 to PCNs 0033, 1631	2/4/2022
475-County Attorney	0033	vacant	N/A	N/A	$78,310.11	$80,006.24	N/A	$1,696.13	Reallocation of position budget to facilitate internal move. Surplus salary from PCN 0026 to PCN 0033	2/4/2022
475-County Attorney	1631	vacant	N/A	N/A	$48,613.29	$51,223.03	N/A	$2,609.74	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 0026 to PCN 1631	2/4/2022
475-County Attorney	0027	14720	$54,982.82	$54,982.82	$60,598.13	$57,425.58	$3,172.55	N/A	Reallocation of position budget to facilitate internal move. Surplus salary from PCN 0027 to PCN 1191	2/4/2022
475-County Attorney	1191	15886	$76,833.69	$80,006.20	$76,833.65	$80,006.20	N/A	$3,172.55	Reallocation of position budget to facilitate internal move. Surplus salary from PCN 0027 to PCN 1191	2/4/2022
475-County Attorney	0020	15749	$45,035.83	$45,035.83	$49,695.26	$46,539.70	$3,155.56	N/A	Reallocation of position budget to facilitate internal move. Surplus salary from PCN 0020 to PCN 0037	2/4/2022
475-County Attorney	0037	15876	$76,850.57	$80,006.20	$76,850.64	$80,006.20	N/A	$3,155.56	Reallocation of position budget to facilitate internal move. Surplus salary from PCN 0020 to PCN 0037	2/4/2022

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
475-County Attorney	0012	vacant	N/A	N/A	$49,203.27	$47,553.21	$1,650.06	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 0012 to PCN 0034	2/4/2022
475-County Attorney	0034	15248	$78,356.14	$80,006.20	$78,356.14	$80,006.20	N/A	$1,650.06	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 0012 to PCN 0034	2/4/2022
509-Building Maintenance	0241	15812	$34,785.30	$37,232.00	$34,785.30	$37,232.00	N/A	$2,446.70	Reallocation of position budget to facilitate internal move and external hire as allowed by policy. Surplus salary from PCN 0225 to PCN 0241; Title and Grade change General Maintenance Tech I (B.18) to General Maintenance Tech II (B.19)	2/4/2022
509-Building Maintenance	0225	Vacant	$0.00	$52,000.00	$54,866.00	$52,419.30	$2,446.70	N/A	Reallocation of position budget to facilitate internal move and external hire as allowed by policy. Surplus salary from PCN 0225 to PCN 0241	2/4/2022
509-Building Maintenance	0238	Vacant	N/A	N/A	N/A	N/A	N/A	N/A	Title and Grade Change only: General Maintenance Tech II (B.19) to General Maintenance Tech I (B.18)	2/4/2022
402-Human Resources	0006	14406	$55,611.44	N/A	$55,611.44	$52,610.26	$3,001.18	N/A	Reallocation of position budget to facilitate internal move and hire/transfer as allowed by policy. Surplus salary from PCN 005 and 006 to PCN 2000 and 0013	2/4/2022

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
402-Human Resources	0005	Vacant	$56,248.57	N/A	$54,610.26	$52,659.96	$1,950.30	N/A	Reallocation of position budget to facilitate internal move and hire/transfer as allowed by policy. Surplus salary from PCN 005 and 006 to PCN 2000 and 0011	2/4/2022
402-Human Resources	0010	15322	$55,145.47	N/A	$55,145.47	$56,611.44	N/A	$1,465.97	Reallocation of position budget to facilitate internal move and hire/transfer as allowed by policy. Surplus salary from PCN 005 and 006 to PCN 2000 and 0012	2/5/2022
402-Human Resources	2000	15855	$51,659.96	N/A	$51,659.96	$55,145.47	N/A	$3,485.51	Reallocation of position budget to facilitate internal move and hire/transfer as allowed by policy. Surplus salary from PCN 005 and 006 to PCN 2000 and 0010	2/4/2022

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **4.**

Meeting Date: 02/01/2022

Charitable Bequest

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 regarding acceptance of a donation of approximately $50,000 to the Williamson County Regional Animal Shelter from the Estate of Connie Reynolds to be used for Williamson County Regional Animal Shelter purposes (Pursuant to Tex. Loc. Gov't Code § 81.032); and authorize the Williamson County Judge to execute any necessary documentation in order to receive the bequest.

Background

Williamson County Regional Animal Shelter and animals were near to Connie Reynolds' heart. She was confident that this gift would be put to good use and could benefit the lives of many.

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	01/21/2022 03:38 PM
Form Started By: Misty Valenta		Started On: 01/21/2022 03:26 PM
Final Approval Date: 01/21/2022		

Commissioners Court - Regular Session **5.**

Meeting Date: 02/01/2022

ARPA-Mental Health Court Surge Project

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and approve the final budget of $208,415 from the ARPA Funding (American Rescue Plan Act) for Project 445P Mental Health Court Surge.

Background

January 18, 2022 under Item 17 the court approved the use of ARPA funds not to exceed $250,000 for the use of Visiting Judge and Visiting Court Reporter to assist with the surge in Mental Health hearings. This is bringing back the final budget for the Commisioners Courts approval. A Visiting Judge and Visiting Court Reporter are considered contract labor. Judge McMaster will utilize this funding during 2022 and 2023 to assist with the mental health docket. The total is $208,415.

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	01/27/2022 08:16 AM
Form Started By: Julie Kiley		Started On: 01/26/2022 09:05 PM
Final Approval Date: 01/27/2022		

Commissioners Court - Regular Session **6.**

Meeting Date: 02/01/2022

County Attorney December 2021 Monthly Report

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

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the County Attorney December 2021 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

December report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/26/2022 11:48 AM
Form Started By: Stephanie Lloyd		Started On: 01/26/2022 11:29 AM
Final Approval Date: 01/26/2022		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of December, 2021.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 26th day of January, 2022, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
STEPHANIE J LLOYD
My Notary ID # 124247546
Expires December 6, 2022

CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	01-Dec-2021	30800	2020-1159	$ 60.00
			08-Dec-2021	30831	2021-1309	$ 1,150.00
			10-Dec-2021	30842	2019-6621 2021-0339	$ 360.00
			14-Dec-2021	30850	2019-6339	$ 60.00
		CO ATTY 1	29-Dec-2021	30920	2019-3732	$ 130.12
		CO ATTY 2	17-Dec-2021	30867	2020-0755	($ 1,145.22)
207015 Total						**$ 614.90**
341300	0406	CO ATTY HC FEES	08-Dec-2021	30831	OCT 2021	$ 180.29
341300 Total						**$ 180.29**
351000	0364	CO ATTY INTERVENTION	01-Dec-2021	30800	2019-6012 2021-0757 2021-0875 2021-1333	$ 1,860.00
			06-Dec-2021	30817	2019-6828 2020-2251 2020-3728	$ 1,500.00
			07-Dec-2021	30821	2021-0286 2021-1626	$ 860.00
			09-Dec-2021	30837	2019-5070 2019-6621 2020-1159 2020-1509 2020-3658	$ 2,070.00
			13-Dec-2021	30847	2020-2612 2020-2660 2021-0707 2021-0860	$ 2,000.00
			14-Dec-2021	30850	2019-6187 2019-6339 2020-3658 2021-1109	$ 1,510.00
			16-Dec-2021	30862	2021-0111 2021-0851	$ 750.00
			21-Dec-2021	30880	2020-0202 2021-0111	$ 750.00
			22-Dec-2021	30889	2020-2546 2020-3005 2021-0597 2021-0626 2020-1961	$ 2,220.00
			27-Dec-2021	30895	2021-1731 2021-2450	$ 1,000.00
			29-Dec-2021	30920	2019-3861 2020-0989 2021-0610 2021-0795	$ 1,860.00
351000 Total						**$ 16,380.00**
352200	0100	CO ATTY	09-Dec-2021	30837	21-1296-CC1/SANDON LEE HELM	$ 100.00
			16-Dec-2021	30862	21-0763-C3 STEPHEN FERNANDO COBO	$ 1,600.00
					21-0775-CC1 ASHLEY LYNN MELENDEZ	$ 150.00
		CO ATTY 1	17-Dec-2021	30867	CAUSE 21-0764-CC3	$ 250.00
		CO ATTY 3	29-Dec-2021	30920	21-0857-CC2/VAUGHN MICHAEL CLARKSON	$ 800.00
					21-1278-CC3/MATTHEW DOUGLAS MYERS	$ 200.00
352200 Total						**$ 3,100.00**
370500	0100	CO ATTY 2	29-Dec-2021	30920	2021-990-PIA	$ 13.20
370500 Total						**$ 13.20**
Grand Total						**$ 20,288.39**

Criminal Restitution December 2021

Payor	Amount	Case #	Deposit Date
Irene Perez Rios	$ 60.00	2020-1159	11/30/2021
	$ 60.00		
Payor	Amount	Case #	Deposit Date
Rudolfo Alderete	$ 1,150.00	2021-1309	12/2/2021
	$ 1,150.00		
Payor	Amount	Case #	Deposit Date
Patricia Ann Wallingsford	$ 60.00	2019-6621	12/9/2021
Tyler Lawrence Hancock	$ 300.00	2021-0339	12/9/2021
	$ 360.00		
Payor	Amount	Case #	Deposit Date
Sherry Sims Saba	$ 60.00	2019-6339	12/14/2021
	$ 60.00		
Payor	Amount	Case #	Deposit Date
Clinton James Gehrke	$ 130.12	2019-3732	12/21/2021
	$ 130.12		

Disbursement Summary

TXWILLIAMSONP
ROD

Collection Date Range: **11/01/2021 - 11/30/2021** **Ignore Tender Holds: No** **Final Copy**

County Attorney **County Attorney Bank**

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	180.00	0.00	0.00	0.00	180.00
CHKRETOVER	Overpayment (Retained by County)	0.29	0.00	0.00	0.00	0.29

	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
Disbursement Summary Totals	180.29	0.00	0.00	0.00	180.29

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
20-00057	Lua, Juana Maria (PID #: 1670313)	CHKFEE	15.00	0.00	0.00	0.00	15.00
21-00021	White, Heather (PID #: 1436682)	CHKFEE	15.00	0.00	0.00	0.00	15.00
21-00032	JENKINS, JEFFREY (PID #: 1769598)	CHKFEE	15.00	0.00	0.00	0.00	15.00
21-00050	Requejo, Bernice M. (PID #: 349560)	CHKFEE	30.00	0.00	0.00	0.00	30.00
21-00053	Pena, Juan Antonio Marquez (PID #: 379503)	CHKFEE	75.00	0.00	0.00	0.00	75.00
		CHKRETOVER	0.29	0.00	0.00	0.00	0.29
21-00054	Strange, Susan (PID #: 1788294)	CHKFEE	30.00	0.00	0.00	0.00	30.00
Totals:			**180.29**	**0.00**	**0.00**	**0.00**	**180.29**

PTI Fee December 2021

11/29/2021	Tricia Leann Raab	$ 500.00	2021-0875	12/1/2021
11/29/2021	BJ Mario Esparza	$ 500.00	2021-0757	12/1/2021
11/30/2021	Annalyn Espedion Alexander	$ 500.00	2019-6012	12/1/2021
11/30/2021	Raul Tovar-Silva	$ 360.00	2021-1333	12/1/2021
		$ 1,860.00		
12/1/2021	Isabelle Christina Mancha	$ 500.00	2019-6828	12/3/2021
12/1/2021	Javier Vasquez Trejo	$ 500.00	2020-3728	12/3/2021
12/2/2021	Dominique Santana Sierra	$ 500.00	2020-2251	12/3/2021
		$ 1,500.00		
12/3/2021	Stephen Harold Murdock	$ 500.00	2021-0286	12/6/2021
12/3/2021	Emilee Kathleen Earthman	$ 360.00	2021-1626	12/6/2021
		$ 860.00		
12/6/2021	Jose Maldonado-Hernandez	$ 500.00	2019-5070	12/8/2021
12/7/2021	Patricia Ann Wallingsford	$ 360.00	2019-6621	12/8/2021
12/7/2021	Irene Perez Rios	$ 500.00	2020-1159	12/8/2021
12/7/2021	Rekita Lane Chenault	$ 360.00	2020-1509	12/8/2021
12/7/2021	Victoria Leigh Jordan	$ 350.00	2020-3658	12/8/2021
		$ 2,070.00		
12/8/2021	Nicolas Gutierrez	$ 500.00	2020-2612	12/10/2021
12/8/2021	Monica Marie Smith	$ 500.00	2020-2660	12/10/2021
12/9/2021	Christopher Lee West	$ 500.00	2021-0707	12/10/2021
12/9/2021	Odirivogho Ekemike	$ 500.00	2021-0860	12/10/2021
		$ 2,000.00		
12/10/2021	Alexander Michael Rizzo	$ 500.00	2019-6187	12/13/2021
12/10/2021	Sherry Sims Saba	$ 500.00	2019-6339	12/13/2021
12/10/2021	Issia Abbygail Padilla	$ 500.00	2021-1109	12/13/2021
12/11/2021	Victoria Leigh Jordan	$ 10.00	2020-3658	12/13/2021
		$ 1,510.00		
12/13/2021	Waqas Haider	$ 500.00	2021-0851	12/15/2021
12/14/2021	Jon Michael Garcia	$ 250.00	2021-0111	12/15/2021
		$ 750.00		
12/17/2021	Jon Michael Garcia	$ 250.00	2021-0111	12/20/2021
12/17/2021	Samuel David Martin	$ 500.00	2020-0202	12/20/2021
		$ 750.00		
12/19/2021	Zachary Ortega	$ 510.00	2020-3005	12/22/2021
12/20/2021	Zachary Ortega	$ (10.00)	2020-3005	12/22/2021
12/20/2021	Leann Michelle Evans	$ 500.00	2020-2546	12/22/2021
12/20/2021	Vickie Renee Emory	$ 500.00	2021-0597	12/22/2021
12/20/2021	Larisa Jeanne Poplawski Malagari	$ 360.00	2021-0626	12/22/2021
12/21/2021	Phoebe Jean Whitted	$ 360.00	2020-1961	12/22/2021
		$ 2,220.00		
12/22/2021	Jose Gilberto Quevedo-Flores	$ 500.00	2021-1731	12/27/2021
12/22/2021	Jessie Daniel Alvarado	$ 500.00	2021-2450	12/27/2021
		$ 1,000.00		
12/27/2021	Crystal Ann Bustillos	$ 500.00	2019-3861	12/29/2021
12/27/2021	Rishi Pravin Garach	$ 500.00	2021-0610	12/29/2021
12/27/2021	Christin Monroe Sherburne	$ 500.00	2021-0795	12/29/2021
12/28/2021	Anissa Jolene Chavez	$ 360.00	2020-0989	12/29/2021
		$ 1,860.00		

PIA Fee December 2021

12/21/2021	Penny Smith	$ 13.20	2021-990-PIA	12/21/2021	$ 13.20	$ 13.20

Commissioners Court - Regular Session **7.**

Meeting Date: 02/01/2022

2021 Racial Profile Report

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

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the County Attorney's Office Racial Profile report for 2021.

Background

As per the Texas Code of Criminal Procedure Article 2.132, we are filing this report with TCOLE as Exempt status.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Racial Profile report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/26/2022 02:28 PM
Form Started By: Stephanie Lloyd		Started On: 01/26/2022 01:36 PM
Final Approval Date: 01/26/2022		

General Counsel
Jason Nassour
Criminal Division Chief
Laura Gorman
Chief Family Justice Attorney
Elizabeth Watkins
Chief Juvenile Attorney
Michael Cox

DEE HOBBS
COUNTY ATTORNEY

405 M.L.K. Street #7
Georgetown, Texas 78626

Office Administrator
Stephanie Lloyd
Chief of Staff
Peggy Vasquez
Chief Investigator
Rudy Gonzalez
Evidence Director
Michael Etheridge

Phone (512) 943-1111 • Fax (512) 943-1120

MEMORANDUM

TO: Williamson County Commissioners Court
FROM: Dee Hobbs, County Attorney
DATE: February 1, 2022
SUBJECT: 2021 Racial Profiling Report

Pursuant to the Texas Code of Criminal Procedure Article 2.132, please be advised the County Attorney's Office is "exempt" from statistical reports for Traffic and pedestrian stops, otherwise known as Racial Profiling reports and has filed the exempt status with the Texas Commission on Law Enforcement for the 2021 reporting year.

The County Attorney's Office files the Exempt status based on the "exempt" definition found on the Texas Commission on Law Enforcement website which is defined as agencies that do not routinely make motor vehicle stops. Should an Investigator make a traffic stop, they are required to complete a field contact information sheet per office policy.

Respectfully,

Doyle "Dee" Hobbs Jr.
County Attorney

Rudy Gonzalez
Chief Investigator

Commissioners Court - Regular Session **8.**

Meeting Date: 02/01/2022

Justice of The Peace 1 December 2021 Monthly Report

Submitted For: KT Musselman **Submitted By:** Geneva Salazar, J.P. Pct. #1

Department: J.P. Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of The Peace, Pct. 1, December 2021 Monthly Report, in compliance with Code of Crim. Proc. §103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DECEMBER_2021_EOM_REPORT_JP1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/24/2022 07:57 AM
Form Started By: Geneva Salazar		Started On: 01/21/2022 04:52 PM
Final Approval Date: 01/24/2022		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of The Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of December, 2021.

KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 20th day of January 2022 to certify which witness my hand and seal of office.

NOTARY PUBLIC
in and for the State of Texas

RAVEN McGUFFIN
NOTARY PUBLIC
STATE OF TEXAS
ID# 13199787-4
My Comm. Exp. Apr. 26, 2023

Payment Report - Transaction/Adjustment Detail

Transaction Date: **12/01/2021 - 12/31/2021** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**43,680.28**	**43,680.28**
Total Adjustments Impacting Payments		**(891.00)**	**(891.00)**
Final Fee Code Totals		**42,789.28**	**42,789.28**
Tender Method Summary			
Tender Types	Cash	4,693.00	4,693.00
	Cashier's Check	313.00	313.00
	Check	1,948.00	1,948.00
	Credit Card	16,280.63	16,280.63
	E-File Credit Card	9,893.75	9,893.75
	Money Order	2,434.00	2,434.00
	Over-the-counter Credit Card	8,117.90	8,117.90

Payment Report - G/L and Fund Summary

Transaction Date: **12/01/2021 - 12/31/2021** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-1-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	96.63
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	5.06
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	6,006.76
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	6,060.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	249.35
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-1-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	5.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	118.61
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	12,573.45
01-0100-0000-362021 - COURT TRANSACTION FEES	L-004-1-01-0100-0000-362021: 01-0100-0000-362021 - COURT TRANSACTION FEES	0.30
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-001-9999999999999: Liability Place Holder	1,656.06
	0100 - General Fund Total:	**26,771.22**
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	9.04
	0360 - Courthouse Security Fund Total:	**9.04**
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	3.01
	0361 - JP Security Fund Total:	**3.01**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	696.77
	0365 - Child Safety Fund Total:	**696.77**
0372 - Justice Court Technology Fund		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	12.05
	0372 - Justice Court Technology Fund Total:	**12.05**
0373 - JP-1 Truancy Program Fund		
01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	L-004-1-01-0373-0000-341917: 01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	150.00
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	15.06
	0373 - JP-1 Truancy Program Fund Total:	**165.06**

Payment Report - G/L and Fund Summary

Transaction Date: **12/01/2021 - 12/31/2021** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-1-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,470.00
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	6.02
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	120.51
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	7,209.99
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	12.05
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	18.08
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-1-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	735.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	80.00
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-1-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.20
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-1-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	30.64
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	4,125.65
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	6.04
01-0399-0000-208720 - SEATBELT FINES	L-004-1-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	73.45
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-1-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	882.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-1-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	350.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-1-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	12.50
	0399 - State Agency Fund Total:	**15,132.13**
	Fee Totals for All Funds:	**42,789.28**

Payment Report - Fee Code Summary

Transaction Date: **12/01/2021 - 12/31/2021** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	199.35	46	0.00	0	(5.00)	1	194.35	47
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	75.00	15	0.00	0	0.00	0	75.00	15
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	324.52	67	0.00	0	(5.00)	1	319.52	68
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	7,333.99	126	0.00	0	(124.00)	2	7,209.99	128
2020CDF	Compliance Dismissal Fine	50.00	5	0.00	0	0.00	0	50.00	5
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	282.02	34	0.00	0	(10.00)	1	272.02	35
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,684.06	128	0.00	0	(28.00)	2	1,656.06	130
2020LTF	Local Traffic Fine (TC 542.403)	253.53	92	0.00	0	(6.00)	2	247.53	94
2020STF	State Traffic Fine (TC 542.4031)	4,225.65	92	0.00	0	(100.00)	2	4,125.65	94
2020TPF	Time Payment Fee CCP 102.030	116.11	9	0.00	0	0.00	0	116.11	9
AB	Abstract	10.00	2	0.00	0	0.00	0	10.00	2
ADMIN	Administration Fee [CCP 102.072]	2.00	1	0.00	0	(1.70)	1	0.30	2
AFCA1	Arrest/Service Fee - Const. Pct. 1	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	15.00	3	0.00	0	(10.00)	2	5.00	5
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	9.32	2	0.00	0	(4.26)	1	5.06	3
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	234.58	6	0.00	0	(114.07)	3	120.51	9
CCFF	Counter/Cross Claim Filing Fee	25.00	1	0.00	0	0.00	0	25.00	1
CCOP	Civil Copies	1.00	1	0.00	0	0.00	0	1.00	1
CERT	Certified Copy	17.00	4	0.00	0	0.00	0	17.00	4
CFINE	County Fine	12,808.35	94	200.00	1	(434.90)	5	12,573.45	100
CHS	Courthouse Security Fee (CCP 102.017)	17.60	6	0.00	0	(8.56)	3	9.04	9
CHSJC	JP Security Fee (CCP 102.017)	5.86	6	0.00	0	(2.85)	3	3.01	9
COLLFEE	Collection Agency Fee	96.63	1	0.00	0	0.00	0	96.63	1
CONT1	Constable Service Fee Pct #1	4,410.00	52	0.00	0	0.00	0	4,410.00	52
CSSF	Child Safety School Fee (CCP 102.014(c))	721.77	35	0.00	0	(25.00)	1	696.77	36
DDF	Deferred Disposition Fee	1,274.00	10	200.00	1	(200.00)	1	1,274.00	12
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	30.53	4	0.00	0	(14.63)	2	15.90	6
EFF	Electronic Filing Fee	1,470.00	147	0.00	0	0.00	0	1,470.00	147

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **12/01/2021 - 12/31/2021** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
FNTC1	Child Safety Seat Fine Trauma Center	73.45	1	0.00	0	0.00	0	73.45	1
IDF	Indigent Defense Fee (LGC 133.107)	11.74	6	0.00	0	(5.70)	3	6.04	9
ISF	Indigent Legal Services Fee	882.00	147	0.00	0	0.00	0	882.00	147
JCF	Civil Filing Fee	3,525.00	141	0.00	0	0.00	0	3,525.00	141
JCTF	Judicial/Court Training Fee Due to State	735.00	147	0.00	0	0.00	0	735.00	147
JCTF	Justice Court Technology Fee (CCP 102.0173)	23.46	6	0.00	0	(11.41)	3	12.05	9
JFR	Jury Reimbursement Fee (CCP 102.0045)	23.46	6	0.00	0	(11.41)	3	12.05	9
JTP	Juvenile Truancy Program (CCP 102.0174)	29.32	6	0.00	0	(14.26)	3	15.06	9
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	5.86	6	0.00	0	(2.85)	3	3.01	9
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	5.86	6	0.00	0	(2.85)	3	3.01	9
JURY	Jury Fee	66.00	3	0.00	0	0.00	0	66.00	3
JUSFC	Judicial Support Fund - County (LGC 133.105)	3.52	6	0.00	0	(1.71)	3	1.81	9
JUSFS	Judicial Support Fund - State (LGC 133.105)	31.67	6	0.00	0	(15.40)	3	16.27	9
MISCOP	Miscellaneous Copy Fees	0.75	1	0.00	0	0.00	0	0.75	1
MVF	Moving Violation Fee (CCP 102.022)	0.49	5	0.00	0	(0.29)	3	0.20	8
SCFF	Small Claims Filing Fee	125.00	5	0.00	0	0.00	0	125.00	5
SFMCWV	State Fine - Motor Carrier Weight Violation	350.00	1	0.00	0	0.00	0	350.00	1
STF	State Traffic Fee (TC 542.4031)	103.23	3	0.00	0	(72.59)	2	30.64	5
STFS	State Traffic Fine Due To State (HB2048)	50.00	1	0.00	0	(50.00)	1	0.00	2
TCC	Truancy Court Cost (HB2398)	150.00	3	0.00	0	0.00	0	150.00	3
TPCC2	Time Payment Fee County 2.50	2.50	1	0.00	0	0.00	0	2.50	1
TPS	Time Payment Fee - State	12.50	1	0.00	0	0.00	0	12.50	1
UFA	Uniform Traffic Act (TC 542.403)	11.60	4	0.00	0	(8.56)	3	3.04	7
WARC1	Warrant Fee - Constable Pct. 1	50.00	1	0.00	0	0.00	0	50.00	1
WPOSS	Writ of Possession	55.00	11	0.00	0	0.00	0	55.00	11
WSF1	JP1 - Writ Service Fee	1,650.00	11	0.00	0	0.00	0	1,650.00	11

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	43,680.28	1,526	400.00	2	(1,291.00)	66	42,789.28	1,594

Commissioners Court - Regular Session **9.**

Meeting Date: 02/01/2022

Assets for Transfer Monthly Report 2.1.22

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Tx. Local Gov't Code 263.152, for the period of 01/01/2022 through 01/31/2022.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Transfer Monthly Report 2.1.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/27/2022 06:25 AM
County Judge Exec Asst.	Becky Pruitt	01/27/2022 08:03 AM
Form Started By: Mary Watson		Started On: 01/18/2022 02:48 PM
Final Approval Date: 01/27/2022		

*January 2022 Monthly Report **Court Date:** 2/1/2022

Williamson County - Assets for Transfer

Agenda #: 28409

Item	Serial Number	Quantity	From Department	To Department
HP Designjet T2300 Plotter	CN2C7DK008	1	Emergency Services Dept.	Sheriff's Office2

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 06-01-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Capital Asset (greater than $5000)
1. Quantity (Mandatory):	1
1. Description:	HP Designjet T2300 plotter
1. Manufacturer ID #:	CN2C7DK008
1. Oracle Asset #:	75134
1. Condition of Assets:	Working
Transferring Dept.:	Emergency Services Dept.
Transferring Dept. Contact Person	Damaris Morales
Transferring Dept. Contact Ph#:	5128648248
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Chris Connealy 1/7/2021 12:14 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Sheriff's Office
Receiving Department Contact Person:	James D. Carmona
Receiving Dept. Contact Ph#:	512-943-1323
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	James D. Carmona
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ James Carmona 1/4/2022 10:08 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	2/1/2022

Asset Status Change

Commissioners Court - Regular Session **10.**

Meeting Date: 02/01/2022

V/E Assets for Auction 2.1.22

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) 2001 Generac SD030 Vin #106388, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

V/E Assets for Auction 2.1.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/27/2022 06:27 AM
County Judge Exec Asst.	Becky Pruitt	01/27/2022 08:04 AM
Form Started By: Mary Watson		Started On: 01/18/2022 02:49 PM
Final Approval Date: 01/27/2022		

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	507 - RCS- Radio Communication Systems
County VIN/Serial Number	106388
Equipment/Door Number	RR0182
License Plate	n/a
Year	2001
Make	Generac
Model	SD030
Comments (mileage, mechanical issues, other info)	Dept 4545 in FASTER - removed, replaced, and disposed of per PO 179179 - Motorola Generator Replacement
Elected Official/Department Head/Authorized Staff Digital Signature2	✗
Receiving Department Signature2	✗
Method of Status change: This vehicle is to be considered for: (select one)	Other
Fleet Comments	Unit was disposed of as part of of the replacement project per Paul Swisher.
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 1/25/2022 3:51 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 11/2/2021 12:10 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Nancy Schiller 11/2/2021 4:13 PM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 1/25/2022 4:17 PM

Commissioners Court - Regular Session **11.**

Meeting Date: 02/01/2022

Cap Area Housing Lakeline Apts

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificate of Williamson County relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (Lakeline Apartments Project) Series 2022.

Background

This certificate is required by 1 TX A.D.C. §53.229 and must be submitted to the Attorney General of the State of Texas, who must approve all documentation relating to the Bonds prior to their issuance. The certificates sets forth the Williamson County Commissioners Court previously authorized membership in the Capital Area Housing Finance Corporation ("Corporation"); approved the bylaws for the Corporation; has not taken any action to limit the effectiveness of the resolution authorizing the issuance of the Bonds or any way affecting the proceedings relating to the issuance of such Bonds; has not created any other corporation that currently has the power to make home mortgages or loans to lending institutions; and, to the best knowledge of the governing body, that no litigation exists in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is a party. The Bonds will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with 1 TX A.D.C. §53.229.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAHFC Lakeline Apartments Project

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/21/2022 03:39 PM
Form Started By: Hal Hawes		Started On: 01/21/2022 03:27 PM
Final Approval Date: 01/21/2022		

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

January 19, 2022

Hal Hawes
Williamson County, General Counsel
Office of Williamson County Judge
710 S. Main Street, Suite 101
Georgetown, Texas 78626

Re: Capital Area Housing Finance Corporation
Multifamily Housing Revenue Refunding Bonds
(Lakeline Apartments Project) Series 2022

Dear Mr. Hawes:

The Capital Area Housing Finance Corporation (the *"Corporation"*) will issue the above captioned Bonds in an aggregate principal amount not to exceed $35,000,000 in order to provide funds to refund the Bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Lakeline Apartments Project), Series 2001A", the proceeds of which were used to finance the development located in the City of Leander, Williamson County. The Bonds will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

In connection with the issuance by the Corporation of the above-referenced Bonds, enclosed herewith are two (2) copies of the General and No Litigation Certificate (the *"General Certificate"*) for execution by Judge Gravell as the County Judge of the County of Williamson. I have included below for your convenience a description of the legal requirements behind the General Certificate.

The General Certificate is required by 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) and must be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate**.

Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. **Otherwise, if all is in order, please execute both signature pages**

for the General Certificate and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Wednesday, February 23, 2022.

CAPITAL AREA HOUSING FINANCE CORPORATION

By _____
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Williamson County, Texas (the *"County"*). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the *"Attorney General"*) and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the *"Corporation"*) related to the issuance by the Corporation of its multifamily housing revenue bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Refunding Bonds (Lakeline Apartments Project) Series 2022" issued in one or more series in an aggregate principal amount not to exceed $35,000,000 (the *"Bonds"*).

2. The Commissioners Court (the *"Governing Body"*) of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the *"Act"*), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The County has appointed Commissioner Russ Boles to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall

be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Bill Gravell

ATTEST

By_____
[Deputy] County Clerk

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]

Commissioners Court - Regular Session **12.**

Meeting Date: 02/01/2022

CAHFC Mission Trail

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificate of Williamson County relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (Mission Trail at El Camino Real Apartments) Series 2022.

Background

This certificate is required by 1 TX A.D.C. §53.229 and must be submitted to the Attorney General of the State of Texas, who must approve all documentation relating to the Bonds prior to their issuance. The certificates sets forth the Williamson County Commissioners Court previously authorized membership in the Capital Area Housing Finance Corporation ("Corporation"); approved the bylaws for the Corporation; has not taken any action to limit the effectiveness of the resolution authorizing the issuance of the Bonds or any way affecting the proceedings relating to the issuance of such Bonds; has not created any other corporation that currently has the power to make home mortgages or loans to lending institutions; and, to the best knowledge of the governing body, that no litigation exists in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is a party. The Bonds will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with 1 TX A.D.C. §53.229.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAHFC Mission Trail Apts

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/21/2022 03:39 PM
Form Started By: Hal Hawes		Started On: 01/21/2022 03:29 PM
Final Approval Date: 01/21/2022		

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

January 19, 2022

Hal Hawes
Williamson County, General Counsel
Office of Williamson County Judge
710 S. Main Street, Suite 101
Georgetown, Texas 78626

Re: Capital Area Housing Finance Corporation
Multifamily Housing Governmental Note
(Mission Trail at El Camino Real Apartments), Series 2022

Dear Mr. Hawes:

The Capital Area Housing Finance Corporation (the *"Corporation"*) will issue the above captioned Governmental Note in an aggregate principal amount not to exceed $43,000,000 in order to provide funds to refund the Governmental Note entitled "Capital Area Housing Finance Corporation Multifamily Housing Governmental Note (Mission Trail at El Camino Real Apartments), Series 2019", the proceeds of which were used to finance the development located in the City of San Marcos, Hays County. The Governmental Note will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Governmental Note. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Governmental Note.

In connection with the issuance by the Corporation of the above-referenced Governmental Note, enclosed herewith are two (2) copies of the General and No Litigation Certificate (the *"General Certificate"*) for execution by Judge Gravell as the County Judge of the County of Williamson. I have included below for your convenience a description of the legal requirements behind the General Certificate.

The General Certificate is required by 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) and must be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Governmental Note prior to the issuance of the Governmental Note. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate**.

Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. **Otherwise, if all is in order, please execute both signature pages for the General Certificate and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Wednesday, February 23, 2022.**

CAPITAL AREA HOUSING FINANCE CORPORATION

By _____
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Williamson County, Texas (the *"County"*). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the *"Attorney General"*) and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the *"Corporation"*) related to the issuance by the Corporation of its multifamily housing governmental note entitled "Capital Area Housing Finance Corporation Multifamily Housing Governmental Note (Mission Trail at El Camino Real Apartments), Series 2022" issued in one or more series in an aggregate principal amount not to exceed $43,000,000 (the *"Governmental Note"*).

2. The Commissioners Court (the *"Governing Body"*) of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the *"Act"*), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The County has appointed Commissioner Russ Boles to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Governmental Note or in any way affecting the proceedings relating to the issuance of the Governmental Note.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Governmental Note, or in any way contesting or affecting the validity or enforceability of the Governmental Note or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Governmental Note, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Governmental Note and this

Certificate shall be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Governmental Note to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Governmental Note. The Governmental Note is not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Bill Gravell

ATTEST

By_____
[Deputy] County Clerk

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]

Commissioners Court - Regular Session **13.**

Meeting Date: 02/01/2022

County Clerk CE 2021

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

To consider and note in the minutes the completion of the required 20 hours of continuing education hours for County Clerk Nancy E. Rister as prescribed in Tx Govt Code 51.605.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

County Clerk CE hours 2021

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/21/2022 01:52 PM
Form Started By: Nancy Rister		Started On: 01/20/2022 06:30 PM
Final Approval Date: 01/21/2022		

COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

Certificate of Completion Awarded to

Nancy E. Rister

Williamson County, County Clerk

For completing the required 20 Hours of Continuing Education for 2021 as prescribed in Section 51.605 of the Texas Government Code.

In Witness therefore, recognition is hereby made this January 2022.

Lisa Johnson, President

Patti Henry, Vice President

Commissioners Court - Regular Session **14.**

Meeting Date: 02/01/2022

Sharp Lease Agreement for Williamson County Ag Extension 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 between Williamson County and SHARP Electronics Corp. for one (1) copy machine in the amount of $405.83 per month for a sixty (60) month lease, for the County Ag Extension Office, pursuant to DIR contract #DIR-CPO-4433, and authorizing the execution of the agreement.

Background

Approval of this lease will support the operations of the Williamson County Ag Extension Office. The proposed lease through SHARP Electronics is for a term of 60 months effective March 1, 2022, and includes one (1) copy machine at a monthly rate of $405.83 (Including 5000 B/W copies per month with overages charged at $0.0084 ea, 5000 CLR copies per month with overages charged at $0.049 ea., delivery, installation, training, parts, labor, toner and staples). Funding is approved for FY22. This expenditure will be charged to 01.0100.00665.004621. Department contact is Katherine Whitney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sharp Lease for Ag Extension Redacted

DIR CPO 4433 Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/27/2022 07:10 AM
County Judge Exec Asst.	Becky Pruitt	01/27/2022 08:04 AM
Form Started By: Mary Watson		Started On: 01/21/2022 02:06 PM
Final Approval Date: 01/27/2022		

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:	**12/16/21**
[redacted]	

Customer Name/Invoice Address:	**Delivery Address:**
Williamson County	**Williamson County**
Extension Service	**Extension Service**
100 Wilco Way	**100 Wilco Way**
Georgetown, TX 78626	**Georgetown, TX 78626**

Contact Name	**Kate Whitney**	**Phone:**	512.943.1663
		E-Mail:	kate.whitney@wilco.org
SHARP Business Systems, M.D. Leonard		**Quoting Reseller:**	SHARP Business Systems, 14400 The Lakes Blvd, Ste 201C Pflugerville, Texas 78660 512-835-1000 **MDL**
Dealer Authorized Signature MDLeonard 12/16/21		**Installing Reseller:**	SHARP Business Systems, 14400 The Lakes Blvd, Ste 201C Pflugerville, Texas 78660 512-835-1000 **MDL**

Item	Description	QTY		Cost/Mo.
1	**Sharp MX-4071; 40 ppm FULL COLOR Digital Copier** **w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer** MX-DE27N; Stand w/ (3) addt'l 550 Sheet Paper Drawers (Total of 4 Paper Drawers plus 100 Sheet Bypass Tray) MX-FN27N; Inner Finisher MX-PN14B; 3 Hole Punch Includes: 5,000 BLK copies/mo.; Overages @ $0.0084 ea. 5,000 CLR copies/mo.; Overages @ $0.049 ea. Includes: Delivery, Installation, Training, Parts, Labor, Toner, and Staples			$405.83
	State of Texas DIR 60 Month Lease		**Monthly Total**	**$405.83**

P.O. NUMBER:

DATE:

SAMPLE PO

VENDOR:
SHARP ELECTRONICS CORPORATION
C/O SHARP BUSINESS SYSTEMS
100 PARAGON DR, BOX Q
MONTVALE, NJ 07645

REQUESTED BY: WHITNEY, KATE
512.943.3300

SHIP TO:
WILLIAMSON COUNTY EXTENSION SERVICE
100 WILCO WAY
GEORGETOWN, TX 78626

BILL TO:
WILLIAMSON COUNTY EXTENSION SERVICE
100 WILCO WAY
GEORGETOWN, TX 78626

Description	Price	Per	Amount
SHARP MX-4071	405.83	~~08~~ 07	~~3,246.64~~ 2,840.81
~~02/01/22~~ 03/01/22 THRU 09/30/22			

PER ATTACHED SHARP QUOTE NO.: WC ES 1
60 MONTH DIR-CPO-4433 LEASE

Total ~~1,590.50~~ 2,840.81

AUTHORIZED BY:

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Sharp Electronics Corporation

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Sharp Electronics Corporation (hereinafter "Vendor"), with its principal place of business at 100 Paragon Drive, Montvale, NJ 07645.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this

paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix E or Appendix F, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Brenda Siemer
Sharp Electronics Corporation
100 Paragon Drive Montvale, NJ 07645
Phone: (201) 529-0354
Facsimile: (201) 529-9454
Email: siemerb@sharpsec.com

7. Software License, Service and Leasing Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

C. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

D. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

E. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank)

This Contract is executed to be effective as of the date of last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Mike Marusic

Title: President

Date: 08/02/2019

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 08/09/2019

Office of General Counsel: Signature on File: 08/07/2019

Commissioners Court - Regular Session **15.**

Meeting Date: 02/01/2022

Sharp Lease Agreement for Emergency Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a lease with SHARP Electronics Corps for one (1) color copy machine for Williamson County Emergency Services, in the amount of $189.37 per month for forty-eight 48-months, pursuant to DIR Contract #DIR-CPO-4433, and authorize the execution of the agreement.

Background

Approval of this lease will support the operations of Williamson County Emergency Services Department. The proposed lease term is 48-months effective 3/1/2022 which includes 4,000 copies/prints per month overages @ $0.0084 each and all color copies @$0.050. Department point of contract is Damaris Morales. The expenditure will be charged to 01.0100.0451.004621.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

DIR CPO Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/27/2022 07:14 AM
County Judge Exec Asst.	Becky Pruitt	01/27/2022 08:08 AM
Form Started By: Andrew Portillo		Started On: 01/25/2022 12:58 PM
Final Approval Date: 01/27/2022		

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:	12/07/21
Quote No: WC ES CLR	

Customer Name/Invoice Address:	Delivery Address:
Williamson County Emergency Services	Williamson County Emergency Services
911 Tracy Chambers Lane	911 Tracy Chambers Lane
Georgetown, TX 78626	Georgetown, TX 78626

Contact Name	Julia Cooper	Phone:	512.864.8200
		E-Mail:	jcooper@wilco.org
SHARP Business Systems, M.D. Leonard		Quoting Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL
Dealer Authorized Signature MDLeonard 12/07/21		Installing Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL

Item	Description	QTY		Cost/Mo.
1	**Sharp MX-5071; 50 ppm Digita Full COLOR Copier** **w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer** MX-DE26N; Stand w/ (2) addt'l 550 Sheet Paper Drawers (total of 3 paper drawers plus by-pass tray) MX-FN27N; Inner Finisher MX-PN14B; 3 Hole Punch MX-FX15: Fax Kit Includes: 4,000 BLK copies/mo.; Overages @ $0.0084 ea. All CLR copies @ $0.0500 ea. Includes: Delivery, Installation, Training, Parts, Labor, Toner, and Staples			$189.37
	State of Texas DIR 48 Month Lease		**Monthly Total**	**$189.37**

P.O. NUMBER:

DATE:

SAMPLE PO

VENDOR:
SHARP ELECTRONICS CORPORATION
C/O SHARP BUSINESS SYSTEMS
100 PARAGON DR, BOX Q
MONTVALE, NJ 07645

REQUESTED BY: COOPER, JULIA
512.864.8200

SHIP TO:
WILLIAMSON COUNTY EMERGENCY SERVICES
911 TRACY CHAMBERS LANE
GEORGETOWN, TX 78626

BILL TO:
WILLIAMSON COUNTY EMERGENCY SERVICES
911 TRACY CHAMBERS LANE
GEORGETOWN, TX 78626

Description	Price	Per	Amount
SHARP MX-5071	189.37	~~08~~ 07	1,514.96 / 1,325.59 (M)

$189.37 PER MONTH
FROM ~~02/01/22~~ 03/01/22 (M) THRU 09/30/22

NOTES TO SUPPLIER
48 MONTH DIR-CPO-4433 LEASE
PER DIR QUOTE No.: WC ES CLR

Total 1,514.96 / 1,325.59 (M)

AUTHORIZED BY:

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Sharp Electronics Corporation

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Sharp Electronics Corporation (hereinafter "Vendor"), with its principal place of business at 100 Paragon Drive, Montvale, NJ 07645.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this

paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix E or Appendix F, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Brenda Siemer
Sharp Electronics Corporation
100 Paragon Drive Montvale, NJ 07645
Phone: (201) 529-0354
Facsimile: (201) 529-9454
Email: siemerb@sharpsec.com

7. Software License, Service and Leasing Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

C. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

D. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

E. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank)

This Contract is executed to be effective as of the date of last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Mike Marusic

Title: President

Date: 08/02/2019

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 08/09/2019

Office of General Counsel: Signature on File: 08/07/2019

Sharp Electronics Corporation
DIR-CPO-4433 Appendix C, Pricing Index (per Amendment 5)

Monochrome, B&W MFD	
Volume Band M1	1 - 30 Pages Per Minute (PPM)
Volume Band M2	31 - 49 Pages Per Minute (PPM)
Volume Band M3	50 - 68 Pages Per Minute (PPM)
Volume Band M4	69 - 89 Pages Per Minute (PPM)
Volume Band M5	90 + Pages Per Minute (PPM)
Color and B&W MFD	
Volume Band C1	1 - 30 Pages Per Minute (PPM)
Volume Band C2	31 - 50 Pages Per Minute (PPM)
Volume Band C3	51 + Pages Per Minute (PPM)

Managed Print Services, Network Devices, Non-network Devices				
CATEGORY	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**Discount % off MSRP**
Volume Band M5	Sharp Black & White MFD	105-PPM High speed monochrome digital document system	MX-M1055	74.31%
Volume Band M5	Sharp Black & White MFD	120-PPM High speed monochrome digital document system	MX-M1205	73.84%
Volume Band M1	Sharp Black & White MFD	26 PPM B&W Workgroup Document System	MX-M2651	68.79%
Volume Band M1	Sharp Black & White MFD	30 PPM B&W Workgroup Document System	MX-M3051	73.21%
Volume Band M1	Sharp Black & White MFD	30 PPM B&W Workgroup Document System	MX-M3071	73.29%
Volume Band M2	Sharp Black & White MFD	35 PPM B&W Workgroup Document System	MX-M3551	74.77%
Volume Band M2	Sharp Black & White MFD	35 PPM B&W Workgroup Document System	MX-M3571	73.92%
Volume Band M2	Sharp Black & White MFD	40 PPM B&W Workgroup Document System	MX-M4051	75.25%
Volume Band M2	Sharp Black & White MFD	40 PPM B&W Workgroup Document System	MX-M4071	76.19%
Volume Band M3	Sharp Black & White MFD	50 PPM B&W Workgroup Document System	MX-M5051	74.09%
Volume Band M3	Sharp Black & White MFD	50 PPM B&W Workgroup Document System	MX-M5071	74.51%
Volume Band M3	Sharp Black & White MFD	60 PPM B&W Workgroup Document System	MX-M6051	72.76%
Volume Band M3	Sharp Black & White MFD	60 PPM B&W Workgroup Document System	MX-M6071	76.23%
Volume Band M4	Sharp Black & White MFD	75 PPM Monochrome Workgroup Document System	MX-M7570	78.25%
Volume Band M5	Sharp Black & White MFD	90-PPM High speed monochrome digital document system	MX-M905	75.31%
Volume Band M2	Sharp Black & White MFD	35 PPM B&W - Desktop B/W Document System	MX-B376W	68.47%
Volume Band M2	Sharp Black & White MFD	45 PPM B&W - Desktop B/W Document System	MX-B476W	69.30%
Volume Band C1	Sharp Color MFD	26 PPM B&W / 26 PPM Full-Color Workgroup Document System	MX-2651	69.80%
Volume Band C1	Sharp Color MFD	30 PPM B&W / 30 PPM Full-Color Workgroup Document System	MX-3051	74.28%
Volume Band C1	Sharp Color MFD	30 PPM B&W / 30 PPM Full-Color Workgroup Document System	MX-3071	74.86%
Volume Band C2	Sharp Color MFD	35 PPM B&W / 35 PPM Full-Color Workgroup Document System	MX-3551	74.16%
Volume Band C2	Sharp Color MFD	35 PPM B&W / 35 PPM Full-Color Workgroup Document System	MX-3571	74.65%
Volume Band C2	Sharp Color MFD	40 PPM B&W / 40 PPM Full-Color Workgroup Document System	MX-4051	76.80%
Volume Band C2	Sharp Color MFD	40 PPM B&W / 40 PPM Full-Color Workgroup Document System	MX-4071	77.03%
Volume Band C2	Sharp Color MFD	50 PPM B&W / 50 PPM Full-Color Workgroup Document System	MX-5051	74.98%
Volume Band C2	Sharp Color MFD	50 PPM B&W / 50 PPM Full-Color Workgroup Document System	MX-5071	78.23%
Volume Band C3	Sharp Color MFD	60 PPM B&W / 60 PPM Full-Color Workgroup Document System	MX-6051	73.56%
Volume Band C3	Sharp Color MFD	60 PPM B&W / 60 PPM Full-Color Workgroup Document System	MX-6071	74.44%
Volume Band C3	Sharp Color MFD	75/70 PPM B&W / Color - High Speed Color Document System	MX-7081	73.41%
Volume Band C3	Sharp Color MFD	70 PPM B&W / Color - High Speed Color Document System	MX-7090N	68.16%
Volume Band C3	Sharp Color MFD	80 PPM B&W / Color - High Speed Color Document System	MX-8081	73.82%
Volume Band C3	Sharp Color MFD	80 PPM B&W / Color - High Speed Color Document System	MX-8090N	69.58%
Non- MFD	Sharp Black & White Printer	35 PPM B&W - Desktop B/W Printer	DX-B351PL	49.33%
Non- MFD	Sharp Black & White Printer	35 PPM B&W - Desktop B/W Printer	DX-B352P	53.75%
Volume Band M3	Sharp Black & White MFD	55 PPM Desktop Monochrome Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-B557F	71.00%
Non- MFD	Sharp Black & White Printer	55 PPM Desktop Monochrome Printer	MX-B557P	70.08%
Non- MFD	Sharp Black & White Printer	70 PPM Desktop Monochrome Printer	MX-B707P	70.92%
Volume Band C2	Sharp Color MFD	35 PPM Desktop Color Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-C357F	69.68%
Volume Band C2	Sharp Color MFD	40 PPM Desktop Color Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-C407F	70.05%
Non- MFD	Sharp Color Printer	40 PPM Desktop Color Printer	MX-C407P	69.04%
Volume Band C2	Sharp Color MFD	50 PPM Desktop Color Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-C507F	70.87%
Non- MFD	Sharp Color Printer	50 PPM Desktop Color Printer	MX-C507P	70.03%
Non- MFD	Sharp Color Printer	60 PPM Desktop Color Printer	MX-C607P	70.80%
Volume Band M2	Sharp Black & White MFD	42 PPM Monochrome Multi-Function Ducument	MX-B427W	66.91%
Non- MFD	Sharp Black & White Printer	42 PPM Monochrome Printer	MX-B427PW	65.80%
Volume Band M2	Sharp Black & White MFD	46 PPM Monochrome Multi-Function Document	MX-B467F	68.43%
Non- MFD	Sharp Black & White Printer	46 PPM Monochrome Printer	MX-B467P	67.39%
Accessories				
CATEGORY		**PRODUCT DESCRIPTION**	**PRODUCT PART NUMBER/SKU**	**Discount % off MSRP**
Power Filter		15 AMP Power Filter	AR-D5133NT	26.55%
Power Filter		20 AMP Power Filter	AR-D5143NT	30.80%
Other		Stamp Unit	AR-SU1	55.33%
Stand		Deluxe Copier Cabinet	MX-25ABD	54.24%
Stand		Deluxe Copier Cabinet	MX-60ABD	49.58%
Connectivity		Sharp OSA Application Communication Module	MX-AMX2L	47.52%
Connectivity		Sharp OSA External Accounting Module	MX-AMX3L	48.39%
Other		Plockmatic Booklet Maker	MX-BM50	53.15%
Other		Business Card Feeder	MX-BTX1	58.73%
Other		Paper Cart	MX-CA10	60.79%
Other		2 Tray Inserter Unit	MX-CF11	58.99%
Other		Plockmatic Cover Feeder	MX-CF50	52.22%
Paper Drawer		500 Sheet Paper Feed Unit	MX-CS11	63.79%
Paper Drawer		600 sheet paper feeder	MX-CS14N	55.33%
Paper Drawer		1 x 550 Sheet Paper Feed Desk Unit	MX-DE25N	66.69%
Paper Drawer		2 x 550 Sheet Paper Feed Desk Unit	MX-DE26N	69.34%
Paper Drawer		3 x 550 Sheet Paper Feed Desk Unit	MX-DE27N	67.44%

Paper Drawer	550+2100 Sheet Tandem Paper Drawer	MX-DE28N	64.62%
Paper Drawer	1 x 550-sheet Paper Drawer	MX-DE29N	66.69%
Stand	Base Plate	MX-DS13	54.09%
Stand	Stackable Cabinet	MX-DS14	51.79%
Stand	Stand High	MX-DS22N	53.95%
Stand	Stand Low	MX-DS23N	54.09%
Power Filter	208-240V/20A Next Gen PCS Power Filter	MX-E524ZNT	40.81%
Connectivity	Compact PDF Kit	MX-EB11	50.21%
Connectivity	Mirroring Kit	MX-EB15	60.41%
Connectivity	Wireless LAN Adaptor	MX-EB18	49.63%
Connectivity	Compact PDF Compression Kit	MX-EB19L	50.21%
Connectivity	OCR Expansion Kit	MX-EB20L	55.00%
Other	Multi-folding Unit	MX-FD10	59.85%
Other	Plockmatic Square Folder	MX-FD50	53.00%
Finisher	Inner Finisher	MX-FN12	61.20%
Finisher	50 Sheet Staple Finisher	MX-FN19	53.79%
Finisher	50 Sheet Staple/15 Sheet Saddle Stitch Finisher	MX-FN20	54.86%
Finisher	100-sheet Staple Finisher	MX-FN21	59.81%
Finisher	100-sheet Staple/20-sheet Saddle Stitch Finisher	MX-FN22	60.08%
Finisher	50-sheet Staple Finisher	MX-FN24	59.64%
Finisher	50-sheet Staple/15-sheet Saddle Stitch Finisher	MX-FN25	60.03%
Finisher	Inner Finisher 50 Sheet Stapler 500 Sheet Capacity	MX-FN27N	70.82%
Finisher	1K Stacking Finisher	MX-FN28	58.69%
Finisher	1K Saddle Finisher	MX-FN29	58.02%
Finisher	3K Stacking Finisher	MX-FN30	56.30%
Finisher	3K Saddle Finisher	MX-FN31	57.12%
Finisher	Inner Finisher (30 sheet staple 300 sheet stack)	MX-FN32	61.20%
Finisher	Inner Finisher	MX-FN33	71.78%
Finisher	3K Stacking 65-sheet Staple Finisher	MX-FN34	56.30%
Finisher	3K Stacking 65-sheet Staple/20-sheet Saddle Stitch Finisher	MX-FN35	57.12%
Security	Data Security Kit	MX-FR53U	48.01%
Security	Data Security Kit	MX-FR54U	48.01%
Security	Data Security Kit	MX-FR55U	48.02%
Security	Data Security Kit	MX-FR58U	48.02%
Security	Data Security Kit	MX-FR60U	42.34%
Security	Data Security Kit	MX-FR61U	42.17%
Security	Data Security Kit	MX-FR62U	42.17%
Security	Data Security Kit	MX-FR63U	42.17%
Security	Data Security Kit	MX-FR64U	42.34%
Fax	Internet Fax Kit	MX-FWX1L	62.91%
Fax	Facsimile Expansion Kit	MX-FX15	76.86%
Other	3-Hole Die Set	MX-GBC03	51.84%
Other	11-Hole VeloBind Set	MX-GBC11	52.17%
Other	19-Hole CombBind Die Set	MX-GBC19	52.17%
Other	21-Hole WireBind Die Set	MX-GBC21	52.17%
Other	32-Hole WireBind Die Set	MX-GBC32	52.17%
Other	32-Hole ProClick Die Set	MX-GBC32PRO	52.17%
Other	44-Hole Color Coil Die Set	MX-GBC44	52.17%
Other	GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter)	MX-GBC51	52.80%
Other	GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter)	MX-GBC52	52.77%
Other	GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter)	MX-GBC53	52.26%
Other	GBC SmartPunch ProTM	MX-GBCX2	50.79%
Large Capacity Paper Drawer	3,500-sheet Large Capacity Cassette	MX-LC12	57.20%
Large Capacity Paper Drawer	5,000-sheet Large Capacity 2-Drawer Air Feed Tray	MX-LC13N	60.40%
Large Capacity Paper Drawer	3,000 Sheet Large Capacity Tray	MX-LC17N	65.80%
Large Capacity Paper Drawer	3,500-sheet Large Capacity Cassette (Letter)	MX-LC18	65.80%
Large Capacity Paper Drawer	3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18")	MX-LC19	56.98%
Large Capacity Paper Drawer	3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger)	MX-LCX3N	56.98%
Other	Long Paper Tray (For use with Banner Paper)	MX-LT10	60.30%
Other	100 Sheet Multi- Bypass Tray	MX-MF10	82.11%
Other	500 Sheet Multi- Bypass Tray	MX-MF11	58.61%
Other	100 Sheet Multi- Bypass Tray	MX-MFX1	82.11%
Other	Plockmatic Interface Kit	MX-PCB50	53.35%
Other	Fiery Print Server	MX-PE11	56.09%
Other	Fiery Print Server	MX-PE12	56.14%
Other	External Fiery Color Print Server	MX-PE13	64.49%
Other	Embedded Fiery Color Print Server	MX-PE14	63.28%
Other	EFI Auto Trapping	MX-PEAT12	51.52%
Other	Fiery Central	MX-PECE1	53.18%
Other	Fiery Central 1-year Software Maintenance and Support Agreement	MX-PECEM	53.46%
Other	Fiery Color Profiler Suite 1-year Software Maintenance and Support Agreement	MX-PECPM	53.49%
Other	Fiery Color Profiler Suite	MX-PECPS1	52.73%
Other	Fiery Color Profiler Suite + EFI ES-2000 Spectrophotometer	MX-PECPSP	52.94%
Other	Fiery Compose Software	MX-PEFC	51.76%
Other	Fiery Impose Software	MX-PEFIS	52.75%
Other	Fiery Graphic Arts Package, Premium Edition Software	MX-PEGAP	53.22%
Other	EFI Removable HDD Kit	MX-PEHD11	52.51%
Other	Fiery Removable Hard Disk Drive	MX-PEHD13	52.08%
Other	EFI Hot Folders	MX-PEHF12	51.52%
Other	Fiery Impose + Fiery Compose Software Bundle	MX-PEIC	52.88%
Other	Image Viewer (B/W)	MX-PEIVB	52.75%
Other	Fiery JobFlow Software	MX-PEJF1	53.16%
Other	Fiery JobFlow 1-year Software Maintenance and Support Agreement	MX-PEJFM	53.46%
Other	Fiery JobMaster + Fiery Impose Software Bundle	MX-PEJI1	53.18%
Other	Fiery JobMaster + Impose 1-year Software Maintenance and Support Agreement	MX-PEJIM	53.46%
Other	Fiery JobMaster Software (includes MX-PEJMM 1-year SMSA)	MX-PEJM1	53.06%

Other	Fiery JobMaster 1-year Software Maintenance and Support Agreement (SMSA)	MX-PEJMM	53.50%
Other	Centralized Workstation wiith 22" monitor, wireless keyboard and mouse	MX-PENXGL	52.90%
Other	Premium Centralized Workstation wiith 27" monitor, wireless keyboard and mouse, Proximity Sensor, Auto adjusting stand (For use with MX-PE13)	MX-PENXLS	53.07%
Other	EFI Productivity Package Software	MX-PEPP12	53.11%
Other	EFI Spot On	MX-PESO12	51.52%
Other	EFI ES-2000 Spectrophotometer	MX-PESP	52.08%
Other	Bar Code Font Kit	MX-PF10	57.92%
Connectivity	Post Script Expansion Kit	MX-PK13L	78.24%
Hole Punch	Punch Unit	MX-PN12B	55.04%
Hole Punch	3-Hole Punch Unit	MX-PN13B	56.83%
Hole Punch	3-Hole Punch Unit	MX-PN14B	62.05%
Hole Punch	3-Hole Punch Unit	MX-PN15B	62.05%
Hole Punch	3-Hole Punch Unit	MX-PN16B	62.05%
Hole Punch	3-Hole Punch Unit	MX-PNX4B	56.40%
Connectivity	Direct Print Expansion Kit	MX-PU10L	55.63%
Connectivity	XPS Expansion Kit	MX-PUX1L	54.99%
Other	Fiery Interface board	MX-PX11	58.49%
Other	Fiery Interface board	MX-PX12	59.21%
Other	Fiery Interface Kit	MX-PX13	58.49%
Other	Paper pass unit for machine	MX-RB12N	52.54%
Other	Relay Unit	MX-RB13	60.21%
Other	Relay Unit	MX-RB14	60.21%
Other	Curl Correction Unit	MX-RB15	60.21%
Other	LCT Mounting Kit	MX-RB16	61.15%
Other	LCT Tandem Connecting Kit	MX-RB17	60.65%
Other	Curl Correction Unit	MX-RB18	60.21%
Other	Paper Pass Unit	MX-RB24	52.05%
Other	Paper Pass Unit	MX-RB25N	52.05%
Other	Paper Pass Unit	MX-RB26	52.05%
Other	Curl Correction Unit	MX-RB27	60.21%
Other	Status Indicator	MX-SL10N	60.74%
Other	5000-sheet High Capacity Stacker	MX-ST10	61.05%
Other	Trimmer Unit	MX-TM10	59.72%
Other	Plockmatic Trimmer	MX-TM50	53.00%
Tray	Right Side Exit Tray	MX-TR14	61.34%
Tray	Exit Tray Unit (right side)	MX-TR19N	50.99%
Tray	Job Separator	MX-TR20	51.27%
Tray	Right Side Exit Tray	MX-TR21	50.99%
Tray	Center Exit Tray	MX-TU14	60.30%
Tray	Center Exit Tray	MX-TU15	47.89%
Tray	Center Exit Tray Unit	MX-TU16	47.89%
Other	Utility Table	MX-UT10	50.99%
Other	Anti Tip Kit	MX-XB19	53.35%
Other	Plockmatic Rail Unit	MX-XB50	53.35%
Paper Drawer	550 sheet paper feeder	DX-CS11	53.80%
Paper Drawer	550-Sheet Tray (C607P)	MX-CS16	72.30%
Paper Drawer	550-Sheet Tray C407F, C507F, C507P	MX-CS17	72.30%
Paper Drawer	550-Sheet Tray (C357F, C407P)	MX-CS18	72.35%
Paper Drawer	2,200-Sheet Tray (C607P)	MX-CS19	72.13%
Paper Drawer	650-Sheet Duo Tray (C357F, C407P)	MX-CS20	72.35%
Paper Drawer	250-Sheet Tray (B557P, B707P)	MX-CS21	72.50%
Paper Drawer	550-Sheet Tray (B557F)	MX-CS22	72.13%
Paper Drawer	550-Sheet Tray (B557P, B707P)	MX-CS23	72.47%
Paper Drawer	2,100-Sheet Tray (B557F)	MX-CS24	72.21%
Paper Drawer	2,100-Sheet Tray (B557P, B707P)	MX-CS25	72.19%
Finisher	Inline Staple Finisher (C607P)	MX-FN37	72.41%
Finisher	Staple Finisher (B557F, B557P, B707P)	MX-FN38	72.61%
Finisher	Staple, Hole Punch Finisher (B557F, B557P, B707P)	MX-FN39	72.05%
Other	4-Bin Mailbox (B557F, B557P, B707P)	MX-MS10	72.61%
Other	Output Expander (B557P, B707P)	MX-TR22	72.47%
Other	High Capacity Output Expander (B557P, B707P)	MX-TR23	72.40%
Other	Fiery Automation 5 Year Subscription	MX-PEAM5Y	53.47%
Paper Drawer	550-Sheet Tray (B427W, B427PW)	MX-CS26	72.16%
Paper Drawer	250-Sheet Tray (B467F, B467P)	MX-CS27	73.05%
Paper Drawer	550-Sheet Tray (B467F, B467P)	MX-CS28	72.92%

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES - MISCELLANEOUS / OTHER

SUBCATEGORY	PRODUCT DESCRIPTION	PRODUCT PART NUMBER/SKU	DIR CUSTOMER PRICE*
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-2651 Cost per Copy Charge-Black & White	$0.0091
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-2651 Cost per Copy Charge-Color	$0.0546
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable	MX-3051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3551 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3551 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3571 Cost per Copy Charge-Black & White	$0.0089

Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3571 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-4051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-4051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable	MX-4071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-4071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable	MX-6071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6580N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6580N Cost per Copy Charge-Color	$0.0471
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7580N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7580N Cost per Copy Charge-Color	$0.0471
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7090N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7090N Cost per Copy Charge-Color	$0.0428
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8090N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8090N Cost per Copy Charge-Color	$0.0428
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M2651 Cost per Copy Charge-Black & White	$0.0080
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M3051 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M3071 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable	MX-M3551 Cost per Copy Charge-Black &	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M3571 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M4051 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M4071 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M5051 Cost per Copy Charge-Black & White	$0.0073
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M5071 Cost per Copy Charge-Black & White	$0.0073
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M6051 Cost per Copy Charge-Black & White	$0.0070
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M6071 Cost per Copy Charge-Black & White	$0.0070
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M7570 Cost per Copy Charge-Black & White	$0.0058
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable	MX-M905 Cost per Copy Charge-Black & White	$0.0045
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M1055 Cost per Copy Charge-Black & White	$0.0045
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M1205 Cost per Copy Charge-Black & White	$0.0045
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B376W Cost per Copy Charge-Black & White	$0.0092
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B476W Cost per Copy Charge-Black & White	$0.0092
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	DX-B351PL Cost per Copy Charge-Black & White	$0.0246
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	DX-B352P Cost per Copy Charge-Black & White	$0.0161
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B557F Cost per Copy Charge-Black & White	$0.0107

Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B557P Cost per Copy Charge- - Black & White	$0.0107
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable	MX-B707P Cost per Copy Charge- Black & White	$0.0107
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C357F Cost per Copy Charge- Black & White	$0.0193
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C357F Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407F Cost per Copy Charge- Black & White	$0.0128
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407F Cost per Copy Charge- Color	$0.0610
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407P Cost per Copy Charge- Black & White	$0.0193
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407P Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C507F Cost per Copy Charge- Black & White	$0.0128
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C507F Cost per Copy Charge- Color	$0.0610
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable	MX-C507P Cost per Copy Charge- Black & White	$0.0193
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C507P Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C607P Cost per Copy Charge- Black & White	$0.0161
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C607P Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7081 Cost per Copy Charge- Black & White	$0.0076
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7081 Cost per Copy Charge- Color	$0.0471
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8081 Cost per Copy Charge- Black & White	$0.0076
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8081 Cost per Copy Charge- Color	$0.0471
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B427W Cost per Copy Charge - Black & White	$0.0202
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B427PW Cost per Copy Charge - Black & White	$0.0202
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B467F Cost per Copy Charge - Black & White	$0.0127
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B467P Cost per Copy Charge - Black & White	$0.0127

Service Level Agreement (SLA) Projects/SOW may have no MSRP but must offer a % discount off of original quoted price

MANAGED PRINT SERVICES	SUBCATEGORY	PRODUCT PART NUMBER/SKU	PRODUCT DESCRIPTION	Discount % off MSRP
Managed Print Services and Network Devices, Non-Network Devices and Related Services	MPS	PROJECT	MANAGED NETWORK SERVICES	10.00%

Enterprise Content Management Products, Software, Services, and Related Services

CATEGORY	PRODUCT DESCRIPTION	PRODUCTS/SERVICES SUB DESCRIPTION	PRODUCT PART NUMBER/ SKU	Discount % off MSRP
Software	Kayleigh Job Accounting (per MFP)	Track Print activities, set usuage limits, cost recovery	MX-SW310	49.78%
Software	Kayleigh Pull Print Option (per MFP)	Print release; secure pull printing	MX-SW311	58.66%
Software	Kayleigh Client Billing Option (per MFP)	cost recovery; track activities & cost; optimize printing resources for organization	MX-SW312	56.43%
Software	Single Embedded License - Includes Remote Installation, Training + 1yr Support	Single Embedded License - Includes Remote Installation, Training + 1yr Support	PCMF-SINGLEMFP	35.48%
Software	Additional MFP License - May Add Up to 9 Units (Requires PCMF-MFP)	Additional MFP License - May Add Up to 9 Units (Requires PCMF-MFP)	PCMF-SINGLEMFP-ADD-ON	35.48%
Software	2 Years of Additional Software Support Per MFP	2 Years of Additional Software Support Per MFP	PCMF-2YR-Support	35.57%
Software	Proximity Card Reader	Proximity Card Reader	PCMF-CRDRDR	35.53%

Related Services

CATEGORY	PRODUCT DESCRIPTION	PRODUCTS/SERVICES SUB DESCRIPTION	PRODUCT PART NUMBER/ SKU	Price
Related Services	Equipment Relocation	Relocation Fees	RELOCATION FEE	$350.00 + $1 per mile or actual freight charges
Related Services	Additional Training Session Fee	Additional Hourly End-User Training	TRAINING FEE	$125.00 per hour
Related Services	Network Services per hour	Network Services	n/a	$201.50 per hour
Related Services	Additonal Advanced / IT Training Cost by hours	Additonal Advanced / IT Training Cost by hours	n/a	$125.94 per hour
Related Services	Professional Services per hour	Professional Services	n/a	$176.31 per hour
Related Services	Additional End-User taining on Device and/or software per hour	Additional End-User taining on Device and/or software	n/a	$125.94 per hour
Related Services	After hours technical phone support per hour	After hours technical phone support	n/a	$125.94 per hour

Sharp Electronics Corporation
DIR-CPO-4433 Appendix D Service Level Agreement

This Appendix D to Texas Department of Information Resources (DIR) Contract Number DIR-CPO-4433 (Contract) and this Service Level Agreement (SLA or Agreement) with Sharp Electronics Corporation (Sharp) describes the support services provided by Sharp to eligible DIR Customers. In the event of a conflict between DIR Contract Number DIR-CPO-4433 and this Agreement, the DIR Contract will govern.

I. Equipment Performance

Equipment Downtime shall be computed from the time Sharp is notified of Equipment failure until the time in which the Equipment is fully operational.

Equipment Downtime due to lack of consumable Supplies *is not acceptable*.

Sharp will guarantee that the fleet of Devices for each DIR Customer will be operational at least 96% of the time, during Normal Business Hours.

Sharp will provide daily communication to the DIR Customer regarding inoperable Equipment, including updates regarding resolution timeframe, and any parts, accessories, or devices on backorder.

II. Preventative Maintenance

Sharp will perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. Preventative Maintenance shall not be a requirement on desktop Devices.

III. Repair Parts

Sharp will guarantee the availability of repair parts for a minimum of five (5) years after the DIR Customer's Acceptance of any Device.

All Device components, spare parts, application software, and ancillary Equipment that is supplied under any resulting contract, will conform to Manufacturer specifications.

Sharp will be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.

Repair parts will be new. The replaced part is the property of the Customer and Sharp shall, first, offer the replaced part to the Customer.

IV. Service Zones

Sharp will adhere to the following Service Call Response Times based on the distance Sharp's authorized service provider's Base Location is from the DIR Customer:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 - 5 Business Days

Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Sharp arriving at the DIR Customer's location, with the following exception:

Sharp may charge different rates according to each Service Zone, in accordance with Appendix C Pricing Index.

V. Service Logs

Sharp will maintain a Service Log which describes the maintenance and repair Services provided for each Device.

A no-cost copy of Service logs/reports will be provided to the DIR Customer, within three (3) Business Days of a request by the Customer.

VI. Meter Read Invoicing

In order for Sharp to generate accurate invoices, DIR Customer shall provide meter reads within the Awarded Vendor(s) agreed timeframe.

Proper meter read information is required by the 20th of the following month for accurate service invoicing.

The Customer shall provide written notice of any such alleged invoicing issue and Sharp will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the DIR Customer will not be assessed any late fees for failure to submit payment by the invoice due date.

VII. Equipment Relocation

Equipment relocation Services include dismantling, packing, transporting, and re-installing Equipment. Sharp may charge for this Service based on the following table:

Service Zone	Distance from original placement of Device	Charge
1	Within the same building	No Charge*
2	Up to 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee

*Sharp may charge DIR Customers a mutually agreed upon price for special rigging in the event a DIR Customer's demographics require such rigging for Zone 1 relocations. The price shall be agreed upon in writing by Awarded Vendor and DIR Customer prior to any Equipment relocation in Zone 1.

Sharp may charge for any fees incurred due to tolls.

Moves must be performed within thirty (30) calendar days of the DIR Customer's request. Request may be verbal or written, but Sharp must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the DIR Customer within three (3) Business Days of request. In the event that there will be a delay in these Services, Sharp shall communicate with the DIR Customer and agree on a mutually beneficial timeframe.

VIII. Reporting

Sharp will provide periodic reporting to all DIR Customers upon request. The reports shall be provided on a quarterly basis, or at the discretion of the DIR Customer.

The report shall include the following:

- Up-time percentage (%) per fleet of Devices;
- Number of Service Calls placed;
- Response Time per Device;
- Dates that Preventative Maintenance was performed, if applicable;
- Hours of end-user training performed; and
- Estimated end of Useful Life per Device, based on current usage.

The report may include, but not be limited to, the following:

- Location of Devices;
- Click usage per Device; and
- EPEAT certification level of each Device

IX. Escalation Procedure

A multi-tiered approach to account management enables Sharp to provide an excellent problem resolution process and response time. Customer support starts at the Government Account Executive level. Jack Coons is ultimately responsible for all problem resolution. As the "quarterback" for the account, Jack will work closely with management and the Sharp Customer Support Team to ensure that issues are resolved quickly and efficiently.

The problem resolution process for service and maintenance, including escalation is described below.

Service Call required:

- Local key operator should call the local servicing Sharp location, (this will be provided on the label on the front of the copier).
- Local key operator will provide the service dispatcher the Sharp model number and equipment Serial Number.
- The Service Dispatcher will confirm the address and location of the equipment.
- The Service Dispatcher will ask for the name of the caller and the phone number.
- The Service Dispatcher will ask for details, if possible, regarding the problem. At the same time, the Dispatcher will try to solve any operational problems by phone.

If the problem cannot be solved, then a service call will be made. Local key operator will get a Service ID number. The technician will then call the end user and notify that the call has been received and will provide the estimated time of arrival. The technician will also discuss the problem with the end user and obtain information as to the condition of the equipment (i.e., is the equipment operable or is it totally down?). In many cases, the technician can walk the end user through the problem, such as a jam, and get the equipment up and running quickly. The technician will then, upon arrival, make the necessary adjustments to the equipment.

Once the necessary repairs have been completed, the technician will report back to the end user or Local Key Operator that made call with the status of the copier.

X. Loaner Equipment

If any Device is inoperable for two (2) Business Days, due to Equipment malfunction, as reasonably determined by Sharp, then Sharp will provide the DIR Customer with:

- A loaner Device of similar speed and capabilities until such time as the inoperable Device(s) are now operable

XI. End-User Training

An initial, no charge, on-site, one-hour training session for each Device, will be offered by Sharp for all non-desktop Products placed at each DIR Customer's location. For drop-shipped or desktop Products, Sharp will offer an initial, one-hour, no charge, web-based, or on-line training session.

If DIR Customer elects to exercise the training option, then Sharp will provide the training within ten (10) Business Days of DIR Customer's request.

Sharp may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem shall be handled in accordance with DIR Contract Number DIR-CPO-4433 Section 8F. Travel Expense Reimbursement, if applicable, must be agreed to by the DIR Customer prior to order placement.

Sharp will provide on-site or off-site operational training to designated DIR Customer personnel until the personnel are able to operate the Equipment independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem shall be handled in accordance with DIR Contract Number DIR-CPO-4433 Section 8F. Travel Expense Reimbursement, if applicable, must be agreed to by the DIR Customer prior to Order placement.

Sharp will provide product literature, user-manuals, and access to on-line resources, at no charge to DIR Customer.

DIR-CPO-4433 Appendix E
MASTER OPERATING LEASE AGREEMENT

1. Definitions. Capitalized terms used in this Appendix and not otherwise defined will have the meanings set forth in the Contract.

(a) "Assets" refers to the Products as allowed within the Contract, including the Hardware, Software, and related Services, which are specifically identified on the applicable Schedule. Assets includes any items associated with the foregoing, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, and documentation (technical and/or user manuals).

(b) "Contract" refers to DIR Contract number DIR-CPO-4433 into which this Appendix is incorporated.

(c) "Event of Default" is defined in Section 23, "Default."

(d) "Event of Loss" means an event of loss, theft, destruction or damage of any kind to any item of the Assets, including the loss, theft or taking by governmental action of any item of the Assets for a stated period extending beyond the Term of any Schedule.

(e) "Hardware" refers to the computer machinery and equipment specifically identified on the applicable Schedule.

(f) "Lease" means the financing transaction described in this MOLA.

(g) "Lessee" means any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003 (8-a), Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code.

(h) "Lessor" means the Vendor identified in the Contract.

(i) "MOLA" means this Master Operating Lease Agreement (Appendix E). Any reference to "MOLA" includes the Contract, the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement in a writing signed by authorized representatives of both parties.

(j) "Rent Payment" means the amount payable by Lessee for the Assets as specified in the applicable Schedule.

(k) "Schedule" or "Supplementary Schedule" to this MOLA means the form or format entered into between Lessor and Lessee which contains, at a minimum, a description of the Assets, the name of the Lessee,

applicable Rent Payment, and term of the Lease. To be effective, a Schedule must be executed by both Lessor and Lessee.

(l) "Services" refers to the configuration, installation, implementation, support, training, and other professional and consulting services specifically identified on the applicable Schedule.

(m) "Software" refers to the computer programs specifically identified on the applicable Schedule.

(n) "Stipulated Loss Value" is the value of each unit of Hardware at various times during the Lease as specified in the applicable Schedule; however, in no event will the Stipulated Loss Value of a Hardware unit exceed its fair market value.

2. Lease.

(a) Lessor and Lessee intend that this MOLA constitute an operating lease and a true lease as those terms are defined in the Statement of Financial Accounting Standards No. 13 and as provided for under the Uniform Commercial Code – Leases, Tex. Bus. & Comm. Code Article 2A. Under no circumstances shall this MOLA or any Schedules entered into under it be construed as a "finance lease" as defined in Tex. Bus. & Comm. Code § 2A.103 (7). In addition, Lessor acknowledges that Lessee is not a "merchant lessee" for purposes of Tex. Bus. & Comm. Code § 2A.511.

(b) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Assets described on each Schedule. Each such Schedule constitutes a separate agreement between Lessor and Lessee. In addition, each Schedule is subject to the terms and conditions of this MOLA as if a separate MOLA were executed for such Schedule by the parties.

(c) In the event of Lessee's rightful rejection of the Assets as specified in Section 10 ("Inspection and Acceptance") of this MOLA, Lessee shall have the right, at its sole option, to cancel this Lease as to the rejected Assets or as to all of the Assets to be leased under the Schedule applicable to such Assets. Upon cancellation, Lessee shall have no obligations under this MOLA with respect to the portion of this Lease so cancelled.

(d) Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or provided any legal or management advice to Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with Lessor to satisfy individual procurements in which case such terms shall be set forth in a Rider to the MOLA or the Schedule. To the extent that any of the provisions of the MOLA conflict with any of the terms contained in any Schedule, the terms of this MOLA shall control.

(e) If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Assets for its own use, DIR is not a party to any Schedule executed under this MOLA and is not responsible for Rent Payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or Lessor (or both of them) arising from the use of this MOLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both

of those parties arising from the use of this MOLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 ("Default") of this MOLA.

3. Term of MOLA.

The term of this MOLA shall commence (a) upon commencement of the term of the Contract, if this MOLA was agreed to under the Contract, or (b) on the Effective Date specified in Amendment Number (XX), if this MOLA is added to the Contract under such Amendment. The term of this MOLA shall continue until the last to occur of the following: (i) the Schedule Term of each Schedule entered into by the parties has expired or been terminated, or (ii) the Contract has expired or been terminated. In the event of any termination or expiration of the Contract or termination of this MOLA, any provisions of the Contract and this MOLA as may be necessary to preserve the rights of Lessor or Lessee hereunder shall survive said termination or expiration.

4. Term of Schedule.

The term for each Schedule agreed to by a Lessee and Lessor under this MOLA shall commence on the date specified in the Lessee Certificate of Acceptance, as described in Section 10. Unless earlier terminated as provided for herein, the Schedule shall continue for the number of whole months or other payment periods set forth in it (the "Schedule Term"). Specifically with respect to Hardware, under no circumstances shall the Schedule Term exceed seventy five percent (75%) of the economic life of the Hardware, nor shall the present value of the Rent Payments for the Hardware on the Schedule Commencement equal or exceed ninety percent (90%) of the value of the Hardware. Lessee shall provide confirmation that its lease of assets satisfies the two foregoing percentage limitations. The Schedule Term may be earlier terminated upon: (i) the non-appropriation of funds pursuant to Section 8 ("Appropriation of Funds") of this MOLA, (ii) an Event of Loss, (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, (iv) an event of default or other breach of this Agreement by Lessor and Lessee's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, or (v) as otherwise set forth herein.

5. Administration of MOLA.

(a) When a prospective Lessee wishes to lease Assets under this MOLA, the prospect will submit its request directly to Lessor. Lessor shall apply the applicable pricing discounts as stated in Section 4 of the Contract or the price as agreed upon by Lessee and Lessor in the applicable Schedule, whichever is lower and submit the lease proposal to the prospective Lessee. If the prospective Lessee wishes to proceed to lease Assets based on the proposal, Lessor will negotiate the applicable Rent Payment, availability of Assets, and term of the Lease directly with the prospective Lessee.

(b) With respect to Lessor's obligations under Section 5 of the Contract to report the sale and make payment of the DIR administrative fee as defined in that Section, all leasing activities in conjunction to this MOLA shall be treated as a "purchase sale." Notwithstanding treatment of this Lease as a "purchase sale" as to the transaction between Lessor and DIR under the Contract, however, under no circumstances shall this MOLA be construed as creating anything other than a true lease and operating lease as stated in Section 2 ("Lease") hereof for the transaction(s) between Lessor and Lessee.

(c) Upon agreement by Lessor and Lessee on the applicable Rent Payment, availability, Lease term, and the like, Lessee may issue a purchase order in the amount indicated on the applicable Schedule to Lessor for the Assets and reference the Contract number on the purchase order. Any pre-printed terms and conditions on the Schedule issued by Lessor (with respect to any item other than the specific Assets which are the subject of the Lease, the Schedule Term, and the Rent Payments), Lessor's order acknowledgement form or the like shall not be effective with respect to the lease of Assets hereunder. Rather, the terms and conditions of this MOLA shall control in all respects.

(d) Until a Schedule is entered into by Lessor and a Lessee per the process set forth in this MOLA, neither DIR nor any Lessee is obligated under this MOLA to lease Assets from Lessor nor is Lessor obligated under this MOLA to lease Assets to a Lessee.

6. <u>Rent Payments</u>.

(a) During the Schedule Term and any renewal terms agreed to by Lessee as specified herein, Lessee agrees to pay Lessor the Rent Payments set forth in the relevant Schedule for each Asset. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made. Under no circumstances shall the present value of the Rent Payments exceed ninety percent (90%) of the value of the Assets.

(b) Any amounts received by Lessor from Lessee in excess of Rent Payments and any other sums required to be paid by Lessee shall be refunded to Lessee within ninety (90) calendar days. All Rent Payments shall be paid to Lessor at the address stated on the Schedule or any other such place as Lessor or its assigns may hereafter direct to Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to Lessor. Lessor's (including its assignees') remedy for late payments is as set forth in Chapter 2251, Texas Government Code.

Lessee acknowledges and agrees, except as specifically provided for in Section 8 ("Appropriation of Funds") of this MOLA and excluding claims resulting from a breach of Lessor's obligations as set forth in this MOLA or any Schedule or of Lessee's rights under Section 16 ("Quiet Enjoyment") hereof, that Lessee's obligation to pay Rent and other sums payable hereunder, shall not be abated, reduced or subject to offset or diminished as a result of any past, present or future claims Lessee may have against Lessor under this Lease. Notwithstanding the foregoing, nothing in this Section or any other provision of this MOLA shall affect or preclude Lessee from enforcing any and all other rights it may have against Lessor and its assignees under this MOLA or otherwise affect any right Lessee may have against the manufacturer or licensor of the Assets or any party other than Lessor.

7. Liens.

Lessee shall keep the Assets free and clear of all levies, liens and encumbrances, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of the Assets.

8. Appropriation of Funds.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any fiscal period (as set forth on the Schedule) of Lessee beyond the fiscal period first in effect at the commencement of the Schedule Term, Lessee may terminate the Schedule with regard to those of the Assets on the Schedule so affected. Lessee shall endeavor to provide Lessor with written notice sixty (60) days prior to the end of its current Fiscal Period confirming which Assets on the Schedule will be so affected by the termination. All obligations of Lessee to make Rent Payments due with respect to those Assets after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in those Assets will terminate, Lessee shall surrender those Assets in accordance with Section 15 ("Option to Extend; Surrender of Assets") of this MOLA, and the applicable Schedule shall be deemed amended. Lessee represents and warrants it has adequate funds to meet its obligations during the first fiscal period of the Schedule Term. Lessor and Lessee intend that the obligation of Lessee to make Rent Payments under this MOLA shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas, as applicable, beyond the fiscal period for which sufficient funds have been appropriated to make Rent Payments hereunder.

9. Assignment of Warranties.

Each Schedule is intended to be a true lease and operating lease as defined in Tex. Bus. & Comm. Code Article 2A. Lessor has acquired or will acquire the Assets in connection with this MOLA and hereby agrees to assign to Lessee any warranties provided to Lessor with respect to the Assets during the Term of the applicable Schedule, to the extent the warranties are assignable. Unless Lessor is the manufacturer or is otherwise liable under the Contract, Lessor shall not be liable for damages for any reason for any act or omission of the manufacturer of the Assets. Except as provided in Section 24 ("Remedies") hereof, Lessee acknowledges that none of the following shall relieve Lessee from the obligations under this MOLA during the Schedule Term unless due to Lessor's acts or omissions: (i) Lessee's dissatisfaction with any unit of the Assets, (ii) the failure of an Asset to remain in useful condition for the Schedule Term, or (iii) the loss or right of possession of the Assets (or any part thereof) by Lessee. Lessee shall have no right, title or interest in or to the Assets except the right to use the same upon the terms and conditions herein contained. The Assets shall remain the sole and exclusive personal property of Lessor and not be deemed a fixture whether or not it becomes attached to any real property of Lessee.

10. Inspection and Acceptance.

Promptly upon delivery of the Assets, Lessee will inspect and test the Assets. No later than twenty (20) business days following its date of delivery (or, if the Assets are part of a system, the date of last delivery of the Assets comprising the system), Lessee will execute and deliver either (i) a Certificate of Acceptance, or (ii) written notification of any defects in the Assets. If Lessee has not given notice within such time period, the Assets shall be deemed accepted by Lessee as of the twentieth (20^{th}) business day, as described above. In the event Lessee does not accept the Assets, Vendor will promptly remove the Assets from Lessee's premises and deliver conforming Assets within ten (10) business days thereafter. If conforming Assets are not delivered within that timeframe, Lessee may terminate the Schedule on written notice to Lessor. Lessee's acceptance of any Assets shall not be deemed to waive any rights Lessee may have against the manufacturer or licensor, as applicable. Lessor and its assigns, including either of their respective agents shall have the right to inspect the Assets upon reasonable notice to Lessee and during normal business hours provided that anyone who does so has first executed a non-disclosure agreement acceptable to Lessee.

11. Installation and Delivery; Use of Assets; Repair and Maintenance.

(a) Except as set forth in this MOLA, all transportation, delivery, installation, and de-installation costs associated with the Assets shall be borne by Lessee. Lessee shall provide a place of installation for the Assets, which conforms to the requirements of the manufacturer and Lessor.

(b) Subject to the terms hereof, Lessee shall be entitled to use the Assets for the conduct of its business in compliance with all laws, rules, and regulations of the jurisdiction in which the Assets are located. Lessee shall not use or permit the use of the Assets for any purpose for which, according to the specification of the manufacturer, the Assets are not designed.

(c) Lessee, at its expense, shall take good and proper care of the Hardware and make all repairs and replacements necessary to maintain and preserve the Hardware and keep the Hardware in good order and condition (reasonable wear and tear excepted). Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each Hardware unit. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Hardware without the prior written consent of Lessor, except for additions or attachments to the Hardware leased by Lessee from Lessor or purchased by Lessee from the manufacturer of the Hardware (or an authorized distributor of the manufacturer) or any other person approved by Lessor. Lessee shall affix on a prominent place on each item of Hardware any tags, decals or labels supplied by Lessor to Lessee which describe the ownership of the Hardware. Subject to the provisions of Section 15(b) under "Option to Extend; Surrender of Hardware and Software Assets," Lessee agrees to restore the Hardware to Return Condition prior to its return to Lessor.

12. Relocation of Hardware and Software.

Except as set forth on the applicable Schedule, Lessee shall at all times keep the Hardware and Software within its exclusive possession and control. Lessee may move the Hardware or Software to another location of Lessee within the continental United States, provided Lessee is not in default on any Schedule and pays all costs associated with such relocation. If such relocation requires Lessor's prior written consent, Lessee

shall obtain such consent prior to relocating the Hardware or Software, as applicable, which consent Lessor shall not unreasonably withhold. Notwithstanding the foregoing, in those situations where consent is otherwise required, Lessee may move the Hardware or Software to another location within Texas without notification to, or the consent of, Lessor; provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Hardware and Software at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Hardware and Software, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Hardware and Software.

13. Taxes.

Unless otherwise agreed by the parties on the applicable Schedule, Lessor will pay any Imposition or file any forms or returns with respect thereto. Lessee shall, when billed, and with copy of Imposition invoice(s) with respect to Assets specified on the Schedule, reimburse Lessor for such payment. For purposes of this paragraph "Impositions" means all taxes, including personal property taxes and fees, without pro-ration as described in the Financial Disclosure Summary Work Sheet (Attachment 1) hereafter imposed, assessed or payable during the term of the relevant Schedule including any extension thereof. Because the reimbursement date for an Imposition may occur after the expiration or termination of the term of the relevant Schedule, it is understood and agreed that Lessee's liability to reimburse for such Impositions shall survive the expiration or termination of the term of the relevant Schedule.

14. Ownership.

The Hardware and Software shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties' rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Hardware except a leasehold interest as provided for herein. Lessee agrees that the Hardware shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of Lessor. Upon Lessor's request, Lessee will enter into agreements necessary to ensure that the Hardware remains the personal property of Lessor.

15. Option to Extend; Surrender of Hardware and Software Assets.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term, Lessor shall notify Lessee in writing of options to extend the Schedule for continued use of the Hardware or Software specified in that Schedule. If Lessee desires to exercise any of the options offered by Lessor (and provided that, with respect to Hardware, any extension does not exceed seventy five percent (75%) of its economic life), Lessee shall give Lessor irrevocable written notice of the option Lessee intends to exercise at least forty-five (45) days before the expiration of such Schedule Term. In the event the Lease is extended for some but not all of the Hardware and Software specified on a Schedule, the Schedule shall be updated to reflect those changes. At the end of the Schedule Term (as well as with respect to any Hardware and Software not extended as described immediately above), Lessee will surrender and return the Hardware and Software to Lessor in compliance with Section 15(b) below.

(b) Except as specified otherwise herein, upon the expiration, early termination as provided herein, or final termination of the Schedule, Lessee, at its cost and expense, shall promptly return the Hardware, freight

prepaid, to Lessor in good repair and working order, with reasonably unblemished physical appearance and with no defects which affect the operation or performance of the Hardware ("Return Condition"), reasonable wear and tear excepted. If the Hardware is not in Return Condition, Lessee shall, at its option, either restore the Hardware (at Lessee's cost) to Return Condition or pay for the Hardware at its Stipulated Loss Value if the Hardware is not reasonably repairable. Lessee shall arrange and pay for the de-installation and packing of the Hardware in suitable packaging, and return the Hardware to Lessor at the location specified by Lessor; provided, however, that such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. At its option and expense, Lessor shall have the right to supervise and direct the preparation of the Hardware for return. If, upon termination or expiration of the Schedule for any reason, Lessee fails or refuses to return to Lessor a Hardware unit or Software program specified in that Schedule or to pay Lessor the Stipulated Loss Value for a Hardware unit, Lessee shall remain liable for Rent Payments for that unit or program up to the date on which the unit or program is returned to the address specified by Lessor (or on which Lessee has paid Lessor the Stipulated Loss Value). In such event and specifically with respect to the Hardware, Lessor shall also have the right to enter Lessee's premises or any other premises where the Hardware may be found upon reasonable written notice to the Lessee and during normal business hours, and subject to Lessees reasonable safety and security requirements to take possession of and to remove the Hardware, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Hardware. However, as an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession except as provided by Paragraph b. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the Constitution and laws of the State of Texas, Lessee's obligation to return Hardware may, at Lessor's option, be specifically enforced by Lessor.

16. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Assets as long as an Event of Default (as hereinafter defined in Section 23 ("Default") of the MOLA) has not occurred.

17. Warranties regarding the Assets.

Lessor acknowledges that warranties made by the manufacturer or licensor of the Assets, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer or licensor of the Assets and shall not pursue any such claim against Lessor.

18. No Warranties by Lessor regarding the Assets.

Except as set forth in the Contract, Lessee acknowledges that Lessor is not the manufacturer or licensor of the Hardware or Software Assets. Lessee agrees that Lessor makes no representations or warranties of whatsoever nature, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, or quality of the Hardware or Software Assets or any unit thereof. Except to the

extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessee specifically waives all right to make claim against Lessor for breach of any warranty of any kind whatsoever; and with respect to Lessor, Lessee leases the Hardware and Software "as is". Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by any Hardware or Software leased hereunder, or by the use or maintenance thereof, or by the repairs, service or adjustment thereto or any delay or failure to provide any thereof, or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused. Lessor agrees to assign to Lessee, upon Lessee's request therefor, any warranty of a manufacturer or licensor or seller relating to the Hardware and Software that may have been given to Lessor.

19. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to the Hardware specified on the Schedule, whether partial or complete, from any cause whatsoever. Lessee shall promptly notify Lessor regarding any Event of Loss. Upon any Event of Loss, Lessee shall, at its option: (a) immediately repair the affected Hardware so that it is in good condition and working order, (b) replace the affected Hardware with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value for such affected Hardware unit, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Hardware for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of a Hardware unit for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of Lessee with respect to such Hardware unit (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Section 2054.003 (8-a), Texas Government Code) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding true lease and operating lease agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, this MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of Lessee or on the Hardware or Software leased under any Schedule between Lessor and Lessee pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound;

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MOLA or any Schedule between Lessor and Lessee;

(f) The use of the Assets is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MOLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. <u>Representation and Warranties of DIR</u>.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided Lessee or Lessor with any legal or management advice regarding the MOLA or any Schedule executed pursuant thereto;

(b) This MOLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MOLA;

(d) The entering into and performance of the MOLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Hardware or Software pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MOLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract; and

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law.

22. <u>Representations and Warranties of Lessor</u>.

Lessor represents and warrants for the benefit of DIR and each Lessee:

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MOLA and each Schedule executed in conjunction to this MOLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MOLA or any Schedule;

(d) The entering into and performance of the MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of Lessor, including the Hardware or Software leased under the MOLA and Schedules thereto, pursuant to any instrument to which Lessor is a party or by which it or its assets may be bound;

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MOLA or any Schedule;

(f) Lessor acknowledges that DIR and any Lessee that is a state agency, as government agencies, are subject to the Texas Public Information Act, and that DIR and Lessees that are state agencies will comply with such Act, including all opinions of the Texas Attorney General's Office concerning this Act.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (b) Lessee's material breach of this MOLA, any Schedule, or any applicable software license agreement, which is not cured within thirty (30) days after written notice thereof from Lessor; (c) Lessee's filing of any proceedings commencing bankruptcy or the taking of other similar action by Lessee under any state insolvency or similar law, (d) the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (e) subjection of a substantial part of Lessee's property or any part of the Hardware to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (f) any representation or warranty made by Lessee in this MOLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Assets being or becoming untrue in any material respect.

24. Remedies.

(a) Lessor's Remedies.

i. Upon the occurrence of an "Event of Default," Lessor may, in its sole discretion, do any one or more of the following:

A. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, terminate any or all Schedules executed by Lessor and the defaulting Lessee;

B. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule;

C. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, and whether or not the Schedule is terminated, take possession of the Hardware and Software wherever located, without additional demand, liability, court order or other process of law. To the extent permitted by Texas law, Lessee hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Hardware or Software is located or cause Lessee, and Lessee hereby agrees, to return such Hardware and Software to Lessor in accordance with the requirements of Section 15 ("Option to Extend; Surrender of Hardware and Software Assets") hereof;

D. by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of:

I. the present value of the Rent owed from the earlier of the last date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Hardware is not returned to or repossessed by Lessor, the present value of the

Stipulated Loss Value of the Hardware at the end of the Schedule Term, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis;

II. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and

III. interest on (I) from the date of default at 1½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (II) from the date Lessor incurs such fees, costs or expenses.

ii. Upon return or repossession of the Hardware, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Hardware, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Hardware, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Hardware shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Hardware shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Hardware, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

iii. No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default by Lessee shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

iv. Neither DIR nor non-defaulting Lessees shall be deemed in default under the MOLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

(b) Lessee's Remedies. Anything herein to the contrary notwithstanding, Lessee shall have all rights provided under Tex. Bus. & Comm. Code § 2A.508 through § 2A.522, including without limitation, the right to cancel a Schedule and recover damages from Lessor in the event of nonperformance of or other default by Lessor hereunder.

(c) Each party agrees that any delay or failure by the other party to enforce that party's rights under this MOLA or a Schedule does not prevent that party from enforcing its rights at a later time.

25. Notices and Waivers.

(a) All notices relating to this MOLA shall be delivered to DIR or Lessor as specified in Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of Lessor or Lessee or shall be given by certified or registered mail or overnight carrier to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MOLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes.

(b) A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver of any provision of this MOLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the waiving party. No failure on the part of a party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Upon thirty (30) days advance written notice to Lessee and provided that any such assignee expressly assumes Lessor's obligations under this MOLA and each Schedule, Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MOLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MOLA, any Schedule and/or any Asset; and/or (iii) sell or transfer its title and interest as owner or licensor of the Hardware and Software and/or as Lessor under any Schedule; and DIR and each Lessee leasing Hardware under the MOLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MOLA. Each Lessee leasing Assets through Schedules under this MOLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Lessor shall remain liable for performance under the MOLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MOLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) Lessee will not sell, assign, sublet, pledge or otherwise encumber, or permit a lien to exist on or against any interest in this MOLA or the Assets without Lessor's prior written consent except otherwise permitted under this MOLA; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the MOLA to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance (if Acceptance has taken place); (b) Opinion of Counsel; (c) Financial Statements; (d) incumbency certificate; and (e) other documents specified in the applicable Schedule as being reasonably required by Lessor.

28. Miscellaneous.

(a) Prior to delivery of any Assets, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control. In such event, the obligation of Lessee to commence Rents for such Assets shall also be suspended.

(b) Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Assets, other than as set forth in this MOLA, including the Contract, and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MOLA, including the Contract, and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee, order acknowledgement and other forms issued by Lessor, and the like. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MOLA and the Contract and that both contain the entire agreement between them. The terms and conditions of this MOLA may be amended only by written instrument executed by Lessor and DIR. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.

Attachment 1 to the Master Operating Lease Agreement
Financial Disclosure Summary

Lease Rate Factor(s):	Response	Notes
Equipment Type A		
Equipment Type B		
Equipment Type C		
How is Daily Rental calculated?		
Is Daily Rental invoiced separately or rolled into monthly rental?	☐ Yes ☐ No ☐ N/A	
Is this a Step Lease?	☐ Yes ☐ No	
Does this lease include software?	☐ Yes ☐ No	
If yes, who owns the software?	☐ Agency ☐ Lessor	
Personal Property Tax	**Response**	**Notes**
Estimated PPT		
PPT Payment made by	☐ Agency ☐ Lessor on Agency behalf	
PPT calculation method	☐ Agency pays direct ☐ Lessor pays and passes invoice through ☐ Lessor estimates and includes ☐ Lessor sets PPT at disclosed rate	
If PPT rate changes, how are charge backs or short falls handled?	☐ N/A - Agency pays direct ☐ N/A - Lessor pays/passes invoice through ☐ Lessor is responsible ☐ Lessee is invoiced for short fall	
Equipment Schedule Details	**Response**	**Notes**
Can Agency make decisions at asset level (extend, purchase, return)?	☐ Asset level ☐ All and not less than all	
Does this ES auto extend?	☐ Yes ☐ No	
If Yes, how long?		
What is the cost of the Auto extension?		
What is the notice period?		

Are negotiated extensions FMV based?	☐ Yes ☐ No	
On FMV, can Agency select own evaluator?	☐ Yes ☐ No	
Is asset and lease information available online?	☐ Yes ☐ No	
End of Lease Details	**Response**	**Notes**
Where are the assets returned to?		
What is the return freight cost?		
Who pays the return freight cost?	☐ Agency ☐ Lessor	
Do I need to return original packaging?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return original manuals and documentation?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return software?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Is there an FMV purchase cost cap?	☐ Yes ☐ No If yes, what is the cost cap percentage?	
What is the cost for a lost asset?		
What is the cost for missing equipment?		
What is the cost for data sanitization on assets with memory?		
What is the cost for data sanitization?		
What is the cost for on-site data destruction?		

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Sharp Electronics Corporation

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Sharp Electronics Corporation (hereinafter "Vendor"), with its principal place of business at 100 Paragon Drive, Montvale, NJ 07645.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this

paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix E or Appendix F, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Brenda Siemer
Sharp Electronics Corporation
100 Paragon Drive Montvale, NJ 07645
Phone: (201) 529-0354
Facsimile: (201) 529-9454
Email: siemerb@sharpsec.com

7. Software License, Service and Leasing Agreements

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

C. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

D. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

E. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank)

This Contract is executed to be effective as of the date of last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Mike Marusic

Title: President

Date: 08/02/2019

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 08/09/2019

Office of General Counsel: Signature on File: 08/07/2019

Amendment Number 1
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number 1 to Contract Number DIR-CPO-4433 ("Contract") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section C – Pricing Index** is hereby restated in its entirety and replaced with Appendix C – Pricing Index (per Amendment 1) attached hereto.

All other terms and conditions of the Contract, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 1, and then the Contract.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on file

Name: Mike Marusic

Title: President and CEO

Date: September 23, 2019

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on file

Name: Hershel Becker

Title: Chief Procurement Officer

Date: September 25, 2019

Office of General Counsel: Initials on file September 24, 2019

Amendment Number 2
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **2** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 1),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 2)**, as attached.

All other terms and conditions of the Contract, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 2, then Amendment Number 1, and then the Contract.

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IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 8/11/2020

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 8/12/2020

Office of General Counsel: Mark Howard 8/11/2020

Amendment Number 3
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **3** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 2),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 3)**, as attached.

All other terms and conditions of the Contract not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

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IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 11/5/2020

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 11/18/2020

Office of General Counsel: MH 11/18/2020

Amendment Number 4
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **4** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 3),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 4)**, as attached.

All other terms and conditions of the Contract not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 4, then Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

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IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 1/25/2021

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 1/28/2021

Office of General Counsel: M. H 1/28/2021

Amendment Number 5
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **5** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 4),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 5)**, as attached.

All other terms and conditions of the Contract not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 5, then Amendment 4, then Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

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IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 3/25/2021

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name Hershel Becker

Title: Chief Procurement Officer

Date: 3/29/2021

Office of General Counsel: M. H. 3/26/2021

Department of Information Resources

Request for Offer
DIR-TSO-TMP-419

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Issued: December 12, 2018

Initial Responses Due: February 4, 2019 2:00 PM (CT)

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1. Introduction

1.1. Purpose

The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services to the State of Texas, acting by and through the Department of Information Resources (DIR).

As a result of this RFO, DIR expects to receive and evaluate responses and select one or more qualified Vendors with whom to enter into negotiations. Section 5 of this RFO contains more information regarding the response evaluation and Vendor selection process. DIR reserves the right to make a single award or multiple awards from this RFO. All contracts awarded shall be indefinite quantity contracts with no minimum guarantees of any purchases.

As a result of this RFO, DIR expects to create a contract vehicle that satisfies statewide procurement requirements for Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services contracts and improves the efficiency of the procurement process by shortening the time required to procure these products and services.

As part of DIR's initiatives to identify strategic sourcing opportunities, DIR reserves the right to make a single award or multiple awards as determined by DIR to achieve the highest overall best value to the state.

1.2. Background

1.2.1 Information Technology Acquisition

Through its Cooperative Contracts Program, DIR assists state agencies and local governments (Customers) with cost-effective acquisition of their information resources by negotiating, managing, and administering contracts with information technology providers. Customers include any Texas state agency, unit of local government, or institution of higher education as defined in Texas Government Code, Section 2054.003; the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code; those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Texas Government Code, Chapter 771; any local government as authorized through Texas Government Code, Chapter 791; the Interlocal Cooperation Act; the state agencies and political subdivisions of other states as authorized by Texas Government Code, Section 2054.0565; and for non-telecommunications IT Commodity products and services, "assistance organizations" defined in Texas Government Code, Section 2175.001.

DIR combines the buying power of authorized Customers to obtain volume-discounted pricing for selected technology products and services. In addition to offering volume-discounted pricing, DIR created the Cooperative Contracts (Co-op Contracts) Program to make it easier for Customers to acquire these products and services. Customers place orders with and issue payments directly to the Vendors participating in the Co-op Contracts Program. Subject to DIR rights set forth in Sections 4.8 and 4.9 of this RFO, DIR will award and negotiate base contract documents with Vendors as a result of this RFO. Customers contact the Vendor for product and/or services and pricing information, negotiate their own service level agreements and additional terms and conditions, if any, and send their purchase orders (with the DIR contract number) and payments directly to the participating awarded Vendor, not to DIR. Information regarding the Co-op Contracts Program is located on DIR's Web site at http://dir.texas.gov/View-About-DIR/Pages/Content.aspx?id=41.

1.2.2 Texas Government Code, Section 2157.068

Texas Government Code, Section 2157.068, effective September 1, 2005, requires State agencies to buy commodity items, as detailed below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR.

Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is a commercially available program that operates hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements and may include Software provided as a service. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staff augmentation, training, maintenance and subscription services. Seat/Device management is a service through which a state agency transfers its responsibilities to a Vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

Technology services do not include telecommunications services. Any service awarded under the TEX-AN Next Generation Procurement, RFO number DIR-TEX-AN-NG-001 is excluded. The following services were awarded under the TEX-AN Next Generation Procurement: Long Distance Services, Internet Services (including SOHO), Voice over Internet Protocol (VoIP), Local Voice Service, Wireless Service, Fixed Satellite and Access and Transport.

Institutions of higher education, K-12, and local governments are not required to purchase IT commodities from DIR, but may do so voluntarily. Information regarding Texas Government Code §2157.068, including processes and guidelines, is located on DIR's Web site at:
http://dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=25

1.2.3 Cost Avoidance Performance Measures

As part of its performance measures reported to state leadership, DIR must show the cost avoidance realized by the State for the products and services obtained under DIR contracts. Cost avoidance is the difference between the negotiated DIR contract price and the prevailing market price.

1.2.4 Cost Recovery

DIR recovers the costs of negotiating, executing, and administering the Co-op Contracts through an administrative fee. DIR is authorized to charge a reasonable administrative fee to all customers per Section 2157.068(d) of the Texas Government Code. The administrative fee must be included in the Vendor's price to the customer and paid to DIR by the Vendor. The fee has been set at a not-to-exceed level of 2.00% by the current appropriations act of the State Legislature. For the purposes of responding to this RFO, the administrative fee of 0.75% shall be used in calculating the pricing specified in Bid Package 2. DIR may change the administrative fee at any time during a contract term. DIR will notify Vendors of any change in the administrative fee.

1.2.5 Historical Sales

Contracts negotiated and managed through the Cooperative Contracts Program resulted in over $5 billion in Customer purchases for the past three (3) Fiscal Years (FY) combined. Information contained within the table below shows the total purchases for the past three (3) fiscal years by Customer segment. These purchases represent contracts that are hardware, software, and services related. The State's Fiscal Year runs September 1st through August 31st.

	FY2016	FY2017	FY2018
Assistance Org	$2,357,384.76	$3,079,520.73	$2,958,.084.65
Higher Ed	$351,693,838.26	$339,061,683.43	$332,385,633.15
K-12	$628,316,299.13	$577,352,825.09	$589,442,854.33
Local Government	$462,736,727.05	$461,433,333.12	$448,209,464.71
Out of State	$8,767,492.85	$20,451,872.88	$19,245,239.18
State Agency	$515,716,174.70	$492,221,768.72	$415,604,984.31
Total:	**$1,969,587,916.75**	**$1,893,601,003.97**	**$1,807,846,260.33**

1.2.6 Current Contracts

DIR currently has multiple contracts with 14 Vendors to provide Managed Print Services, Printers, Copiers, 3D and Scanning Equipment and Related Services. The volume of products sold through these contracts for Fiscal Year 2019 (September 1, to September 30, 2018 (FY 2019 to date of RFO)) was approximately $7,658,719.

DIR Managed Print Services, Printers, Copiers, 3D and Scanning Equipment Plotters and Related Services

	FY2016	FY2017	FY2018
Assistance Org	$121,968.06	$346,801.81	$609,869.07
Higher Ed	$4,919,693.19	$9,794,501.36	$9,302,583.49
K-12	$20,589,834.65	$31,613,469.11	$29,841,450.84
Local Government	$6,325,757.18	$12,076,426.32	$15,501,442.22
Out of State	$609,430.60	$4,114,099.87	$4,345,551.03
State Agency	$6,026,025.34	$5,659,844.47	$10,555,206.85
Total:	**$38,592,709.02**	**$63,605,142.94**	**$70,156,103.50**

This RFO encompasses term contracts that are administered by The Comptroller of Public Accounts (CPA) Statewide Procurement Division (SPD) for Document Imaging Services. The estimated volume of products/services sold through those contracts were:

SPD Document Imaging Services Contract Number 920-C1

	FY2016	FY2017	FY2018
Total:	$9,520,797.09	$6,103,336.06	$10,433,536.03

Enterprise Content Management (ECM) Products**,** Software and Services is a new category and therefore there are no historical sales recorded to date.

1.2.7 Exclusions

The following manufacturers which could possibly be within the scope of this RFO, are excluded due to direct contracts with those manufacturers:

- Apple
- Cisco
- Dell
- Hewlett Packard
- IBM
- Lenovo
- Motorola
- Novell
- Oracle
- Panasonic

In the event that DIR identifies other Manufacturers/Publishers to be excluded, the Manufacturer/Publisher names will be included in a future addendum. Vendors should submit a written request should they have questions about a specific manufacturer/publisher on a current DIR contract. **This does not preclude the Vendor from proposing the utilization of these manufacturers as part of a total solution. However, if utilized as part of a total solution, the same product brand may**

not be offered outside of that package as a standalone product.

2. Vendor Information System (VIS) Portal - BidStamp

DIR's BidStamp Vendor Information System (BidStamp VIS) provides prospective bidders (Vendors) with the ability to create a profile that supports the key functions required during the solicitation response process. The high-level processes associated with the portal include vendor account/profile creation, vendor contact creation, vendor account management, and response submission. In addition to the account management and solicitation response capabilities enabled by the BidStamp VIS portal, Vendors will be able to view open solicitations and additional information about DIR.

2.1. Solicitation Response Requirement

Any Vendor responding to this RFO must submit their response through the BidStamp VIS. Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in section 4.1 of this solicitation. Please allow at least five business days for response.

2.2. VIS Account Request Process

Before users can access any of the BidStamp VIS portal functionality, they will be required to provide login credentials to access a new or existing account. Vendors will access the BidStamp VIS Portal via DIR's Applications Portal, and enter in their access credentials. If a Vendor does not yet have login credentials, it will request one by clicking on "Are you a vendor and need to request an account?" button that is located on the login page.

Instructions for VIS account access and using the BidStamp VIS portal to submit solicitation response can be found on DIR's website Information for Vendors at the bottom of the page.

3. Scope

3.1. Products

DIR intends to contract to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services.

Vendors may not propose or provide remanufactured, like-new, newly manufactured, refurbished, reconditioned or any other than NEW products or equipment, to include add-on products. This RFO specifically prohibits remanufactured toner cartridges.

Managed Print Services:
DIR intends to establish and provide contracts to DIR Customers for Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services. **A multifunction device** is defined as a product or device that has multiple functions. An

example of this might be a printer or copier that makes copies/prints, faxes and scans. Although not required, a multifunction device usually has network capabilities.

The MPS shall be for the management of one or more output devices, including but not limited to production or print type devices and shall apply to routine office fleet document output devices, such as printers, copiers, faxes, scanners, plotters, multifunction units, as well as 3D printer devices. DIR Customers may order the MPS individually or in any combination thereof. 3D printers may include any of the MPS offerings, including but not limited to, installation and maintenance and support (Related) services.

For the purposes of this RFO, MPS shall be defined as: assessing, optimizing and managing a Customer's product, data or document output environment. These MPS shall provide documentation of current printing and copying device(s) utilizations, workflow, etc.; recommendations to reduce per-pages costs; managing print volume; providing cost effective document output devices configurations regardless of brand or type; procurement and management of all output devices consumable supplies such as 3D printer supplies and accessories, and equipment supplies such as (but not all inclusive): photoconductor, toner, staples, ink and developer excluding paper); tracking of all output devices; providing volume usage reports; providing help desk services for maintenance and repair; training; managing user's print behavior and satisfaction, etc. **A document output device is any stationary or mobile device that may be wireless or hard-wired, networked or non-networked, stationary or portable that permanently affixes print to paper or produces another output product (such as 3D output).** Devices include, *but are not limited to* printers, copiers, 3D printers, faxes, scanners, multifunction and non-multifunction units, plotters, wide format printers, duplication devices, e-printers and production, high volume printers or other similar devices.

MPS may be proposed per single category of an MPS listed below or Vendors may propose optional bundled MPS detailed within a Service Level Support Agreement (SLA). Vendors may also propose Other/Miscellaneous or optional MPS not listed in this RFO, as long as it resides within the scope of this RFO. Each of the categories below have been given definition and specifications for the purpose of evaluation only and may not specifically define the services which are offered by the Vendor; Vendors are encouraged to detail each MPS that they offer to reflect their own business model(s). In the event that the categories of any MPS listed in the Pricing sheets do not adequately align with the Vendor line-of-business/offerings, Bid Package 2, Pricing Index but are within the scope of this RFO, the Vendor shall list the product/service under the heading, **Miscellaneous/Other** pricing.

Declared Disaster Equipment Recovery Program

For 48 and 60-month multifunction leases, Vendors may opt to offer Bid Package 7, Declared Disaster Equipment Recovery Program Agreement ("Disaster Recovery Program" or "program") to their Customers. If the Vendor offers this program as part of their contract, they shall propose (at a minimum) 48 and 60-month leasing pricing **without** Declared Disaster pricing in addition to 48 and 60-month leasing pricing **with** Declared Disaster pricing. Refer to Bid Package 7 Declared Disaster Equipment Program Agreement example for further detail of the program. If the Vendor opts to offer The Declared Disaster Equipment Program to their Customers, the Agreement will become an appendix to their contract. The Bid Package 7, as written, is not negotiable unless DIR amends it; in which case, it will be amended to all Vendors offering the Disaster Recovery Program.

Service Level Support Agreement

- All Service Level Support Agreements shall ensure that the MPS Vendor provides an optimal printing environment for the DIR Customer by establishing service performance metrics with corresponding service level objectives. An SLA shall detail each support services offered by a Vendor. **Vendors offering Maintenance and/or Support Services shall provide a Service Level Support Agreement with their proposal, which shall include Service Level metrics.**

Managed Print Services Examples

- Technical Discovery/Assessment Services
  Analyze and document current business processes, work flow and usage of existing components and technologies surrounding print management and output devices. Services within this category would include producing inventory reports of output devices, usage for printing, copying, (black and white and color) faxing, scanning, plotting and associated costs, usage of consumable products (ink/toner), cost analysis reporting, cost savings, and ultimately recommending how to make changes to improve productivity and reduce cost.

- Change Management
  A comprehensive strategy to manage change and control project scope for the MPS, such as a methodology that addresses how solutions contribute to greater user satisfaction and user adoption and how users print behaviors are modified.

- Implementation and Project Management
  Describes in detail the project management processes and methodology for the MPS landscape, such as showing how the most cost-effective devices will be installed when a new or replacement device is recommended. The plan should include implementation progress milestones. Implementation plans shall be coordinated and developed by DIR Customer and Vendor.

- Support Services for Output Devices Owned or Leased by Customer
  Manage services on output devices owned or leased by the Customer. This would include, but not be limited to, standard and Ad Hoc usage reports, maintenance, break/fix, troubleshooting, on-site support function, supplies, and upgrading of devices to provide needed technology features.

- Procurement and Support Services for Output Devices provided by Vendor
  Manage procurement and support services including bearing the cost for new devices that may be required by a Customer. All maintenance, break/fix, troubleshooting, and upgrades for such devices shall be the responsibility of the Vendor.

- Maintenance
  Manage full maintenance to include all labor, all parts (including drums), all service, all travel and all regular and preventative maintenance. A guaranteed maintenance service may be included in the monthly rate or can be billed separately by month or quarterly. Document output device maintenance service shall be provided for all leased document output devices installed.

Each maintenance agreement shall be in written form in the format of a Service Level Support Agreement (SLA) as defined above. Vendor will repair or adjust the machine(s) as required to maintain them in good working order. These costs are borne by the Vendor and are inclusive in the MPS monthly costs.

Preventive maintenance will be based upon specific needs of the individual devices as determined by the Vendor in accordance with manufacturer specifications. Preventive maintenance will include, but not be limited to, lubrication, necessary adjustments and replacement of unserviceable parts, with preventive maintenance inspection per manufacturer suggestion.

The Vendor shall agree to provide a service log (service history on the machine) on any machine when requested by the Customer. This history will provide the cause of the breakdown and length of time it is down. If the down time is determined to be operator error, misuse or abuse by the Customer, the downtime will not be considered in accessing satisfactory machine performance.

- Managed Print Security Services
  Vendor agrees that all managed service products equipped with hard disk drives (e.g. printers, fax machines, scanners, MFD) shall have the capability to securely erase data written to the hard drive prior to final disposition of the product, in accordance with **Texas Administrative Code, Title 1, Chapter 202 (1 TAC 202)** https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=202 (Link: Texas Administrative Code). Documentation of completed hard disk drive erasure shall be made available to Customer, i.e. certification/validation/report.

- Consumables Supply Services
  Paper is not considered a consumable supply to be provided by the Vendor. Unless otherwise negotiated between the DIR Customer and Vendor, MPS includes the management of output device consumables; toner/ink cartridges, developer, drums, staples etc. It is the Vendor's responsibility to manage the procurement, and restocking of consumables as necessary. All costs for these supplies will be the Vendor's responsibility.

- Proactive Support Services
  Providing electronic monitoring and support services for document output devices that will result in fewer support calls and decrease device down time. **Each Vendor contract that provides maintenance or support as a Service shall include a Service Level Support Agreement as a part of their contract**.

- Asset Tracking
  Manage all tracking of output devices to include, but not be limited to, physical location of device, device usage, and maintenance records.

- Installation/Moves/Changes/Returns
  Provide installation of new output devices, relocation of existing or new output devices, and continued modification or upgrade of output devices, including Returns of

equipment. Cost for all handling, packing, transport, insurance, removal and installation and return charges, to include device hard drive data purging (aka hard drive wiping) or hard drive removal and subsequent return to the DIR Customer, shall be the responsibility of the Vendor. Vendor shall perform all installations and shall verify proper operation of all equipment. For installation and removals that require special rigging, Vendor shall submit a price quote to DIR Customer for approval prior to any work being done. Vendor shall contact the DIR Customer to inquire about stairs, loading dock, etc.

- Technical Support/Help Desk Service

  Provide technical assistance in the installation, operation, maintenance of MPS document output devices upon request. Unless otherwise negotiated between the DIR Customer and Vendor, such assistance shall be available from 8:00 A.M. until 5:00 P.M. (Standard Business Hours), Central Time, Monday through Friday, at no additional cost. Additional services such as: Weekend, Holiday, and 24x7x365 coverage may be negotiated, as required by DIR Customer. Texas holidays are defined by the Texas Comptroller of Public accounts at https://comptroller.texas.gov/about/holidays.php (link: State of Texas Holiday Schedule - Fiscal 2019). Technical services must include assistance in the installation and network configuration of new devices and software. Vendor shall supply a toll-free telephone number and/or specific email address for Customer to report maintenance issues, trouble-tickets, and request other how-to assistance as necessary. The support process must include the ability to track service calls as well as a timely confirmation for, and a resolution of, all Customer service requests submitted.

- Training

  Provide output device and work-flow training as necessary to fully take advantage of the MPS. For new device installations, the Vendor shall provide (at a minimum) one (1) on site on-boarding training session per new device model/category. The number of training sessions shall reflect the size and scope of the installation and the number of users. Each training session will be a minimum of one (1) hour in length and will familiarize users with the new device(s). Training services must include instructional sheets, user guides and other related documentation as part of the program rollout and on an ongoing training/refresher/updated technology as determined by DIR Customer and Vendor.

- Standard and Ad-hoc Reporting and Documentation

  Produce various types of reports via online or hard copy as may be required by DIR Customer. Vendor must define all standard reports and a description of the Ad Hoc reporting process in their Service Level Support Agreement.

- Managed Print Services Accounting Services

  For accounting requirements, when applicable, the document output device(s) provided under MPS must have the ability to account for the usage costs by job, task, device, user, location, department or other similar Customer requirement. Costs for any counting device must be included in monthly MPS pricing.

- End of Engagement/De-Installation Services

  Provide de-installation (packing and handling) and removal of Vendor provided output

devices, including providing a plan to coordinate these services, at no cost to the DIR Customer. Services include, but are not limited to, managing all return processes for all devices provided by Vendor and performing and accrediting hard drive data security and purging in accordance with 1 TAC 202. The de-installation and removal of devices shall occur in a timely manner but no later than a removal completion date as agreed between Customer and Vendor. Customer shall not be liable for payment except for the time that a device is in use by the Customer. If the Vendor fails to meet the agreed upon completion removal date, they may be liable for any late removal fees that may have been previously agreed upon by Customer and Vendor.

- End of Engagement/Transition Plan
  Provide an end of engagement plan that, at a minimum, considers hardware, software and data network licenses and contracts, key personnel (DIR Customer staff and Vendor staff), knowledge transfer facilitated through documentation, accommodation and technology spaces, and data – on disks, storage locations, etc. End of Engagement plans shall be coordinated and developed by DIR Customer and Vendor. In addition, a transition plan that addresses the orderly transition to DIR Customer, or a successor MPS Vendor, of all MPS provided by Vendor.

- Additional Services/Emerging Technologies
  Responding Vendors are encouraged to provide any other services, including but not limited to emerging technologies for MPS, in addition to the above services being requested.

- Pooling and Overages
  Monthly Pooling of Click Charges shall be allowed for DIR Customers under a DIR Contract. Excluding color MFD, the Schedule or other Agreement between the DIR Customer and Vendor shall define each device as a Category of either: High, Medium, or Low according to the device Pages per Minute (PPM) output. Devices on the same contract and within the same Category may pool the allowed number of Click Charges per month for all of the devices within the same category. Overage or Excess Clicks will not be assessed until the total of all the individual Category Click Charges have been pooled together and exhausted.

Copiers

- Rental, Lease, Purchase, Fleet, and Mail and Production
- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

Printers

- Rental, Lease, Purchase, Fleet, and Mail and Production
- Portable and Stationary
- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

Scanners

- Rental, Lease, Purchase, Fleet
- Portable and Stationary

- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

3D Printers

DIR intends to establish and provide contracts to DIR Customers for 3D printers capable of processing or making three dimensional solid objects from a digital file achieved using additive processes. DIR is interested in 3D printers that can offer 3D technology to all agencies across the state of Texas in all industries to include healthcare (i.e., bioprinting, prosthetic, chemistry, sensors, medical models, bone, valves, cartilage, medical equipment, cranium replacement, temporary skin for burn victims.

3D Printer technologies all share the common theme of sequential-layer of material addition/joining throughout a 3D work envelope under automated control. Responding Vendors should provide full device descriptions including device type, including *but not limited to* Extrusion, Wire, Granular, Laminated, Light polymerized or Powder bed and inkjet head and the technology associated with the device such as Fused Deposition Modeling (FDM), Electron Beam Freeform Fabrication (EBF3), Selective laser sintering (SLS), etc.

Include any trademark or patent-specific, warranty or licensing agreements with proposal. Vendor may propose accessories, additives and raw materials as Accessories or as Miscellaneous/Other Items in Bid Package 2, Pricing Sheet.

3D Printer Types and Methodologies

Type	Technology		Type	Technology
Powder bed and inkjet head 3D printing	Plaster-based 3D printing (PP)		Granular	Direct metal laser sintering (DMLS)
Laminated	Laminated object manufacturing (LOM)			Electron-beam melting (EBM)
Light polymerized	Stereolithography (SLA)			Selective laser melting (SLM)
	Digital Light Processing (DLP)			Selective heat sintering (SHS)
Type	**Technology**		**Type**	**Technology**
Wire	Electron Beam Freeform Fabrication (EBF3)			Selective laser sintering (SLS)
Extrusion	Fused deposition modeling (FDM)			

Accessories

Accessories may be defined as a thing that can be added to something else in order to make it more useful, versatile, or attractive.

Accessories may exist under the following product categories (although not inclusive): Printers, copiers, scanners, plotters, facsimiles, 3D printers. Tab 3 of Bid Package 2 Pricing Index titled

Entire Product Offering has listed **Accessories** as a Category. Vendor should list all products that they consider as an accessory, peripheral, or ancillary product within the Accessories category. This Microsoft Excel ™ file shall be submitted as an attached file to the Vendor proposal through the VIS Portal. Vendor should add additional rows to provide **all** products and pricing that are offered in their response. **If an accessory is not listed in tab 3, Entire Product Offering, it may not be offered on a resulting contract.**

The following are some examples of an accessory: power surge, power conditioner, document feeder, punch, trimmer, wireless accessory, memory, finisher, kits, licenses, tools, monitor, envelope inserters, cables, keyboards, additives, raw materials, plotter paper, etc.

Document Imaging Services/Solutions

Document imaging equipment systems can take many forms including microfilm, on demand printers, facsimile machines, copiers, multifunction printers, document scanners, computer output microfilm (COM) and archive writers, or indexing services. Document Imaging means the conversion of paper files (of any size or description) or microfilm / fiche to digital images. Digital Imaging means the conversion of digital files, but not limited to digital to microfilm/ fiche, and microform to digital conversion. This RFO seeks Document Imaging Services or Solutions that may include but are not limited to:

- Document Conversion
- Preservation and Archive Scanning and Imaging
- Document preparation
- Indexing and formatting
- Digital retention, storage and hosting
- Microfiche and Digitization Imaging
- Image Enhancement
- ICR/OCR/OMR
- Interface with Customer system

Security

The Vendor must provide for the security of all Documents picked up from Customer and the Documents must be transported in a closed and locked vehicle with appropriate climate control. Documents must be secured in such a manner as to prevent them from being damaged or disarranged during transport.

The Vendor must take all necessary precautions to ensure against loss or theft while in possession of the Documents, or at any time while they are the Vendor's responsibility (as in the case where an authorized subcontractor is used). Additionally, the Vendor must have appropriate staff criminal history checks and bonding as required by the Customer's written SOW or ordering document. The Vendor must maintain proper control and handling of the Documents in order to prevent unauthorized access and/or access to the Documents by unauthorized individuals.

The Vendor must provide for Secure storage of Source Media while in its' custody. It is reasonable for the Vendor to store Source Media for 30 Business Days before the start of a project and 30 Business Days after the completion date at no cost to Customer. If there is a charge for additional days of storage, then it must be included in Bid Package 2, Pricing Index, tab 3 Entire Product Offering. Completion date should be defined as the final delivery date for the records imaged

unless otherwise agreed by the Vendor and Customer. The Vendor must not connect imaging equipment to the internet without Customer's prior written approval.

The Vendor must utilize a location that is properly Secured in order to ensure adequate protection against theft of or damage to Customer Documents. Documents should not be exposed to food, drink, or other contaminants at any time. Documents must be unloaded and scanned in a Secure location and may not be left in an unsecure location or in a Secure location accessible to unauthorized persons.

Vendor's facilities must meet or exceed the following minimum security and environmental requirements:

- physical security and access control systems;
- basic environmental controls, such as air conditioning and heating;
- an automatic fire detection system;
- emergency opening and alarm activation capabilities that are in compliance with all applicable government fire and safety codes;
- 24 hours per day / 365 days per year police and fire monitoring; and
- Immediately upon becoming aware of any loss, damage to or theft of Customer Documents, data, Images, etc., the Vendor must notify the Customer and the DIR Contract Manager.

The Vendor must perform all functions of the Contract and keep all related data always and exclusively within the continental United States. All work and data must remain always and exclusively in the continental United States. The Vendor must handle, distribute, and store confidential Documents in accordance with all applicable security regulations and laws, including but not limited to Texas Business and Commerce Code Chapters 521, 502, and 503; 15 USC §§6801 et seq. (Gramm-Leach-Bliley Act), 26 USC §§ 6108, 7609 (Tax Reform Act), 5 USC §552a (federal Privacy Act); 29 USC §1181 et seq. (HIPAA). In addition, Vendors must also support Customer's processes for managing records' lifecycle. Additionally, Vendor must comply with, at a minimum, the statutes and regulations regarding all record management and electronic records listed below:

- State – Gov't Code 441.180-205 and rules 13 TAC 6
- Local – Local Government Records Act – Local Gov't Code 201-205 and rules 13 TAC 7

The following items are included in Bid Package 2 Pricing Index, tab 3 (Entire Product Offering) under Document Imaging Services/Solutions. Vendor's proposed pricing may offer one, all or none of the following items, depending on their line of business. These categories have been identified from product/services sales data on the current SPD contracts. In the event that the document imaging items listed in the Pricing sheets do not adequately align with the Vendor line-of-business/offerings, Bid Package 2, Pricing Index, tab 3 (Entire Product Offering) provides for **Miscellaneous/Other** products/services pricing to add unique or miscellaneous document imaging product/services/solutions, as long as the offering is with the scope of Document Imaging as defined in this RFO.

Black and White Image Capture	Low (200 DPI)		Index Field - Type 1	16-30 Characters
Black and White Image Capture	Medium (300 DPI)		Index Field - Type 1	31-45 Characters

Black and White Image Capture	High (400 DPI)	Index Field - Type 2	Up to 15 Characters
Black and White Image Capture	Very High (600 DPI +)	Index Field - Type 2	16-30 Characters
Black and White Image Capture	Preservation < 600 PPI	Index Field - Type 2	31-45 Characters
Black and White Image Capture	Preservation >= 600 PPI	Searchable PDF Documents	Scanned images with text portions
Color Image Capture Service/Solution	Medium (300 DPI)	Special Document Handling Service/Solution	Handling includes overnight vault storage services
Color Image Capture Service/Solution	High (400 DPI)	Special Document Handling	Special handling for fragile materials
Color Image Capture Service/Solution	Very High (600 DPI +)	Special Document Handling	Handling includes stringent environmental requirements/solutions
Color Image Capture Service/Solution	Preservation < 600 PPI	Capture from Special Formats Service/Solution	Photographic prints
Color Image Capture Service/Solution	Preservation >= 600 PPI	Capture from Special Formats	Photographic negatives
Large Format Image Capture Service/Solution	Medium (300 DPI)	Capture from Special Formats	Newspapers
Large Format Image Capture Service/Solution	High (400 DPI)	Capture from Special Formats Service/Solution	X-Rays
Large Format Image Capture Service/Solution	Very High (600 DPI +)	Capture from Special Formats Service/Solution	Manuscripts
Transparent Media Image Service/Solution	Medium (1200 PPI)	Capture from Special Formats Service/Solution	Drawings
Transparent Media Image Service/Solution	High (2400 PPI)	Capture from Special Formats Service/Solution	Bound Books
Transparent Media Image Service/Solution	Very High (4000 PPI +)	Enhancing Images Service/Solution	Bit depth
Image Processing Service/Solution	Low (200 DPI)	Enhancing Images Service/Solution	Resolution
Image Processing Service/Solution	Medium (300 DPI)	Enhancing Images Service/Solution	Tonal dynamic range
Image Processing Service/Solution	High (400 DPI)	Enhancing Images Service/Solution	Contrast
Image Processing Service/Solution	Very High (600 DPI +)	Enhancing Images Service/solution	Color space
Image Processing Service/Solution	Preservation < 600 PPI	Delivery Media	CD
Image Processing Service/Solution	Preservation >= 600 PPI	Delivery Media	DVD

Microfiche Conversion Service/Solution	Conversion of microfiche to digital Images	Delivery Media	USB
Microfilm Conversion Service/Solution	Conversion of microfilm to digital Images	Delivery Media	External hard drive
Index Field - Type 1	Up to 15 Characters	Transportation of Source Material	Secure carrier charge for each box in shipment
Secure Document Destruction Service/Solution	Non-Paper Destruction Service/solution	Secure Document Destruction Service/Solution	Paper Destruction

Source Document Destruction or Return

Upon termination or completion of all work and/or at specified intervals as required by Customer, the Vendor must comply with the Customer requirements for Document disposal or return. All source Documents and materials produced or delivered, if not already the property of the Customer, will become and remain the property of the Customer.

When required by the SOW, the Vendor must destroy (rather than return) the Source Media and as requested, send written confirmation or certificate of destruction to the Customer that the information has been destroyed. State agencies are required to use the set-aside Document Destruction Services Contracts as per Human Resources Code §122.008 and Vendor(s) are encouraged to accommodate the Customer requirements. It is not expected that Documents are to undergo Re-preparation if the Documents are to be destroyed; however, it is always dependent on Customer requirements as spelled out in the SOW as to what will be required with Documents following imaging.

All data must be destroyed in accordance with Customer records series retention periods and records management practices via written consent. This requirement includes any data that may have been captured by scanning devices used in a Digital Imaging project for any PA. The Vendor must comply with the requirements of 1 TAC §202.26 or §202.76, as applicable, regarding destruction of information stored on hard drives or other media.

The Vendor must describe how all data Captured will be destroyed once data backup and retention requirements no longer apply and certify in writing to the Customer that the information has been destroyed.

Customer Service

The Vendor must deliver "best in class" Customer Service. Vendor's Service Level Support Agreement should address Vendor Customer Service including, but not limited to, general service call center, relationship management for escalation of issues, and technical representative available to the Customer. A well-detailed Service Level Support Agreement will provide descriptions of all aspects of customer service related to services to be performed and solutions provided by Vendor under a Contract issued as a result of this RFO including standard procedures and corrective action procedures if issues are discovered by the Customer.

Training

If training is requested by PA, Vendor shall provide all training at no cost unless training costs

are listed on the Price Sheet Attachment. Use your response to describe your Training Services and what separates your company from others.

Enterprise Content Management (ECM)

Enterprise Content Management (ECM) is used to create, store, distribute, discover, archive, transform and manage unstructured content (such as scanned documents, email, reports, medical images and office documents), and ultimately analyze usage to enable organizations to deliver relevant content to users where and when they need it. Products may include Content Services Platform (CSP) which is a set of services and microservices, embodied either as an integrated product suite or as separate applications that share common APIs and repositories, to exploit diverse content types and to serve multiple constituencies and numerous use cases across an organization. This kind of platform can be delivered as an integrated product suite or as separate applications that have similar APIs and repositories. The changes in this space represent a shift from self-contained systems and repositories to open services.

The ECM in this RFO includes such software and SaaS and cloud services to facilitate content management records management, document management, document storage/ imaging/archiving/retrieval, and enterprise content management such as, but not all inclusive as:

- IT Based ECM Software and Services to include (although not all inclusive):
    - document conversion;
    - records management and storage;
    - information governance;
    - transactional content management;
    - social content management;
    - online channel optimization; and
    - infrastructure content management.
    - Software as a Service for video, mobility, social, and cloud platforms.
    - Digital Asset Management
    - Archiving
    - Imaging
    - Business Process Management
    - Records Management
    - Document Management
    - Web Content Management

3.1.1 Pricing

Any Vendor responding to this RFO must submit specific pricing for the products requested herein. For the purposes of obtaining pricing and evaluating the responses to this RFO, the products and related services, if any, shall be priced and discounted as instructed in this solicitation number DIR-TSO-TMP-419. All products for Managed Print Services, Printers, Copiers, 3D printers and Scanning & Plotting Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services may be made available on a single Vendor contract depending upon 1) the vendor's offerings in their proposal, 2) successful evaluation scoring, and 3) successful negotiations.

Vendors must submit pricing on DIR's Automated Pricing Form in the BidStamp VIS. Failure to

respond as instructed may result in Vendor's offer being disqualified from further evaluation.

3.1.1.1 Bid Package 2 Pricing Index

Pricing Index: Bid Package 2 has six (6) tabs.

- The **first tab** (titled **1 - Instructions**) contains instructions for completing the Price Sheets that will assist as the Vendor completes their proposal.

- The **second tab** (titled **2** - **BidStamp Pricing Sheet**) has representative samples (titled **EXAMPLE**) of products. Below Examples (in white/uncolored rows) is a list of products that should be entered in to the BidStamp VIS Portal Price Form. Vendor must offer only one price for each product listed. The price to the DIR Customer shall include all shipping and handling fees. **If you do not offer the product listed in tab 2 Price Sheet, do not enter it into the BidStamp VIS Portal Price Form. If you do offer the product listed in tab 2 Price sheet, enter it into the BidStamp VIS Portal Price Form.** You will not be penalized if you do not offer a particular product and it will not affect Vendor's scoring/rating.

    - MPS Category: For instance, if you do not offer a copier line that falls within the M1 Volume Band (1 – 30 Pages per Minute [PPM]) then you should not enter it into the BidStamp VIS Portal Price Form. If you do offer six M1 Volume Band products/copiers, there are separate rows on the Pricing Sheet for **"lowest"** and **"highest".** Of the six M1 Volume bands that you offer, list the lowest-priced product and the highest-priced product/copier in the M1 Volume Band of the BidStamp VIS Portal Price Form.

- Tab 2 – BidStamp Pricing Sheet (tab 2) has sections titled:
    - Managed Print Services, Network Devices, Non-Network Devices [scanners, plotters, facsimiles, etc.] (**MPS**)
    - Document Imaging (**DIS**)
    - Enterprise Content Management (**ECM**)

  NOTE: For BidStamp VIS Portal Price Form, it is very IMPORTANT that for each applicable category only enter **"MPS"**, **"DIS"** or **"ECM"** in the **BRAND** Column.

- For BidStamp ENTRY: It is IMPORTANT to know if the following fields are left blank or not populated an ERROR will occur:
    - BRAND
    - Product Number/SKU
    - MSRP
    - Discount % off MSRP
    - Manufacturer or Reseller

- The **Third tab** (titled **3 - Entire Product Offering MPS**) provides several examples under each category:
  - Managed Print Services, Network Devices, Non-Network Devices
    - Service Level Agreement "SLA Project/SOW"
    - Related Services
    - Accessories
    - Miscellaneous/Other

- The **Fourth tab** (titled **4 - Entire Product Offering DIS**) provides several examples under each category:
  - Document Imaging
    - Miscellaneous/Other

- The **Fifth tab** (titled **5 - Entire Product Offering ECM**) provides several examples under each category:
  - Enterprise Content Management
    - Related Services
    - Miscellaneous/Other

  Vendors must submit their complete catalog of products with specific pricing in the format outlined on **third tab, fourth tab and fifth tab** titled **3 - Entire Product Offering-MPS, 4 - Entire Product Offering-DIS and 5 - Entire Product Offering-ECM**. This Microsoft Excel ™ file shall be submitted as an attached file to the Vendor proposal through the VIS Portal. Vendor should add additional rows to provide **all** products and pricing that are offered in their response. Vendor should not delete any tabs or delete any columns. **If a product or service is not listed in tabs 3 - Entire Product Offering-MPS, 4 - Entire Product Offering-DIS and 5 - Entire Product Offering-ECM Entire Product Offering, it may not be offered on a resulting contract.**

- The **sixth tab** (titled **6 - Volume Discount**): DIR encourages Vendors to offer VOLUME pricing for specific Products and/or Services on the spreadsheet tabs of Bid Package 2, Pricing Index. In addition to VOLUME pricing for specific Products and/or Services, DIR encourages Vendors to propose increased discount based on total statewide aggregate contract sales for Products and Services. See Instruction tab in Bid Package 2, Pricing Index for volume pricing instructions.

DIR is not soliciting Managed Print Services (MPS), Printers, Copiers, 3D Printers, and Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services for the agency. DIR establishes statewide master contracts for use by DIR eligible customers. DIR competitively bids for information technology products and services.

Customers must identify their own needs, then contact an awarded DIR Vendor and obtain a price quote for products/services. Customers may submit a statement of work or purchase order to the Vendor when obtaining a quote based on their needs. The Customer makes the best value determination and issues a purchase order directly to the Vendor.

This RFO is **not** a solicitation for professional or consulting services as defined in Chapter 2254, Texas Government Code.

3.2. Related Services

Related services are any value-added service that Vendor may perform as related to the products proposed in Section 3.1. Related services include but are not limited to: product installation, maintenance and technical support, project management, managed services and product training and Managed Print Services. Any Vendor offering product Services must submit a description of those services and the related pricing in Bid Package 2 Pricing Index, tab 3 (Entire Product Offering) of the spreadsheet in the Automated Pricing Form in the BidStamp VIS in the (MS Excel©) format provided in the Pricing Sheet attachment. **If a product or service is not listed on Tab 3 - Entire Product Offering-MPS, Tab 4 - Entire Product Offering-DIS or Tab 5 - Entire Product Offering-ECM Entire Product Offering, it may not be offered on a resulting contract.**

This RFO is **not** a solicitation for professional or consulting services as defined in Chapter 2254 of the Texas Government Code.

3.3. Emerging Technologies

DIR recognizes that technology is ever-evolving and advancing. DIR reserves the right to consider the addition of emerging technology such as next generation, enhancements and upgrades for products or services that are within the scope of DIR-TSO-TMP-419. Vendor may propose such products and related services throughout the term of the contract. In order to meet the needs of DIR customers, DIR may request the addition of products and services within scope of DIR-TSO-TMP-419 by augmenting the original solicitation through a competitive bidding process. Pricing and terms will be negotiated upon DIR agreement. Any determination will be at DIR's sole discretion and any decision will be final.

3.4. Threshold and SOW Requirements

State Agency Customers (not including institutions of higher education), must adhere to the requirements of Senate Bill 533 (85R) relating to DIR Cooperative Contracts. Senate Bill 533 (SB533) requires state agencies to adhere to the following purchasing thresholds:

Threshold Requirements for IT Commodities (Hardware, Software and Services)

Contract Value	Number of DIR Vendors
$50,000 or less	May award directly to DIR Vendor of choice
$50,000.01 to $1,000,000,00	Three (or all DIR Vendors in a category with less than three vendors)
$1,000,000.01 to $5 million	Six (or all DIR Vendors in a category with less than six vendors)
More than $5,000,000.01	Agencies must conduct an independent procurement and cannot use DIR Cooperative Contracts

In addition, TGC Section 2157.0685 requires that state agencies procuring more than $50,000

worth of services from DIR Contracts must submit their draft and final Statements of Work to DIR for review and approval prior to making payment to a Vendor.

Threshold and SOW review and signature processes do not apply to Institutions of higher education, K-12, local governments, assistance organizations, or out-of-state customers.

3.5. Electronic and Information Resources (EIR) Accessibility

Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and WCAG 2.0 AA as applicable, and when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Accordingly, **all Vendors must submit completed VPAT form (Bid Package 9) or links to completed VPATs located on manufacturer websites for each proposed product or product family prior to an award for the proposed product or product family.** Instructions on how to complete a VPAT® can be found on DIR's website.

Vendors claiming that a proposed product or family of products is exempt from accessibility requirements must use the VPAT form to: (1) specify each exempt product or product family and indicate "Not Applicable" in the "Supporting Features" column of the Summary Table; (2) provide an explanation in the "Remarks" column of Summary Table.

- For Consumer Off the Shelf (COTS) products, including Software as a Service (SaaS), a completed, accurate **Voluntary Product Accessibility Template (VPAT)** for each product or service included in the submitted pricelist.

Vendors who do not already have accessibility documentation should complete the form located here: http://www.itic.org/public-policy/accessibility. Vendors that claim their products are exempt from accessibility requirements must present that position to DIR as a question during the question and answer period of the solicitation.

In addition to the VPAT requirement, vendors **must** complete the **Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment**. (Bid Package 10)

3.6. Form of Contract

3.6.1 Sample Contract and Terms Negotiation

Negotiation: The final terms and conditions of any contract awarded as a result of this RFO shall be agreed upon during negotiation. However, the minimum standard terms and conditions that shall be included in any awarded contract are contained in the **sample** *Contract for Products and Related Services* attached as "Bid Package 3" and the *Standard Terms and Conditions for Products and Related Services Contracts* attached as "Bid Package 4" to the posting for this RFO, requisition number DIR-TSO-TMP-419, on the Electronic State Business Daily, http://www.txsmartbuy.com/sp

3.6.2 Proposed Changes and Exceptions

Caution: Vendors' Responses may be disqualified if their exceptions are excessive, or if they except to non-negotiable terms, as described below. Item 11 of Exhibit A contains the format for Vendor to note any exception to any provision, term, or condition specified in the *Contract for Products and Related Services and Standard Terms and Conditions for Products and Related Services Contracts*. Vendor should provide any proposed changes to contract language in redline in the "Proposed Language (redline)" column of the chart in Item 11 of Exhibit A. **Vendors may request exceptions to standard contract terms and conditions; however, (1) where noted, exceptions to certain terms and conditions will not be allowed. If Vendor is unable to comply with these provisions, the Vendor's response may be subject to disqualification from further consideration for this solicitation; (2) DIR in its discretion may or may not accept the Vendor's requested exceptions; and (3) material deviations (including excessive, additional, inconsistent, conflicting or alternative terms) may render the Offer non-responsive and may result in rejection of the bid.** An explanation as to why the Vendor cannot comply with the provision, term, or condition and proposed alternative language **must** be included in the response. If Vendor fails to note any exception, Vendor will not be allowed to request an exception upon award or at some later date.

DIR anticipates an initial contract term of two (2) years renewable automatically in one (1) optional two-year renewal and one (1) optional one-year renewal under the same terms and conditions, unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modifications of terms or not renew. In the event of prolonged contract negotiations DIR may in its discretion offer Vendor a shorter contract term.

DIR reserves the right to make changes to the *Contract for Products and Related Services* or the *Standard Terms and Conditions for Products and Related Services Contracts* if it is in the best interest of the State to do so. Should this occur prior to the award of any contracts as a result of this RFO, any Vendors selected for negotiations will be notified.

4. General Information

4.1. Point of Contact

All communications regarding this RFO must be addressed in writing to:

Carrie Thomas
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Phone: 512-936-2353
Fax: 512-936-6896
Internet: carrie.thomas@dir.texas.gov

4.2. Contact with DIR Staff

Upon issuance of this RFO, employees and representatives of DIR other than the Point of Contact identified in Section 4.1 will not discuss the contents of this RFO with any Vendor or their representatives. **Failure of a Vendor and any of its representatives to observe this restriction may result in disqualification of any related response.** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

4.3. Anticipated Schedule

4.3.1 RFO Schedule

It is DIR's intention to comply with the following schedule for this RFO. These dates represent a tentative schedule of events. DIR reserves the right to modify these dates at any time. Prospective Vendors will be notified of modifications to the schedule via the Electronic State Business Daily (ESBD) web site.

Date/Time	Activity
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 A.M. – 11:00 A.M. (CT)	*Optional* Vendor Conference
January 7, 2019 2:00 P.M. (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	*Estimate* for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 4, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 4, 2019 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution

4.3.2 Vendor Conference

The Optional Vendor Conference will be held on the date and time specified in RFO Section 4.3.1 above at the location listed below. Please bring a copy of the RFO to the Vendor Conference, as DIR will only supply a limited amount of copies.

William P. Clements Building
300 W. 15th Street
Ground Floor, Room 103
Austin, Texas 78701

Webinar Information
A webinar will be held on the date and time specified in RFO Section 4.3.1 above.
To reserve a webinar seat, register at:

https://attendee.gotowebinar.com/register/2982423486435590147

After registering, you will receive a confirmation email containing information about joining the Webinar.

DIR will provide conference and webinar attendees with an opportunity to submit written questions at the conference. All questions submitted at the conference must reference the appropriate RFO page and section number. Although DIR may provide tentative verbal responses to questions at the conference, responses are not official until they are posted as an addendum to this RFO on the Electronic State Business Daily, http://www.txsmartbuy.com/sp. DIR reserves the right to amend answers prior to the offer submission deadline.

Any addenda and/or amendment to this procurement solicitation will be posted as an addendum on the Electronic State Business Daily. It is the responsibility of interested parties to periodically check the ESBD for updates to the procurement during the time period that the solicitation is Open per the RFO Schedule in 4.3.1. Respondent's failure to periodically check the ESBD will in no way release the selected Vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFO.

4.3.3 Written Questions and Official Answers

Vendors shall submit all questions regarding this RFO through the BidStamp VIS. **Questions regarding this RFO will be accepted until the date and time specified above in Section 4.3.1, RFO Schedule.** Note: Texas observes Daylight Savings Time. Official answers will be posted as an addendum to this RFO, requisition number DIR-TSO-TMP-419 on the Electronic State Business Daily (ESBD), http://www.txsmartbuy.com/sp. DIR reserves the right to amend answers prior to the offer submission deadline.
Any addenda and/or amendment to this procurement solicitation will be posted as an addendum on the Electronic State Business Daily. It is the responsibility of interested parties to periodically check the ESBD for updates to the procurement prior to submitting a bid. Respondent's failure to periodically check the ESBD will in no way release the selected Vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFO.

4.4. Historically Underutilized Businesses

The purpose of the Historically Underutilized Business (HUB) Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. Each state agency must make a good faith effort to meet or exceed the goals identified below and assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year in accordance with the following procurement goals/percentages:

1. 11.2% for heavy construction other than building contracts;
2. 21.1% for all building construction, including general contractors and operative builders' contracts;
3. 32.9% for all special trade construction contracts;
4. 23.7% for professional services contracts;
5. 26.0% for all other services contracts;
6. 21.1% for commodities contracts.

It is the policy of DIR to make a good faith effort to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161.252(b), and HUB Rules promulgated by the Comptroller of Public Accounts (CPA), 34 TAC, Chapter 20.

HUBs are strongly urged to respond to this RFO. Under Texas law, state agencies are required to make a good faith effort to assist HUBs in receiving certain percentages of the total value of contract awards. Vendors who meet the qualifications are strongly encouraged to apply for certification as HUBs.

4.4.1 HUB Subcontracting Plan

DIR has determined that subcontracting is probable under any contract awarded as a result of this RFO. **The HUB Goal for this RFO is 21.1%. ALL VENDORS RESPONDING TO THIS RFO, INCLUDING THOSE THAT ARE HUB CERTIFIED OR THOSE WHO DO NOT PLAN TO SUBCONTRACT, MUST COMPLETE A HUB SUBCONTRACTING PLAN (HSP) IN ACCORDANCE WITH THE STATE'S POLICY ON UTILIZATION OF HUBs. THE HSP MUST BE INCLUDED AS PART OF THE RESPONSE TO THIS RFO. FAILURE TO COMPLETE THE HSP AS INSTRUCTED MAY RESULT IN DISQUALIFICATION OF THE RESPONSE FROM CONSIDERATION.** The State's Policy on Utilization of Historically Underutilized Businesses and HSP forms are available in the BidStamp VIS. Please review the HSP forms carefully and allow sufficient time to identify and contact HUBs and allow them to respond. Note that Vendors must demonstrate a good faith effort to contract with new HUBs if currently proposed HUBs have performed as subcontractors to the Vendor for more than five years. If the Vendor does not plan to subcontract, Vendor must state that fact in their plan. An original, signed paper copy of the HSP must be uploaded into BidStamp. The completed plan shall become a part of the contract that may be awarded as a result of this RFO.

4.4.2 HUB Continuing Performance

Any contracts awarded as a result of this RFO shall include reporting responsibilities related to HUB subcontracting. Awarded Vendors may not change any subcontractor without submitting a revised HUB Subcontracting Plan (HSP). Any change to a subcontractor and revised HSP must be approved in writing by DIR prior to implementation.

4.4.3 HUB Resources Available

A list of certified HUBs is available on the Texas Comptroller of Public Accounts (CPA) Website at: https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. For additional information, contact the CPA's HUB program office at StatewideHUBProgram@cpa.texas.gov. If Vendors know of any businesses that may qualify for certification as a HUB, they should encourage those businesses to contact the

CPA HUB program office.

4.5. Vendor Qualifications

4.5.1 Authorized Vendors

Vendors who respond to this RFO must be one of the following:

1) Vendor who will sell directly to Customers through a Co-op Contract. Any proposing Vendor who is not the Manufacturer/Publisher must supply a signed letter from the Manufacturer/Publisher certifying that Vendor is an authorized reseller of Manufacturer's/Publisher's products to the agencies and political subdivisions of the State, including institutions of higher education, and may sell such products under the terms and conditions of the DIR Contract, in support of Vendor's proposal. Signed letters of authorization must be submitted with Vendor's proposal. **Failure to supply the letter may result in elimination of the related proposal from the solicitation process.**

2) Vendor who will execute a Co-op Contract with DIR and designate one or more qualified dealers or resellers (Order Fulfillers) to sell directly to Customers on its behalf. Vendor may also sell directly to Customers. Vendors responding to this RFO must supply a signed letter from the Manufacturer/Publisher certifying that Vendor is an authorized reseller of Manufacturer's/Publisher's products to the agencies and political subdivisions of the State, including institutions of higher education, and may sell such products under the terms and conditions of the DIR Contract, in support of Vendor's proposal. Signed letters of authorization must be submitted on Manufacturer/Publisher letterhead with original signature with Vendor's proposal. **Failure to supply the letter may result in elimination of the related proposal from the solicitation process.**

4.5.2 Federal Requirements

1) State agencies are prohibited from doing business with terrorists and terrorist organizations. Any Vendor listed in the prohibited Vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control (Terrorism List) shall not be awarded a Contract as a result of this RFO. Any Vendor awarded a Contract as a result of this RFO must agree that if at any time during the term of the contract the Vendor is listed on the Terrorism List, the Vendor shall promptly notify DIR. As part of DIR's contract management, periodic checks will be performed to ensure any Vendor awarded a contract as a result of the RFO remains in compliance with these Federal Requirements. DIR shall have the absolute right to terminate the contract without recourse in the event Vendor becomes listed on the Terrorism List.
2) Should any Vendor or its principals awarded a Contract as a result of this RFO become suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration, the Vendor's contract will be terminated without recourse.
3) Vendor shall comply with the requirements of the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996

("IIRIRA"), and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of the 1996 Act who will perform any labor or services under this Contract.

4.5.3 Vendor Performance and Debarment

In accordance with 34 TAC, Chapter 20, Subchapter C, any Vendor that is debarred from doing business with the State of Texas will not be awarded a contract under this solicitation. The list of debarred Vendors is located on the CPA Web site at: http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/

4.5.4 Required Vendor and Subcontractor Current and Former State Employee Disclosures

Vendor shall disclose, for itself and on behalf of all of its Subcontractors, in its response to Section 12 of Exhibit A to the RFO, all of the following:

1) Any current or former employees of Vendor who will spend 20% or more of their time on a contract resulting from this RFO and are current or former employees of DIR within the past five (5) years;
2) Any proposed Vendor personnel assigned to work directly on any Contract to arise from this RFO 20% or more of their time who are related within two degrees of consanguinity of any current or former employees of DIR. Disclosure of former state employees may be limited to the last five (5) years; and
3) Vendor will certify that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If Section 669.003 applies, Vendor will complete the following information in order for the response to be evaluated: Name of Former Executive, Name of State Agency, Date of Separation for State Agency, Position with Vendor, and Date of Employment with Vendor.

4.6. Response Deadline and Submission Requirements

Vendors are invited to submit responses in accordance with the requirements outlined in this document. Responses must be received by DIR on or before **the solicitation response due date listed in section 4.3.1. No late responses will be reviewed**. No facsimile or e-mail responses shall be accepted. No physical written responses will be accepted unless pre-approved and authorized by DIR in accordance with section 2.1 of this solicitation.

4.6.1 Official Timepiece

The clock in the DIR Purchasing Office at 300 W. 15th Street, 13th Floor, Room 1335, is the official timepiece for determining compliance with the deadline. All responses will be date and time stamped electronically in the BidStamp VIS or if accommodation is granted by DIR, when received by the Purchasing Office on the 13th floor.

4.7. Response Format and Contents

Per section 2.1 of this solicitation, any Vendor responding to this RFO must submit their response through the BidStamp VIS unless granted an accommodation by DIR by the appropriate deadline.

4.7.1 Mandatory Response Contents

VENDOR MUST PROVIDE THE ITEMS LISTED BELOW OR THE RESPONSE WILL BE REJECTED.

1) **Vendor Information – Exhibit A of this RFO**
   This form must be filled out in its entirety and **signed** by an officer or agent empowered to contractually bind the Vendor. Vendors Response should offer information to support its capability to provide the products and services requested in this RFO. Attachments 1 and 2 must be completed and submitted with the response if applicable per Item 21, Canceled Contracts.

2) **Vendor History and Experience - Exhibit B of this RFO**
   Vendors Response should offer information to support its capability to provide the products and services requested in this RFO.

3) **Contract Marketing and Support Plan – Exhibit C of this RFO**
   Vendor must provide a plan that describes the Vendor's ability and strategy for promoting and supporting the contract, if awarded.

4) **HUB Subcontracting Plan Forms – Exhibit D of this RFO**

   All Vendors, **INCLUDING THOSE WITH HUB DESIGNATION AND THOSE THAT DO NOT PLAN TO USE SUBCONTRACTORS**, must submit a HUB Subcontracting Plan. **The HUB Subcontracting Plan Form is provided in the BidStamp VIS portal**. Refer to Section 4.4 for more information regarding HUB subcontracting. **Note: For the purposes of the HUB Subcontracting Plan, Order Fulfillers designated by a manufacturer or publisher to sell directly to Customers on its behalf are considered subcontractors. The signed copy of the HSP must be uploaded and submitted in the BidStamp VIS.**

5) **Product Pricing**
   Vendor shall provide a detailed description and the specific pricing for any products and related services that Vendor is proposing to offer in response to this RFO **via the Automated pricing Form in the BidStamp VIS**. Vendor shall provide specific pricing for the products and related services applicable to their response. Bid Package 2 – Pricing Index will be uploaded into BidStamp VIS.

6) **Signed letter(s) from the Manufacturer / Publisher,** on Manufacturer/Publisher letterhead certifying that Vendor is an authorized reseller of Manufacturer's / Publisher's products. Handwritten signature or certified digital signature (i.e. Docusign) are acceptable; typed or script font signatures are not.

7) **Software License Agreements and/or Service Agreements**
   Vendor shall provide any Software License Agreements and/or Service Agreements that are applicable to the services Vendor is proposing. These Agreements must, at a minimum, allow and provide for inclusion of the terms and conditions of the *Contract for Products and Related Services* (Bid Package 3) and the *Standard Terms and Conditions for Products and Related Services Contracts* (Bid Package 4).

8) Policy-Driven Adoption for Accessibility – Bid Package 10

Vendor must provide the PDAA form (Bid Package 10) as requested in Section 3.5, Electronic and Information Resources (EIR) Accessibility, of this RFO.

4.7.2 References – Bid Package 8

Vendor must send the Vendor Reference Questionnaire (Bid Package 8) to three (3) companies or government agencies. Instructions are included on the questionnaire. Vendor may submit the Vendor Reference Questionnaire to companies or government agencies through the BidStamp VIS. DIR is not responsible for undeliverable e-mails or for non-responsive references. Vendor's references will be evaluated in accordance with Section 5.2.2. Include all requested information. References must respond to DIR on the form provided by the due date in order to be considered in proposal evaluation. The Vendor Reference Questionnaire form must be submitted directly from the reference to DIR. The Vendor may not submit the reference form to DIR. References may be contacted for clarification at DIR's discretion.

4.7.3 Accessibility of Electronic Response Documents – Bid Package 9

Vendor response documents should be submitted in a format that is accessible to people with disabilities. This can include, but is not limited to accessible Office, Adobe PDF, or other productivity document suite. **Vendor should not submit scanned documents.**

4.8. Rejection of Responses

DIR has sole discretionary authority and reserves the right to reject any and all responses received as a result of this RFO. Responses that do not comply with the mandatory submission requirements may be rejected. In addition, DIR reserves the right to accept or reject, in whole or in part, any responses submitted, and to waive minor technicalities when in the best interest of the State.

4.9. Right to Amend or Withdraw RFO

DIR reserves the right to alter, amend or modify any provision of this RFO, or to withdraw this RFO, in whole or in part, at any time prior to the award of a contract if to do so is in the best interest of the State. DIR reserves the right to re-solicit for like or similar products and services whenever it determines re-solicitation to be in the best interest of the State.

Any changes or additional information regarding this RFO will be posted as an addendum to requisition number DIR-TSO-TMP-419 on the Electronic State Business Daily, http://www.txsmartbuy.com/sp. It is the responsibility of Vendors to monitor the web site for addenda. Vendor's failure to periodically check the ESBD will in no way release the vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFO Pre-agreement Costs.

DIR shall not be responsible or liable for any cost incurred by any Vendor in the preparation and submission of its response to this RFO or for other costs incurred by participating in this procurement process.

4.10. Ownership of Responses

All responses become the property of DIR. DIR reserves the right to use any and all information or materials presented in response to this RFO. Disqualification of a Vendor's response does not eliminate this right.

4.11. Public Information

DIR is a government agency subject to the Texas Public Information Act. Responses submitted to DIR as a result of this RFO are subject to release as public information after contracts are executed or if the procurement is terminated. Vendor may not mark its complete proposal "copyrighted" or mark every page as proprietary or confidential but if a Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response that it believes are exempt. In addition, the Vendor must specify which exception(s) are applicable and provide detailed reasons substantiating the exception(s).

The Office of the Attorney General (OAG) has the sole authority to determine whether information is confidential and not subject to disclosure under the Public Information Act DIR shall comply with all decisions of the OAG.

DIR assumes no responsibility for asserting legal arguments on behalf of any Vendor. Vendors are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

5. Evaluation, Negotiations, and Award

5.1. Evaluation of Responses

DIR will review proposals to determine responsiveness to this RFO. All determinations about responsiveness to this RFO are final. All proposals determined to be responsive will go through a financial review overseen by the Chief Financial Officer's (CFO's) office. **The financial review is a pass/fail determination that is final**. Only proposals that receive a passing grade will proceed to the Evaluation Committee. DIR will establish an Evaluation Committee to review all responses that have not been rejected. At any time during the evaluation process, DIR may ask any or all Vendors to elaborate on or clarify specific points or portions of their response. DIR's request and Vendor's response shall be in writing. Once initial evaluation of responses has been completed, the Evaluation Committee shall turnover the tabulated scores to the DIR purchasing office and shall conclude their duties.

5.2. Evaluation Criteria

5.2.1 Pass/Fail Criteria

In addition to the weighted criteria listed below DIR also reviews additional Pass/Fail criteria as follows:

1. DUNS Number and report is a Pass/Fail review conducted by the Finance Group (Exhibit A, Item 12)
2. Compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:
    a. A letter grade score of D or F in the Vendor Performance System;
    b. Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports,
    c. Having purchase orders that have been cancelled in the previous 12 months for non-performance (including but not limited to late delivery, etc.).
3. Completion of HUB Subcontract Plan (Exhibit D).

5.2.2 Weighted Evaluation Criteria

The criteria and weight to be used in determining the best value for the State are as follows:

- 45% - Pricing
- 30% - Vendor History and Experience and References in providing the products and services requested. (Exhibit B of Bid Package 1, and Vendor References)
- 25% - Vendor's plan for supporting the Contract – Exhibit C

Vendors will be evaluated on performance under existing and prior contracts for similar products or services and the evaluation may include consideration of Vendor performance as recorded in the CPA Vendor Performance Tracking System as described in the Texas Administrative Code, 34 TAC 20.108(b).

5.3. Oral Presentations, Best and Final Offer

DIR in its discretion shall make the determination whether to request oral presentations and/or engage in the Best and Final Offer process. Both oral presentations and the Best and Final Offer process, if held, will also be scored.

DIR reserves the right to continue to evaluate responses until such point as the best value, as defined by Texas Government Code, Section 2157.003, is obtained for the State.

5.4. Negotiations

At the conclusion of the evaluation, as described within Sections 5.1 through 5.3 above, DIR staff shall determine the number of Vendors with which it will start contract negotiations. In its discretion, DIR shall terminate contract negotiations when DIR determines that the best value for the State has been obtained. Then the staff will recommend award of one or more contracts to DIR Executive Management.

5.5. Award of Contract

DIR Executive Management shall make the decision to award any contracts, if in the best interest of DIR and the State to do so. The decision of Executive Management on any award is final. Any award for this RFO shall be posted under requisition number on the Electronic State Business Daily, http://www.txsmartbuy.com/sp, upon execution of a contract with one or more Vendors.

All responses and working papers pursuant to this RFO are not subject to disclosure under the Public Information Act until all contracts resulting from this RFO have been executed.

Any Contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature.

5.6. Vendor Protest Procedures

Any Vendor who is aggrieved in connection with this RFO, evaluation, or award of a contract may formally protest to DIR in accordance with the Vendor protest procedures posted on the DIR Web site at: http://dir.texas.gov/View-Information-For-Vendors/Pages/Content.aspx?id=21.

END OF RFO

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419
Bid Package 1 Exhibit A
Vendor Information

This form must be filled out in its entirety and signed by an officer or agent empowered to contractually bind the Vendor.

1) Company Name: _____

2) Comptroller of Public Accounts Vendor Identification Number: _____

3) Principal place of business
Address:
City:
State:
Zip Code:

4) Facility responsible for servicing the contract
Address:
City:
State:
Zip Code:

5) Contact Person regarding Vendor's response to the RFO
Name:
Address:
City, State, Zip:
Phone Number:
Fax:
Email:

6) Contact Person responsible for contract negotiation
Name:
Address:
City, State, Zip:
Phone Number:
Fax:
Email:

7) Officer or Agent empowered to contractually bind the Vendor:
Name:
Title:
Address:
Phone Number:

Fax:
Email:

8) Indicate whether or not your company is a certified Historically Underutilized Business (HUB) with the State of Texas by the CPA.
_____Yes _____No

9) Provide the year in which your company was created/incorporated.

10) Vendor must send the Vendor Reference Questionnaire to three (3) companies or government agencies. Instructions are included in Bid Package 5. DIR is not responsible for undeliverable e-mails or for non-responsive references. If DIR does not receive a vendor reference, Vendor will receive a score of "0" for that reference. Include all requested information. References must respond to DIR on the form provided by the due date in order to be considered in proposal evaluation. The Vendor Reference Questionnaire form must be submitted directly from the reference to DIR. The Vendor may not submit the reference form to DIR. Should this occur, the reference will be scored with a zero (0).

11) List below by subsection all exceptions to the *Contract for Product and Services* and *Standard Terms and Conditions for Product and Services Contracts* **in redline form**. You must include the basis of your exceptions and provide proposed alternate language. **If Vendor fails to list exceptions in its response, Vendor shall not be permitted to submit exceptions to the same section during the negotiation process or thereafter. Vendor shall not redline the contract or Exhibit A. All exceptions must be listed in the chart below.**

Section	Section Title	Explanation of Exception	Proposed Language (redline)

12) Vendor and Subcontractor Conflict of Interest Disclosure
List below all current or former employees of Vendor and/or proposed Vendor personnel with conflict of interests as follows:

1) Any current or former employees of Vendor who will spend 20% or more of their time on a contract resulting from this RFO and are current or former employees of the State of Texas within the past five (5) years; and

2) Any proposed Vendor personnel assigned to work directly on any Contract to arise from this RFO 20% or more of their time who are related within two degrees of consanguinity of any current or former employees of the State of Texas. Disclosure of former state employees may be limited to the last five (5) years.

Vendor Personnel:

Current or Former Employees who are current or former State employees (see Note 1 above)	Vendor Personnel related to State of Texas Employees (see Note 2 above)

Subcontractor personnel:

Current or Former Employees of Subcontractor(s) who are current or former State employees (see Note 1 above)	Subcontractor Personnel related to State of Texas Employees (see Note 2 above)

3) Vendor certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If Section 669.003 applies, Vendor will complete the following information in order for the response to be evaluated: Name of Former Executive, Name of State Agency, Date of Separation for State Agency, Position with Vendor, and Date of Employment with Vendor.

13) Proof of Financial Stability.

All Vendors responding to this RFO and all Vendors that will enter into a contract with DIR must be and remain current in payment of all taxes, including Sales and Franchise Taxes. In general, the Comptroller of Public Accounts must identify the Vendor to be “in good standing” and a Vendor with which the state is authorized to do business.

Vendors must provide a Dun and Bradstreet D-U-N-S number. The D-U-N-S number MUST be included in the Vendor’s response. **Failure to include the D-U-N-S number listed for the company shall cause automatic rejection of the response.**

14) Electronic Product Environment Assessment Tool (EPEAT). To the extent Customers use products provided by Vendor in the delivery of Services offered under this RFO, indicate whether the products provided are EPEAT certified and identify the applicable EPEAT rating (bronze, silver or gold) for certified products. If products provided are not EPEAT certified, describe Vendor's efforts to obtain EPEAT certified products.

15) For each manufacturer, Vendor is proposing in the RFO, indicate whether or not the manufacturer has a program to recycle the manufacturer’s computer equipment and if they recycle computers from other manufacturers. If you are a reseller, you must indicate whether your company has a recycling program or will use the manufacturer’s recycling program for the products listed in this RFO.

Manufacturer Name_____
Recycles their own computers? _____Yes _____No

Recycles other manufacturer's computers? _____Yes _____No
If Reseller, check one that applies:
_____Will use Manufacturer's program
_____Will use Respondent's own program

Provide documentation or citation (URL) where the recycling program resides to enable DIR to verify compliance with this requirement. _____

16) Statement of Compliance

A. Checklist for the RFO

The following checklist is provided for the convenience of Vendors in their response preparation process. It is not intended to represent an exhaustive list of the mandatory requirements for this RFO. Vendors must ensure that all mandatory requirements for this RFO are met, even if they are not included in this checklist. The mandatory documentation must be submitted with the original and each copy of the response.

A completed checklist shall not be binding on DIR's administrative review for compliance with the mandatory response contents specified in this RFO. As step one of the evaluation process, DIR will review all responses to ensure compliance with the mandatory response contents as specified in Section 3.7.3. of the RFO and reject any response that does not comply.

All responses must be received by DIR on or before the date and time specified in Section 3.3.1 of this RFO. No late responses will be reviewed.

Item	Check
Responses must be submitted in the BidStamp VIS Portal	
Mandatory Response Contents	
Vendor Information – Exhibit A	
Vendor History and Experience – Exhibit B	
Contract Support Plan – Exhibit C	
Manufacturer Letters, Section 4.5.1	
HUB Subcontracting Plan Forms – BidStamp VIS Form (Print, sign and upload)	
Pricing Form (BidStamp VIS Portal)	
Accessibility Documentation (PDAA), Section 3.5 RFO Requirement	
Service Agreement(s) *(if applicable)*	

B. **Certification Statement**

The undersigned hereby certifies on behalf of *insert company name here* that DIR-TSO-TMP-419; has been read and understood. In submitting its response *insert company name here* represents to DIR the following:
i) Vendor is capable of providing the products and services as described in the RFO;
ii) Vendor is offering true and correct pricing and discounts for the products and services;

iii) To the extent applicable to this scope of this Solicitation, Vendor hereby certifies that it is authorized to sell and provide warranty support for all products and services offered in the response to this solicitation number DIR-TSO-TMP-419;
iv) Vendor agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
v) as of the date of signature below, Vendor is not listed in the prohibited Vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control;
vi) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;
vii) Vendor certifies, under Texas Government Code, Sections 2155.004 and 2155.006, that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;
(viii) Vendor certifies that, to the extent applicable to this scope of this RFO, Vendor is in compliance with Health and Safety Code, Chapter 361, Subchapter Y, related to the Computer Equipment Recycling Program, and the related rules found at 30 TAC Chapter 328;
(ix) Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response;
(x) Vendor has not received compensation for participation in the preparation of specifications for this solicitation as required by Texas Government Code, Section 2155.004(a);
(xi) Vendor has not, nor has anyone acting for Vendor, violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
(xii) Vendor is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under Section 231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate, and any Vendor subject to Section 231.006 must include names and social security numbers of each person with at least 25% ownership of the business entity submitting the response, prior to award; .Enter the name and Social Security Numbers for each person below (alternatively, if this section applies, Vendor may make a note here and include Names and Social Security Numbers on a separate page and include it in the electronic folder labeled "Confidential and Proprietary."

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

xiii) Vendor agrees that any payments due under this Contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;
(xiv) Vendor agrees to comply with Texas Government Code, Section 2155.4441, relating to use of service contracts for products produced in the State of Texas;
(xv) Vendor certifies it is in compliance with Texas Government Code, Section 669.003, relating to contracting with executive head of a state agency;

(xvi) Vendor certifies for itself and its subcontractors that it has identified all current or former, within the last five years, employees of the State of Texas assigned to work on the DIR Contract 20% or more of their time and has disclosed them to DIR and has disclosed or does not employ any relative of a current or former state employee within two degrees of consanguinity, and, if these facts change during the course of the Contract, Vendor certifies it shall disclose for itself and on behalf of subcontractors the name and other pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity;

(xvii) Vendor represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety;

(xviii) Vendor certifies that if a Texas address is shown as the Principle Place of Business in Exhibit A, Vendor Information Form, Vendor qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part I, Chapter 20;

(xix) Vendor understands and agrees that Vendor may be required to comply with additional terms and conditions or certifications that an individual Customer may require due to state and federal law (e.g., privacy and security requirements); and

(xx) Vendor agrees that these representations will be incorporated into any subsequent agreement(s) between Vendor and Customer that result from this RFO; and

(xxi) Respondent certifies that there have been ☐ **yes /** ☐ **no** canceled contracts in the past five (5) years. Note: If yes is checked, Respondent must complete Exhibit A, Attachment 1 & 2 and submit with the response; and

(xxii) Vendor represent and warrant as required by Texas Government Code section 2270.002, by executing this Contract, that Vendor does not, and will not during the term of this Contract, boycott Israel. Vendor further certifies that no subcontractor of the Vendor boycotts Israel, or will boycott Israel during the term of this Contract. Vendor agrees to take all necessary steps to ensure this certification remains true during the term of this Contract.

_____

Signature of Officer or Agent empowered to contractually bind the Vendor

_____

Date

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Exhibit A
Attachment 1
List of Vendor's Cancelled Contracts

THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR ANY IDENTIFIED CONTRACT CANCELLED WITHIN THE PAST FIVE YEARS REFERENCE AND SUBMITTED WITH THE RESPONDENT'S REQUIREMENTS SUBMISSION

RESPONDENT NAME: _____

COMPANY NAME			
COMPANY ADDRESS (Street, City, State, Zip Code)			
*CONTACT NAME / PHONE			
*E-MAIL			
CONTRACT AWARD DATE:	OPERATIONS START DATE:	CONTRACT CANCELLATION DATE:	
DESCRIPTION OF SERVICE:			
REASON FOR CANCELLATION:			

COMPANY NAME			
COMPANY ADDRESS (Street, City, State, Zip Code)			
*CONTACT NAME / PHONE			
*E-MAIL			
CONTRACT AWARD DATE:	OPERATIONS START DATE:	CONTRACT CANCELLATION DATE:	
DESCRIPTION OF SERVICE:			
REASON FOR CANCELLATION:			

*** Note: Do NOT complete these fields if DIR is the Cancelled Contract Reference**

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419
Exhibit A
Attachment 2
RESPONDENT RELEASE OF LIABILITY
(TO REFERENCE)

THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR EACH IDENTIFIED REFERENCE (CANCELLED CONTRACT REFERENCES) AND SUBMITTED WITH THE RESPONDENTS REQUIREMENTS SUBMISSION

To company providing the reference:

Enter name of company providing the reference here

You are hereby requested to provide a business reference for:

Enter name of company (Respondent) or key staff person's name needing a reference

to the:

Texas Department of Information Resources
Solicitation Evaluation Team

Please disclose any and all information that you deem relevant relating to the above-named parties' business relationship. By signing this document, the entity and, if applicable, individual key staff person signing below releases the above-named company providing a reference, its agents, employees, and all persons, natural or corporate, in privity with above-named company providing a reference from any and all liability, claims or causes of action arising from their disclosure of information pursuant to this request for a business reference.

Signed the _____ day of _____, 20____.

_____
(Respondent Signature)

_____
(Respondent Printed Name)

_____
(Respondent Title)

Signed the _____ day of _____, 20____.

_____
(Key Staff Signature or "N/A" if Respondent-level release)

_____
(Key Staff Printed Name)

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Bid Package 1 Exhibit B
Vendor History and Experience

1) Provide a **detailed** history of your company.

2) Provide the number of years your company has sold the products/services proposed in your response to this RFO.

3) Provide the number of years your company has sold the products/services proposed in your response to this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education.

4) Indicate whether or not Texas state agencies, local governments, independent school districts, and institutions of higher education have purchased the products/services proposed in your response to this RFO from your company within the last 12 months.

_____Yes _____No

If yes, provide the entity names, total sales, quantity sold, and discount % off list price.

5) Indicate whether or not your company holds a contract for use by public entities (state agencies, local governments, independent school districts, public universities) in any other states for the same products/services requested in this RFO.

_____Yes _____No

If yes, provide the entity names, total sales, quantity sold, and discount % off list price.

6) Indicate whether or not your company holds a contract with any entity or consortium authorized by Texas law to sell the products and services requested in this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education.

_____Yes _____No

If yes, provide the entity names, total sales, quantity sold, and discount % off list price.

7) Indicate whether or not your company currently holds or has held a DIR contract(s) in the past 5 years.

_____Yes _____No

If yes, provide the DIR contract number(s).

END OF EXHIBIT B

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Bid Package 1 Exhibit C
Contract Marketing and Support Plan

Vendor must provide a plan that describes the Vendor's ability and strategy for promoting and supporting the contract, if awarded. The plan must include the information listed below.

1) Describe your company's strategy for marketing and selling the services listed in this RFO to eligible DIR Customers. A Contract Marketing Plan, as an example, would list the marketing elements Vendor would use like publishing on DIR website, email signature tag, Trade Publication Advertisements etc.

2) Describe your company's strategy for providing sales, order processing, and support of eligible DIR Customers throughout the State of Texas.

3) Provide the projected total sales of the services listed in this RFO that your company anticipates making to eligible DIR Customers within the next 12 months. If available, show the projected sales breakdown between the following segments: State and Local Governments, Higher Education, and K-12.

4) Do you have other existing DIR Contracts? If yes, list those existing DIR contracts, and explain how this contract will impact the marketing and support of your other contracts? How will your other contracts impact the marketing of this contract, should you receive an award?

5) Provide an overview of the management and customer relationship team that will be responsible for managing the State's relationship in the event of being awarded a contract. Address the following:

    a. Describe the geographical reach of the Vendor, teaming partners and subcontractors (if any), to include, at a minimum, locations of corporate and branch offices as well as locations where work is currently taking place. Explain how these locations and any proposed new locations will be used in the performance of this contract.

    b. Provide names, titles, prior account management experience for accounts of the State's size and type.

c. Provide an organization chart identifying the chain of command for managing this contract, including resource sourcing responsibility, and organization components that support this contract. In a narrative, describe how the Vendor will manage the contract to ensure uninterrupted, high quality performance and overall contract effectiveness.

END OF EXHIBIT C

Texas Department of Information Resources

DIR-TSO-TMP-419 Bid Package 1
Exhibit D

Sample HUB Subcontracting Plan

Complete an automated version of the HUB Subcontracting Plan in BidStamp.
Note: Vendors must also print, sign, and upload the signed HSP. (reference Vendor Guide Section 5.4)

Rev. 2/17

HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ **If you will be awarding <u>all</u> of the subcontracting work you have to offer under the contract to <u>only</u> Texas certified HUB vendors, complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- ☐ Section 2 c. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>meets or exceeds</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>does not meet or exceed</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - No
- ☐ Section 4 - Affirmation
- ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- ☐ Section 3 - Self Performing Justification
- ☐ Section 4 - Affirmation

***<u>Continuous Contract</u>:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders' contracts,***
- ***32.9 percent for all special trade construction contracts,***
- ***23.7 percent for professional services contracts,***
- ***26.0 percent for all other services contracts, and***
- ***21.1 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? ☐ **- Yes** ☐ **- No**

c. Requisition #: _____ Bid Open Date: _____ (mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: DIR-TSO-TMP-419

SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	**Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.**	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements**."

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract**: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____ Requisition #: DIR-TSO-TMP-419

SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	**Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.**	**Percentage of the contract expected to be subcontracted to non-HUBs.**
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

***Continuous Contract**: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____ Requisition #: DIR-TSO-TMP-419

SECTION 3: SELF PERFORMING JUSTIFICATION **(If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)** If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

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Enter your company's name here: _____ Requisition #: DIR-TSO-TMP-419

IMPORTANT: If you responded "*Yes*" to **SECTION 2, Items c** or **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____ Requisition #: _____

IMPORTANT*:** If you responded "No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf..

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If *Yes*, continue to SECTION B-4.)

☐ - No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Emplioyer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

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HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: _____ State of Texas VID #: _____

Point-of-Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____ Phone #: _____

Requisition #: _____ Bid Open Date: _____ (mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ (Central Time) on _____ (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable

Department of Information Resources
Request for Offer DIR-TSO-TMP-419
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimilie Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
BID PACKAGE 2 - PRICING INDEX

Instructions

CATEGORIES MUST BE ENTERED IN BIDSTAMP AS LISTED BELOW.

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

1) **TAB 2 - BIDStamp PRICE SHEET - Is an EXAMPLE Price Sheet. You will enter each of the offerings in the white/uncolored rows into the BIDStamp VIS Price Form in accordance with RFO Bid Package 1, Section 3.1.1 Pricing.**
Vendor must offer only one price for each product listed. The Price to the DIR Customer shall include all shipping and handling fees. If you do not offer anything in the product lines defined, do not add it to the BidStamp VIS Price Form.
!! IMPORTANT!! For this category only enter "MPS" in the BRAND Column !! IMPORTANT !!
DIR has provided Examples, followed by rows below the Examples in white/uncolored rows, which list specific Products for your pricing and entry into the BIDStamp VIS Price Form.
Example: If you do not offer a copier line that falls within the M1 Volume Brand (1 - 30 pages per Minute [PPM]) then do not enter that product row in the BIDStamp VIS Price Form.
Example: If you do offer a copier line that falls within the M1 Volume Brand (1 - 30 pages per Minute [PPM]) then add it as a row on the BIDStamp VIS Price Form. Add rows for the lowest-priced product and the highest-price product (if you offer both) in multiple rows for the M1 Volume Band in the BIDStamp VIS Price Form.
PRODUCT PART NUMBER/SKU: A product number/SKU must be entered
Discount range (e.g., 0% - 99%) is not allowed.

2) **TAB 3 - ENTIRE PRODUCT OFFERING - MPS - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP).**
TAB 3 - ENTIRE PRODUCT OFFERING - MPS - is not entered in the BidStamp VIS; it is entered in the tab titled "3 - Entire Product Offering - MPS" and submitted in BidStamp VIS as an EXCEL spreadsheet Attachment.

3) **For all Tabs above - Price to DIR Customer shall include all Shipping and Handling or Transport fees.**

4) **For Tabs 3, 4, 5 and 6, DO NOT CREATE COLUMNS WITHIN THE TABS. ENTIRE PRODUCT OFFERINGS SHALL BE COMPLETED ON THE TABS PROVIDED IN THIS BID PACKAGE 2 AND UPLOADED WITH YOUR PROPOSAL AS AN ATTACHMENT.**

5) **IMPORTANT!!! For BIDStamp ENTRY: An ERROR will occur if the following fields are left blank: BRAND, Product Number/SKU, MSRP and Discount % off MSRP**

DOCUMENT IMAGING SERVICES

1) **TAB 2 - BIDStamp PRICE SHEET - Is an EXAMPLE Price Sheet. You will enter each of the offerings in the white/uncolored rows into the BIDStamp VIS Price Form in accordance with RFO Bid Package 1, Section 3.1.1 Pricing.**
Vendor must offer only one price for each product listed. The Price to the DIR Customer shall include all shipping and handling fees. If you do not offer anything in the product lines defined, do not add it to the BidStamp VIS Price Form.
IMPORTANT!! For this category only enter "DIS" in the BRAND Column !! IMPORTANT !!
DIR has provided Examples, followed by rows below the Examples in white/uncolored rows, which list specific Products for your pricing and entry into the BIDStamp VIS Price Form.
Example: If you do not offer a Microfilm (Digital Archive Writer), then do not enter that product row in the BIDStamp VIS Price Form.
Example: If you do offer a Microfilm (Digital Archive Writer), then add it as a row on the BIDStamp VIS Price Form.
PRODUCT PART NUMBER/SKU: For DIS PRODUCT PART NUMBER/SKU: if Vendor do not have an assigned Product Part Number/SKU, enter "Services". If providing Service/Solution vendor is listed as Manufacture.
Discount range (e.g., 0% - 99%) is not allowed.

2) **TAB 4 - ENTIRE PRODUCT OFFERING-DIS - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP).**
Vendor will provide a MSRP price list of Services/Solutions being proposed
Discount range (e.g., 0% - 99%) is not allowed.

	TAB 4 - ENTIRE PRODUCT OFFERING - DIS - is not entered in the BidStamp VIS; it is entered in the tab titled "4 - Entire Product Offering - DIS" and submitted in BidStamp VIS as an EXCEL spreadsheet Attachment.
3)	For all Tabs above - Price to DIR Customer shall include all shipping and handling fees.
4)	For Tabs 3, 4, 5 and 6, DO NOT CREATE COLUMNS WITHIN THE TABS. ENTIRE PRODUCT OFFERINGS SHALL BE COMPLETED ON THE TABS PROVIDED IN THIS BID PACKAGE 2 AND UPLOADED WITH YOUR PROPOSAL AS AN ATTACHMENT.
5)	IMPORTANT!!! For BIDStamp ENTRY: An ERROR will occur if the following fields are left blank: BRAND, Product Number/SKU, MSRP and Discount % off MSRP

ENTERPRISE CONTENT MANAGEMENT PRODUCTS, SOFTWARE, SERVICES, AND RELATED SERVICES

1)	TAB 2 - BIDStamp PRICE SHEET - Is an EXAMPLE Price Sheet. You will enter each of the offerings in the white/uncolored rows into the BIDStamp VIS Price Form in accordance with RFO Bid Package 1, Section 3.1.1 Pricing. DIR has provided Examples, followed by rows below the Examples,which list specific Product Categories for your pricing. IMPORTANT!! For this category only enter "ECM" in the BRAND Column !! IMPORTANT !! PRODUCT PART NUMBER/SKU: A Product Part Number/SKU must be entered Discount range (e.g., 0% - 99%) is not allowed.
2)	TAB 5 - ENTIRE PRODUCT OFFERING - ECM - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP). Vendor will provide an MSRP and Discount for EACH item that they wish to offer on their contract. If a product is not listed it may NOT be offered on their contract. Discount range (e.g., 0% - 99%) is not allowed. Product/Services detail list Pricing information is not entered in the BidStamp VIS. TAB 5 - ENTIRE PRODUCT OFFERING - ECM - is not entered in the BidStamp VIS; it is entered in the tab titled "5 - Entire Product Offering - ECM" and submitted in BidStamp VIS as an EXCEL spreadsheet Attachment. The Entire Product Offering is not entered in the BidStamp VIS; it is entered in "5 - Entire Product Offering - ECM" tab and submitted in BidStamp VIS as an EXCEL spreadsheet in the tab 5 format.
3)	For all Tabs above - Price to DIR Customer shall include all Shipping, Handling and Transport fees.
4)	For Tabs 3, 4, 5 and 6, DO NOT CREATE COLUMNS WITHIN THE TABS. ENTIRE PRODUCT OFFERINGS SHALL BE COMPLETED ON THE TABS PROVIDED IN THIS BID PACKAGE 2 AND UPLOADED WITH YOUR PROPOSAL AS AN ATTACHMENT.
5)	IMPORTANT!!! For BIDStamp ENTRY: An ERROR will occur if the following fields are left blank: BRAND, Product Number/SKU, MSRP and Discount % off MSRP
	TAB 6 - VOLUME DISCOUNT SHEET- The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP). Volume Pricing information is not entered in the BidStamp VIS. If Vendor is proposing Volume Discounts, the service must be listed on the Volume Discount Tab with the associated type or grouped with an associated discount. For example: ABC Service, 1-5 Units - 10.00% - (two decimals) ABC Service, 6-10 Units - 20.00% - (two decimals) ABC Service, 10+ Units - 30.00% - (two decimals) All Volume Discounts will be listed on the Volume Discount Tab and will be submitted in the tab 6 EXCEL spreadsheet format as an Attachment.

Department of Information Resources
Request for Offer DIR-TSO-TMP-419
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

BID PACKAGE 2 - PRICING SHEET

* For Vendor reference: DIR CUSTOMER PRICE contains 0.75% DIR Administrative Fee and it will be AUTOMATICALLY calculated once all other cells are filled.
For reference purposes, the formula to calculate DIR Customer Price is: DIR Customer Price = MSRP x (1-DIR Discount%) x (1+0.75%)
DO NOT make any changes to the format of the grids. Insert additional rows as needed.

Monochrome, B&W MFD	
Volume Band M1	1 - 30 Pages Per Minute (PPM)
Volume Band M2	31 - 49 Pages Per Minute (PPM)
Volume Band M3	50 - 68 Pages Per Minute (PPM)
Volume Band M4	69 - 89 Pages Per Minute (PPM)
Volume Band M5	90 + Pages Per Minute (PPM)
Color and B&W MFD	
Volume Band C1	1 - 30 Pages Per Minute (PPM)
Volume Band C2	31 - 50 Pages Per Minute (PPM)
Volume Band C3	51 + Pages Per Minute (PPM)

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

IMPORTANT!! For this category enter "MPS" in the BRAND Column (See Example)

CATEGORY	BRAND	PRODUCT DESCRIPTION	PRODUCTS/SERVICES SUB DESCRIPTION	PRODUCT PART NUMBER/ SKU	MANUFACTURER "Y" IF APPLICABLE	RESELLER "Y" IF APPLICABLE	MSRP	Discount % off MSRP	UNIT
Volume Band M1 (Lowest Priced)	MPS	Nonac Copier Black and White	2 x 550 Sheet Paper Cassette, an 100-Sheet Stack Bypass, 512mb RAM, UFR II LT Printing, Network ScanGear, 10/100 Base TX Ethernet, USB 2.0 high speed connectivity and a drum unit	MKS345	Y		$1,000.00	30.00%	Each
Volume Band M3 (Highest Priced)	MPS	Copier Black and White	Includes: PS, PCL, and XPS Controller, 100-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 4 GB Standard Memory (when UK-219 is installed), 250 GB HDD, Standard USB 2.0 (supports local printing), Two USB 2.0 Host Ports, 6K Starter Toner and 60K Imaging Unit	DKE476		Y	$2,000.00	35.00%	Each
Volume Band C2 (Lowest Priced)	MPS	Copier Color	Digital Multifunction Copier, Standard Network Print & Scan, Duplexing, 100 Sheet Bypass, 2 x 550 Sheet Cassettes (L,L,L), 9" Wide Color Touch Screen Controlls, Scan to File / USB / Email, RADF, Stand	FIE873	Y		$3,000.00	40.00%	Each

	A	B	C	D	E	F	G	H	I	J
14	Non-MFD	MPS	Scanner	Scanner: Up to 4800 dpi optical resolution; 48 bit internal color depth; 8.5" x 11.7" maximum scan size; easy photo fix technology; advanced digital dust correction; 3-color RGB LEDs, Built-in Kickstand; High-speed usb 2.0 interface; photo scan software; 1 year warranty	JSLE8743	Y		$4,000.00	45.00%	Each
15	Non-MFD (Lowest Priced)	MPS	3D Printer	Pemium Sparkmaker High-Resolution SLA Resin 3D Printer	DIE594	Y		$249.66	40.00%	Each
16	Non-MFD (Highest Priced)	MPS	3D Printer	Build Area: 2.36 x 1.77 x 3.94 in. (65 x 40 x 100 mm), XY resolution: 33 microns with patented grayscaling software, footprint: 9 x 9.5 x 24.2 in. (22.86 x 24.13 x 61.5 cm), electrical requirement: 110 VAC @ 3A, weight: 35 lbs (16 kg)	SOW09E		Y	$5,999.00	50.00%	Each
17	Volume Band M1 (Lowest Priced)		Copier Black and White							
18	Volume Band M1 (Highest Priced)		Copier Black and White							
19	Volume Band M3 (Lowest Priced)		Copier Black and White							
20	Volume Band M3 (Highest Priced)		Copier Black and White							
21	Volumen Band M5 (Lowest Priced)		Copier Black and White							
22	Volumen Band M5 (Highest Priced)		Copier Black and White							
23	Volume Band C2 (Lowest Priced)		Copier Color							
24	Volume Band C2 (Highest Priced)		Copier Color							
25	Non-MFD (Lowest Priced)		Facisimilie							
26	Non-MFD (Highest Priced)		Facisimilie							
27	Non-MFD (Lowest Priced)		Scanner							
28	Non-MFD (Highest Priced)		Scanner							
29	Non-MFD (Highest Priced)		3D Printer							
30	Non-MFD (Lowest Priced)		3D Printer							
31	**DOCUMENT IMAGING SERVICES**									
32	**IMPORTANT!! For this category enter "DIS" in the BRAND Column (See Example)**									
33	**CATEGORY**	**BRAND**	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**MANUFACTURER "Y" IF APPLICABLE**	**RESELLER "Y" IF APPLICABLE**	**MSRP**	**Discount % off MSRP**	**UNIT**
34	Imaging Services	DIS	Black and White Image Capture	Low (200 DPI)	Service	Y		$0.03	20.00%	Per Image
35	Imaging Services	DIS	Black and White Image Capture	High (400 DPI)	Service	Y		$0.04	30.00%	Per Image
36	Imaging Services		Color Image Capture	Medium (300 DPI)						Per Image
37	Imaging Services		Color Image Capture	Preservation >= 600 PPI						Per Image

	A	B	C	D	E	F	G	H	I	J
38	Imaging Services		Index Field - Type 1	Up to 15 Characters						Per Document
39	Imaging Services		Index Field - Type 2	31-45 Characters						Per Document
40	Imaging Services		Delivery Media	Microfilm (Digital Archive Writer)						Per Image
41	Imaging Services		Delivery Media	Microfilm (Digital Archive Writer)						Per Roll
42	Imaging Services		Microfilm Conversion	Conversion of microfilm to digital Images						Per Image
43	Imaging Services		Microfiche Conversion	Conversion of microfiche to digital Images						Per Image

	A	B	C	D	E	F	G	H	I	J
44	**ENTERPRISE CONTENT MANAGEMENT PRODUCTS, SOFTWARE, SERVICES, AND RELATED SERVICES**									
45	**IMPORTANT!! For this category enter "ECM" in the BRAND Column (See Example)**									
46	**CATEGORY**	**BRAND**	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**MANUFACTURER "Y" IF APPLICABLE**	**RESELLER "Y" IF APPLICABLE**	**MSRP**	**Discount % off MSRP**	**UNIT**
47	Software	**ECM**	Digital Enterprise Mid Level Enterprise Content Management Software. Gartner Majic Quadrant rated. The solution can be hosted on premise or in the cloud, depending on the user's needs.	Software is a document management solution (DMS) that is suitable for companies of all sizes and in a wide range of industries such as accounting and financial services, manufacturing and health care.	SOFTWARE123	Y		$6,500.00	25.00%	Perpetual
48	Software	**ECM**	Mary Jane ECM offers integration with Salesforce, which gives users the ability to drag and drop and manage files from either system.	The system is accessible using mobile apps that can be used from a smartphone ot tablet.	TABLET123	Y		$2,000.00	33.00%	Annual Term
49	Software									
50	Software									
51	Software									

Department of Information Resources
Request for Offer DIR-TSO-TMP-419
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

BID PACKAGE 2 - ENTIRE PRODUCT OFFERING MPS

You should list every product that will be offered on a contract. If it is not listed here it will not be included in the contract. BE SURE TO DETAIL YOUR PRODUCT DESCRIPTION.

* For Vendor reference: DIR CUSTOMER PRICE contains 0.75% DIR Administrative Fee and it will be AUTOMATICALLY calculated once all other cells are filled.
For reference purposes, the formula to calculate DIR Customer Price is: DIR Customer Price = MSRP x (1-DIR Discount%) x (1+0.75%)

DO NOT make any changes to the format of the grids. Insert additional rows as needed.

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

Monochrome, B&W MFD	
Volume Band M1	1 - 30 Pages Per Minute (PPM)
Volume Band M2	31 - 49 Pages Per Minute (PPM)
Volume Band M3	50 - 68 Pages Per Minute (PPM)
Volume Band M4	69 - 89 Pages Per Minute (PPM)
Volume Band M5	90 + Pages Per Minute (PPM)
Color and B&W MFD	
Volume Band C1	1 - 30 Pages Per Minute (PPM)
Volume Band C2	31 - 50 Pages Per Minute (PPM)
Volume Band C3	51 + Pages Per Minute (PPM)

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

CATEGORY	SUBCATEGORY	MODEL	PRODUCT PART NUMBER/SKU	Per Mo-24 Month	Per Mo-36 Month	Per Mo-48 Month	Per Mo-60 Month	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M1 (Lowest Model)	Copier Black and White	C0989					Includes: PS, PCL, and XPS Controller, 100-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 1 GB Standard Memory (when UK-219 is installed), 50 GB HDD, Standard USB 2.0 (supports local printing), Two USB 2.0 Host Ports, 4K Starter Toner and 60K Imaging Unit	$1,000.00	15.00%	$856.38
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M1 (Highest Model)	Copier Black and White	VEA-3823					Includes: PS, PCL, and XPS Controller, 500-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 2 GB Standard Memory (when UK-219 is installed), 250 GB HDD, Standard USB 2.0 (supports local printing), Two USB 2.0 Host Ports, 6K Starter Toner and 60K Imaging Unit	$1,000.00	15.00%	$856.38
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M3 (Lowest Model)	Copier Black and White	BW 7777	$1,500.00	$1,300.00	$1,000.00	$800.00	Includes: PS, PCL, and XPS Controller, 1000-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 6 GB Standard Memory (when UK-419 is installed), 500 GB HDD, Standard USB 2.0 (supports local printing), Four USB 5.0 Host Ports, 12K Starter Toner and 120K Imaging Unit	$45,000.00	15.00%	$38,536.88

Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M3 (Highest Model)	Copier Black and White	L - 246978	$3,800.00	$2,800.00	$2,300.00	$2,000.00	Digital MFP Copier, Standard Network Print & Scan, LED Print Heads, RADF, 1x530 Sheet Cassette L,L,L, Duplexing, 100 Sheet Bypass, 2GB HD, 320GB FIPS, 140-2 SED	$225,000.00	20.00%	$181,350.00
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band C2 (Lowest Model)	Copier Color	CL 9999	$2,000.00	$1,050.00	$1,000.00	$900.00	Digital MFP Color Copier, Standard Network Print & Scan, LED Print Head, 1x530 Sheet Cassette St-R to LG, 100 Sheet Bypass, 2GB HD, 320GB FIPS, 140-2 SED, RADF, Duplexing	$100,000.00	25.00%	$75,562.50
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band C2 (Highest Model)	Copier Color	L - 367894	$4,000.00	$2,100.00	$2,000.00	$1,800.00	Lease of L-36 Base model includes 8.5" W-VGA Color Touch Panel, 1 GHz multitasking controller, 80 GB hard drive with document filing system, retractable QWERTY keyboard, PCLc / PCL 6 / PostScript network printing, Scan single-pass dual-sided color scanning, network scanning, 100-sheet doublesided single-pass feeder, auto duplexing, one 500-sheet paper drawer and 100-sheet bypass tray, developer and drum cartridges. Toner cartridges sold separately	$200,000.00	45.00%	$110,825.00
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE**: Non-MFD	3D Printer	586-3D	$139.58	$93.00	$69.79	$55.83	1 form 2 3D printer, resin tank, build platform, finish kit, per-form software, 1 year warranty.	$3,350.00	20.00%	$2,700.10
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE**: Non-MFD	Scanner	S-7870					SCANNER I1350 DESKTOP SCANNER, Color, Sheet Fed (Flatbed accessory available), 3000 pages per day, 600DPI Optical, 25PPM B&W/Color (1st 10 sheets @ 40PPM), USB 2.0/3.0 , 50 Sheet ADF (A4), EasyTouch & Capture SW, WARRANTY 3YR	$40,000.00	10.00%	$36,270.00

CATEGORY	SUBCATEGORY	BRAND	SKU / PART NUMBER	Per Mo-24 Month	Per Mo-36 Month	Per Mo-48 Month	Per Mo-60 Month	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*

Service Level Agreement (SLA) Projects/SOW may have no MSRP but must offer a % discount off of original quoted price

MANAGED PRINT SERVICES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU	[redacted]	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE**: MPS	N/A	Project		Agency Growth Project		40.00%	Per SLA or SOW

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES RELATED SERVICES

RELATED SERVICES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU	[redacted]	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
RELATED SERVICES	**EXAMPLE:** Training	N/A	4847		Copier Training per hour	$25.00	40.00%	$15.11
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES ACCESSORIES

ACCESSORIES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU	Per Mo-24 Month	Per Mo-36 Month	Per Mo-48 Month	Per Mo-60 Month	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
EXAMPLE ACCESSORY	Document Feeder	Nonac	12345	$14.00	$12.00	$10.00	$8.00	Width : 51 mm to 216 mm (2" to 8.5") Length : 89 mm to 356 mm (3.5" to 14.0"), Thickness : 35 to 128g/m² (9 to 32 lb bond), Capacity (80g/m² paper) : 50 sheets or stacked to a height of 6.0 mm (0.2") (including curling)	$895.00	60.00%	$360.69
EXAMPLE ACCESSORY	Power Surge	John Doe Power Surge Co	3857					AMPS 15, Sentury, Plastic, Surge Strip, PN: 100190, Receptacles 6, Surge Suppression: Yes, Length Inches: 12; # OF Wires: 3, Color: Beige, Joules/Discharge Current: 270, Cord Length Feet: 15	$95.00	45.00%	$52.64
											$0.00
											$0.00

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

VENDOR NAME

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and *VENDOR NAME* (hereinafter "Vendor"), with its principal place of business at *VENDOR ADDRESS*.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on December 7, 2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. *DIR subsequently issued a BAFO opportunity on BAFO DATE.* Upon execution of this Contract, a notice of award for DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Software License Agreement; Appendix E, Service Level Support Agreement; Appendix F, Master Operating Lease Agreement; Appendix G, Master Lease Agreement; Appendix H, Declared Disaster Equipment Recovery Program Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix F, Master Operating Lease Agreement; Appendix G, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized

SAMPLE

Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Software License Agreement; Appendix E, Service Level Support Agreement; Appendix H, Declared Disaster Equipment Recovery Program Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, Appendix G, Appendix H, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix F or Appendix G, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix H, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may

SAMPLE

incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three quarters of one percent .75%. Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Kelly Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Vendor Representative
Company Name
Address
City, State Zip
Phone: ( ) -
Facsimile: ( ) -
Email:

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7. Software License, Service and Leasing Agreements

A. Software License Agreement

1) Customers acquiring software licenses under the Contract shall hold, use and operate such software subject to compliance with the Software License Agreement set forth in Appendix D of this Contract. No changes to the Software License Agreement terms and conditions may be made unless previously agreed to between Vendor and DIR. Customers may not add, delete or alter any of the language in Appendix D; provided however, that a Customer and Vendor may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Vendor. rder Fulfiller shall make the Software License Agreement terms and conditions available to all Customers at all times.

2) Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the Software License Agreement terms and conditions.

B. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

C. Service Agreement

Services provided under this Contract shall be in accordance with the Service Level Support Agreement as set forth in Appendix E of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

D. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State,

SAMPLE

such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

SAMPLE

This Contract is executed to be effective as of the date of last signature.

VENDOR NAME

Authorized By: _____

Name: _____

Title: _____

Date: _____

The State of Texas, acting by and through the Department of Information Resources

Authorized By: _____

Name: Hershel Becker

Title: Chief Procurement Officer

Date: _____

Office of
General Counsel: _____

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The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

1. Contract Scope

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

2. No Quantity Guarantees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

3. Definitions

A. **Customer** - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
5) A local workforce development board created under Section 2308.253;
6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
9) A nonprofit organization that provides affordable housing.

B. **Compliance Check** – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract

management staff or their designees.

C. **Contract** – the document executed between DIR and Vendor into which this Appendix A is incorporated.

D. **CPA** – refers to the Texas Comptroller of Public Accounts.

E. **Day** - shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

F. **Order Fulfiller** – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.

G. **Purchase Order** - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).

H. **State** – refers to the State of Texas.

4. General Provisions

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendors.

C. Invalid Term or Condition

1) To the extent any term or condition in the Contract conflicts with the applicable State and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more terms or conditions in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other

parties or circumstances shall remain valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract All Purchase Orders issued and accepted by Vendor or Order Fulfiller shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof.

F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

H. Proof of Financial Stability

Either DIR or Customer may require Vendor to provide proof of financial stability prior to or at any time during the contract term.

5. Intellectual Property Matters

A. Definitions

1)" Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations,

manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon

creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. hereunder. Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and

prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6. Product Terms and Conditions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later than thirty (30) calendar days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 6.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all

necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 6.B.

7. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote products and services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for products and services available under the Contract shall be processed through the Contract.

B. Use of Order Fulfillers

DIR agrees to permit Vendor to utilize designated Order Fulfillers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

1) Designation of Order Fulfillers

a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

b) DIR reserves the right to require the Vendor to rescind any such Order Fulfiller participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.

c) Vendor shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of the Contract.

d) Vendor shall have the right to qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.

e) Vendor shall not prohibit Order Fulfiller from participating in other procurement opportunities offered through DIR.

2) Changes in Order Fulfiller List

Vendor may add or delete Order Fulfillers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfiller information listed in Section 7.B.1.a above.

3) Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall comply with the Customer price as stated within Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee. This pricing shall

only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

C. Product Warranty and Return Policies

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like products.

D. Customer Site Preparation

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

E. Internet Access to Contract and Pricing Information

1) Vendor Webpage

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

a) the products and services awarded;

b) description of product and service awarded

c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;

d) discount percentage (%) off MSRP or List Price;

e) designated Order Fulfillers;

f) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;

g) instructions for obtaining quotes and placing Purchase Orders;

h) warranty policies;

i) return policies;

j) the DIR Contract number with a hyperlink to the Contract's DIR webpage;

k) a link to the DIR "Cooperative Contracts" webpage; and

l) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Webpage Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's webpage will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this webpage is compliant with the pricing as stated in the Contract.

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's webpage in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to suspend, terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link suspension, termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

F. DIR Logo

Vendor and Order Fulfiller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Order Fulfiller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

G. Vendor and Order Fulfiller Logo

If DIR receives Vendor's or Order Fulfiller's prior written approval, DIR may use the Vendor's and Order's Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller' trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller.

H. Trade Show Participation

At DIR's discretion, Vendor and Order Fulfillers may be required to participate in no more than two DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's and Order Fulfiller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

I. Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include reporting requirements. DIR, at its discretion, may waive the orientation requirement for Vendors who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

J. Performance Review Meetings

DIR may require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract, at DIR's discretion. The meetings may be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

K. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the Contract. The report shall contain: product part number, product description, list price and price to Customer under the Contract.

8. Pricing, Purchase Orders, Invoices, and Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Manufacturer's Suggested Retail Price (MSRP) or List Price

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable.

B. Customer Discount

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

C. Customer Price

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR SECTION C1

1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee, as set forth in the Contract).

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) to any other customer under the same terms and conditions provided for

the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days and this Contract shall be amended to reflect the lower price.

D. Shipping and Handling Fees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer will be responsible for any charges for expedited or special delivery.

E. Tax-Exempt

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Vendor upon request.

F. Travel Expense Reimbursement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (http://www.window.state.tx.us/procurement/prog/stmp/). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the Contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

G. Changes to Prices

Subject to the requirements of this section, Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract.

Vendor may revise its pricing (but not its discount rate, if any, and not the products or services on its contract pricing list) by posting a revised pricing list. Such revised pricing lists are subject to review by DIR. If DIR finds that a product's or service's price has been increased unreasonably, DIR may request Vendor to reduce its pricing for the product or service to the level published before the revision. Vendor must reduce its pricing, or remove the product from its pricing list. Failure to do so will constitute an act of default by Vendor.

H. Purchase Orders

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

All Customer Purchase Orders will be placed directly with the Vendor or Order Fulfiller.

Accurate Purchase Orders shall be effective and binding upon Vendor or Order Fulfiller when accepted by Vendor or Order Fulfiller. Customer and Vendor may work together to include specific requirements as to what constitutes a valid Purchase Order.

Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84th Regular Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

I. Invoices

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Invoices shall be submitted by the Vendor or Order Fulfiller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such products and/or services shall be made by the Customer to the Vendor or Order Fulfiller. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

3) The administrative fee as set forth in the Contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

J. Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

9. Contract Administration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A,C-D

A. Contract Managers

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR and the Vendor will each provide a Contract Manager to support the Contract. Information regarding the Contract Manager will be posted on the Internet website designated for the Contract.

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) advising DIR and Vendor of Vendor's compliance with the terms and conditions of the Contract, ii) periodic verification of product pricing, and iii) verification of monthly reports submitted by Vendor.

2) Vendor Contract Manager

Vendor shall identify a specific Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute

resolution between a Order Fulfiller and a Customer, and iii) advising DIR of Order Fulfillers performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Manager if the assigned Contract Manager is not, in the reasonable opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all products and services purchased through Vendor and Order Fulfillers under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to compliance checks of Vendor's applicable Contract. Vendor will provide all required documentation at no cost.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports are due on the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with Vendor's relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) The Vendor shall pay an administrative fee to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.

b) DIR may change the amount of the administrative fee upon thirty (30) calendar days

written notice to Vendor without the need for a formal contract amendment.

c) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Vendor's Contract..

C. Records and Audit

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH ONE (1)

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency or designee, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, MSRP or list price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books,

documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

1) Prior to execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees specified herein.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Cooperative Contracts E-Mail Box information.

10. Vendor Responsibilities

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-M, O-S, V-W

A. Indemnification

1) INDEPENDENT CONTRACTOR

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING PRODUCTS AND SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER OR THE STATE OF TEXAS.

2) ACTS OR OMISSIONS

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or

performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) INFRINGEMENTS

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

4) PROPERTY DAMAGE

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Vendor Certifications

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

(i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;

(ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

(iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

(iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;

(v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to

receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

(vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;

(vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;

(viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control;

(ix) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

(xi) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;

(xii) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

(xiii) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

(xiv) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

(xv) under Section 2155.006, and Section 2261.053, Texas Government Code, are not ineligible to receive the specified contract and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate;

(xvi) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, they acknowledge the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and

(xvii) represent and warrant that the Customer's payment and their receipt of

appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code; and

(xviii) to the extent applicable to this scope of this contract, Vendor hereby certifies that it is authorized to sell and provide warranty support for all products and services listed in Appendix C of this contract; and

(xix) represent and warrant that in accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

D. Ability to Conduct Business in Texas

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and its Order Fulfiller shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of

its obligations under the Contract.

G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under Certification Statement of Exhibit A to the RFO and/or Section 10.C. (xiii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are governmental bodies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

I. Security of Premises, Equipment, Data and Personnel

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by the Customer.. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

For any claims or cause of action arising under or related to the Contract: i) to the extend permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

L. Overcharges

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include $1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of $2,000,000; Medical Expense per person of $5,000; Personal Injury and Advertising Liability of $1,000,000; Products/Completed Operations Aggregate Limit of $2,000,000; and Damage to Premises Rented: $50,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

a) Blanket contractual liability coverage for liability assumed under the Contract;
b) Independent Contractor coverage;
c) State of Texas, DIR and Customer listed as an additional insured; and
d) Waiver of Subrogation

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF $1,000,000 BODILY INJURY PER ACCIDENT, $1,000,000 BODILY INJURY DISEASE PER EMPLOYEE AND $1,000,000 PER DISEASE POLICY LIMIT.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation; and
b) Additional Insured.

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor is prohibited from using the Customer's equipment, the customer's location, or any other resources of the Customer or the State for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security[1]s E-Verify system to determine the eligibility of:

- all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and

- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Q. Public Disclosure

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

No public disclosures or news releases pertaining to this contract shall be made by Vendor without prior written approval of DIR.

R. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Substitutions are not permitted without the written permission of DIR or Customer.

S. Secure Erasure of Hard Disk Products and/or Services

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

U. Drug Free Workplace Policy

Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessibility of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

W. Vendor Reporting Requirements

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

11. Contract Enforcement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED TO A, B2, 5-7

A. Enforcement of Contract and Dispute Resolution

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

3) State agencies are required by rule (34 TAC §20.115) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.

B. Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments

ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 12.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order or other contractual document or relationship by giving the other party thirty (30) calendar days written notice.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship in accordance with Section 4.B.2 above, upon the following preconditions:

first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party ten (10) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

5) Immediate Termination or Suspension

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor or Order Fulfiller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor or Order Fulfiller may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation, but is under no obligation to provide formal response.

6) Customer Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

7) Vendor or Order Fulfiller Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

12. Notification

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

13. Captions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

Appendix F

MASTER OPERATING LEASE AGREEMENT

1. Definitions. Capitalized terms used in this Appendix and not otherwise defined will have the meanings set forth in the Contract.

(a) "Assets" refers to the Products as allowed within the Contract, including the Hardware, Software, and Related Services, which are specifically identified on the applicable Schedule. Assets includes any items associated with the foregoing, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, and documentation (technical and/or user manuals).

(b) "Contract" refers to DIR Contract number DIR-TSO-XXXX which this Appendix is incorporated.

(c) "Event of Default" is defined in Section 23, "Default."

(d) "Event of Loss" means an event of loss, theft, destruction or damage of any kind to any item of the Assets, including the loss, theft or taking by governmental action of any item of the Assets for a stated period extending beyond the Term of any Schedule.

(e) "Hardware" refers to the computer machinery and equipment specifically identified on the applicable Schedule.

(f) "Lease" means the financing transaction described in this MOLA.

(g) "Lessee" means any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003 (8-a), Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code.

(h) "Lessor" means the Vendor identified in the Contract.

(i) "MOLA" means this Master Operating Lease Agreement (Appendix F). Any reference to "MOLA" includes the Contract, the Opinion of Counsel, and any riders, amendments and addenda thereto, and

Example

any other documents as may from time to time be made a part hereof upon mutual agreement in a writing signed by authorized representatives of both parties.

(j) "Rent Payment" means the amount payable by Lessee for the Assets as specified in the applicable Schedule.

(k) "Schedule" or "Supplementary Schedule" to this MOLA means the form or format entered into between Lessor and Lessee which contains, at a minimum, a description of the Assets, the name of the Lessee, applicable Rent Payment, and term of the Lease. To be effective, a Schedule must be executed by both Lessor and Lessee.

(l) "Services" refers to the configuration, installation, implementation, support, training, and other professional and consulting services specifically identified on the applicable Schedule.

(m) "Software" refers to the computer programs specifically identified on the applicable Schedule.

(n) "Stipulated Loss Value" is the value of each unit of Hardware at various times during the Lease as specified in the applicable Schedule; however, in no event will the Stipulated Loss Value of a Hardware unit exceed its fair market value.

2. Lease.

(a) Lessor and Lessee intend that this MOLA constitute an operating lease and a true lease as those terms are defined in the Statement of Financial Accounting Standards No. 13 and as provided for under the Uniform Commercial Code – Leases, Tex. Bus. & Comm. Code Article 2A. Under no circumstances shall this MOLA or any Schedules entered into under it be construed as a "finance lease" as defined in Tex. Bus. & Comm. Code § 2A.103 (7). In addition, Lessor acknowledges that Lessee is not a "merchant lessee" for purposes of Tex. Bus. & Comm. Code § 2A.511.

(b) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Assets described on each Schedule. Each such Schedule constitutes a separate agreement between Lessor and Lessee. In addition, each Schedule is subject to the terms and conditions of this MOLA as if a separate MOLA were executed for such Schedule by the parties.

(c) In the event of Lessee's rightful rejection of the Assets as specified in Section 10 ("Inspection and Acceptance") of this MOLA, Lessee shall have the right, at its sole option, to cancel this Lease as to the rejected Assets or as to all of the Assets to be leased under the Schedule applicable to such Assets. Upon cancellation, Lessee shall have no obligations under this MOLA with respect to the portion of this Lease so cancelled.

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(d) Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or provided any legal or management advice to Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with Lessor to satisfy individual procurements in which case such terms shall be set forth in a Rider to the MOLA or the Schedule. To the extent that any of the provisions of the MOLA conflict with any of the terms contained in any Schedule, the terms of this MOLA shall control.

(e) If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Assets for its own use, DIR is not a party to any Schedule executed under this MOLA and is not responsible for Rent Payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or Lessor (or both of them) arising from the use of this MOLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both of those parties arising from the use of this MOLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 ("Default") of this MOLA.

3. Term of MOLA.

The term of this MOLA shall commence (a) upon commencement of the term of the Contract, if this MOLA was agreed to under the Contract, or (b) on the Effective Date specified in Amendment Number (XX), if this MOLA is added to the Contract under such Amendment. The term of this MOLA shall continue until the last to occur of the following: (i) the Schedule Term of each Schedule entered into by the parties has expired or been terminated, or (ii) the Contract has expired or been terminated. In the event of any termination or expiration of the Contract or termination of this MOLA, any provisions of the Contract and this MOLA as may be necessary to preserve the rights of Lessor or Lessee hereunder shall survive said termination or expiration.

4. Term of Schedule.

The term for each Schedule agreed to by a Lessee and Lessor under this MOLA shall commence on the date specified in the Lessee Certificate of Acceptance, as described in Section 10, unless earlier terminated as provided for herein, the Schedule shall continue for the number of whole months or other payment periods set forth in it (the "Schedule Term"). Specifically with respect to Hardware, under no circumstances shall the Schedule Term exceed seventy five percent (75%) of the economic life of the Hardware, nor shall the present value of the Rent Payments for the Hardware on the Schedule Commencement equal or exceed ninety percent (90%) of the value of the Hardware. Lessee shall provide confirmation that its lease of assets satisfies the two foregoing percentage limitations. The Schedule Term may be earlier terminated upon: (i) the non-appropriation of funds pursuant to Section 8 ("Appropriation

Example

of Funds") of this MOLA, (ii) an Event of Loss, (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, (iv) an event of default or other breach of this Agreement by Lessor and Lessee's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, or (v) as otherwise set forth herein.

5. Administration of MOLA.

(a) When a prospective Lessee wishes to lease Assets under this MOLA, the prospect will submit its request directly to Lessor. Lessor shall apply the applicable pricing discounts as stated in Section 4 of the Contract or the price as agreed upon by Lessee and Lessor in the applicable Schedule, whichever is lower and submit the lease proposal to the prospective Lessee. If the prospective Lessee wishes to proceed to lease Assets based on the proposal, Lessor will negotiate the applicable Rent Payment, availability of Assets, and term of the Lease directly with the prospective Lessee.

(b) With respect to Lessor's obligations under Section 5 of the Contract to report the sale and make payment of the DIR administrative fee as defined in that Section, all leasing activities in conjunction to this MOLA shall be treated as a "purchase sale." Notwithstanding treatment of this Lease as a "purchase sale" as to the transaction between Lessor and DIR under the Contract, however, under no circumstances shall this MOLA be construed as creating anything other than a true lease and operating lease as stated in Section 2 ("Lease") hereof for the transaction(s) between Lessor and Lessee.

(c) Upon agreement by Lessor and Lessee on the applicable Rent Payment, availability, Lease term, and the like, Lessee may issue a purchase order in the amount indicated on the applicable Schedule to Lessor for the Assets and reference the Contract number on the purchase order. Any pre-printed terms and conditions on the Schedule issued by Lessor (with respect to any item other than the specific Assets which are the subject of the Lease, the Schedule Term, and the Rent Payments), Lessor's order acknowledgement form or the like shall not be effective with respect to the lease of Assets hereunder. Rather, the terms and conditions of this MOLA shall control in all respects.

(d) Until a Schedule is entered into by Lessor and a Lessee per the process set forth in this MOLA, neither DIR nor any Lessee is obligated under this MOLA to lease Assets from Lessor nor is Lessor obligated under this MOLA to lease Assets to a Lessee.

6. Rent Payments.

(a) During the Schedule Term and any renewal terms agreed to by Lessee as specified herein, Lessee agrees to pay Lessor the Rent Payments set forth in the relevant Schedule for each Asset. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments

Example

in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made. Under no circumstances shall the present value of the Rent Payments exceed ninety percent (90%) of the value of the Assets.

(b) Any amounts received by Lessor from Lessee in excess of Rent Payments and any other sums required to be paid by Lessee shall be refunded to Lessee within ninety (90) calendar days. All Rent Payments shall be paid to Lessor at the address stated on the Schedule or any other such place as Lessor or its assigns may hereafter direct to Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to Lessor. Lessor's (including its assignees') remedy for late payments is as set forth in Chapter 2251, Texas Government Code.

Lessee acknowledges and agrees, except as specifically provided for in Section 8 ("Appropriation of Funds") of this MOLA and excluding claims resulting from a breach of Lessor's obligations as set forth in this MOLA or any Schedule or of Lessee's rights under Section 16 ("Quiet Enjoyment") hereof, that Lessee's obligation to pay Rent and other sums payable hereunder, shall not be abated, reduced or subject to offset or diminished as a result of any past, present or future claims Lessee may have against Lessor under this Lease. Notwithstanding the foregoing, nothing in this Section or any other provision of this MOLA shall affect or preclude Lessee from enforcing any and all other rights it may have against Lessor and its assignees under this MOLA or otherwise affect any right Lessee may have against the manufacturer or licensor of the Assets or any party other than Lessor.

7. Liens.

Lessee shall keep the Assets free and clear of all levies, liens and encumbrances, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of the Assets.

8. Appropriation of Funds.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated

Example

to continue the Schedule Term for any fiscal period (as set forth on the Schedule) of Lessee beyond the fiscal period first in effect at the commencement of the Schedule Term, Lessee may terminate the Schedule with regard to those of the Assets on the Schedule so affected. Lessee shall endeavor to provide Lessor with written notice sixty (60) days prior to the end of its current Fiscal Period confirming which Assets on the Schedule will be so affected by the termination. All obligations of Lessee to make Rent Payments due with respect to those Assets after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in those Assets will terminate, Lessee shall surrender those Assets in accordance with Section 15 ("Option to Extend; Surrender of Assets") of this MOLA, and the applicable Schedule shall be deemed amended. Lessee represents and warrants it has adequate funds to meet its obligations during the first fiscal period of the Schedule Term. Lessor and Lessee intend that the obligation of Lessee to make Rent Payments under this MOLA shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas, as applicable, beyond the fiscal period for which sufficient funds have been appropriated to make Rent Payments hereunder.

9. Assignment of Warranties.

Each Schedule is intended to be a true lease and operating lease as defined in Tex. Bus. & Comm. Code Article 2A. Lessor has acquired or will acquire the Assets in connection with this MOLA and hereby agrees to assign to Lessee any warranties provided to Lessor with respect to the Assets during the Term of the applicable Schedule, to the extent the warranties are assignable. Unless Lessor is the manufacturer or is otherwise liable under the Contract, Lessor shall not be liable for damages for any reason for any act or omission of the manufacturer of the Assets. Except as provided in Section 24 ("Remedies") hereof, Lessee acknowledges that none of the following shall relieve Lessee from the obligations under this MOLA during the Schedule Term unless due to Lessor's acts or omissions: (i) Lessee's dissatisfaction with any unit of the Assets, (ii) the failure of an Asset to remain in useful condition for the Schedule Term, or (iii) the loss or right of possession of the Assets (or any part thereof) by Lessee. Lessee shall have no right, title or interest in or to the Assets except the right to use the same upon the terms and conditions herein contained. The Assets shall remain the sole and exclusive personal property of Lessor and not be deemed a fixture whether or not it becomes attached to any real property of Lessee.

10. Inspection and Acceptance.

Promptly upon delivery of the Assets, Lessee will inspect and test the Assets. No later than twenty (20) business days following its date of delivery (or, if the Assets are part of a system, the date of last delivery of the Assets comprising the system), Lessee will execute and deliver either (i) a Certificate of Acceptance, or (ii) written notification of any defects in the Assets. If Lessee has not given notice within such time

Example

period, the Assets shall be deemed accepted by Lessee as of the twentieth (20th) business day, as described above. In the event Lessee does not accept the Assets, Vendor will promptly remove the Assets from Lessee's premises and deliver conforming Assets within ten (10) business days thereafter. If conforming Assets are not delivered within that timeframe, Lessee may terminate the Schedule on written notice to Lessor. Lessee's acceptance of any Assets shall not be deemed to waive any rights Lessee may have against the manufacturer or licensor, as applicable. Lessor and its assigns, including either of their respective agents shall have the right to inspect the Assets upon reasonable notice to Lessee and during normal business hours provided that anyone who does so has first executed a non-disclosure agreement acceptable to Lessee.

11. Installation and Delivery; Use of Assets; Repair and Maintenance.

(a) Except as set forth in this MOLA, all transportation, delivery, installation, and de-installation costs associated with the Assets shall be borne by Lessee. Lessee shall provide a place of installation for the Assets, which conforms to the requirements of the manufacturer and Lessor.

(b) Subject to the terms hereof, Lessee shall be entitled to use the Assets for the conduct of its business in compliance with all laws, rules, and regulations of the jurisdiction in which the Assets are located. Lessee shall not use or permit the use of the Assets for any purpose for which, according to the specification of the manufacturer, the Assets are not designed.

(c) Lessee, at its expense, shall take good and proper care of the Hardware and make all repairs and replacements necessary to maintain and preserve the Hardware and keep the Hardware in good order and condition (reasonable wear and tear excepted). Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each Hardware unit. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Hardware without the prior written consent of Lessor, except for additions or attachments to the Hardware leased by Lessee from Lessor or purchased by Lessee from the manufacturer of the Hardware (or an authorized distributor of the manufacturer) or any other person approved by Lessor. Lessee shall affix on a prominent place on each item of Hardware any tags, decals or labels supplied by Lessor to Lessee which describe the ownership of the Hardware. Subject to the provisions of Section 15(b) under "Option to Extend; Surrender of Hardware and Software Assets," Lessee agrees to restore the Hardware to Return Condition prior to its return to Lessor.

12. Relocation of Hardware and Software.

Except as set forth on the applicable Schedule, Lessee shall at all times keep the Hardware and Software within its exclusive possession and control. Lessee may move the Hardware or Software to another

Example

location of Lessee within the continental United States, provided Lessee is not in default on any Schedule and pays all costs associated with such relocation. If such relocation requires Lessor's prior written consent, Lessee shall obtain such consent prior to relocating the Hardware or Software, as applicable, which consent Lessor shall not unreasonably withhold. Notwithstanding the foregoing, in those situations where consent is otherwise required, Lessee may move the Hardware or Software to another location within Texas without notification to, or the consent of, Lessor; provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Hardware and Software at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Hardware and Software, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Hardware and Software.

13. Taxes.

Unless otherwise agreed by the parties on the applicable Schedule, Lessor will pay any Imposition or file any forms or returns with respect thereto. Lessee shall, when billed, and with copy of Imposition invoice(s) with respect to Assets specified on the Schedule, reimburse Lessor for such payment. For purposes of this paragraph "Impositions" means all taxes, including personal property taxes and fees, without pro-ration as described in the Financial Disclosure Summary Work Sheet (Attachment 1) hereafter imposed, assessed or payable during the term of the relevant Schedule including any extension thereof. Because the reimbursement date for an Imposition may occur after the expiration or termination of the term of the relevant Schedule, it is understood and agreed that Lessee's liability to reimburse for such Impositions shall survive the expiration or termination of the term of the relevant Schedule.

14. Ownership.

The Hardware and Software shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties' rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Hardware except a leasehold interest as provided for herein. Lessee agrees that the Hardware shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of Lessor. Upon Lessor's request, Lessee will enter into agreements necessary to ensure that the Hardware remains the personal property of Lessor.

15. Option to Extend; Surrender of Hardware and Software Assets.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term, Lessor shall notify Lessee in writing of options to extend the Schedule for continued use of the Hardware or Software specified in that Schedule. If Lessee desires to exercise any of the options offered by Lessor (and provided that, with respect to Hardware, any extension does not exceed seventy five percent (75%) of

Example

its economic life), Lessee shall give Lessor irrevocable written notice of the option Lessee intends to exercise at least forty-five (45) days before the expiration of such Schedule Term. In the event the Lease is extended for some but not all of the Hardware and Software specified on a Schedule, the Schedule shall be updated to reflect those changes. At the end of the Schedule Term (as well as with respect to any Hardware and Software not extended as described immediately above), Lessee will surrender and return the Hardware and Software to Lessor in compliance with Section 15(b) below.

(b) Except as specified otherwise herein, upon the expiration, early termination as provided herein, or final termination of the Schedule, Lessee, at its cost and expense, shall promptly return the Hardware, freight prepaid, to Lessor in good repair and working order, with reasonably unblemished physical appearance and with no defects which affect the operation or performance of the Hardware ("Return Condition"), reasonable wear and tear excepted. If the Hardware is not in Return Condition, Lessee shall, at its option, either restore the Hardware (at Lessee's cost) to Return Condition or pay for the Hardware at its Stipulated Loss Value if the Hardware is not reasonably repairable. Lessee shall arrange and pay for the de-installation and packing of the Hardware in suitable packaging, and return the Hardware to Lessor at the location specified by Lessor; provided, however, that such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. At its option and expense, Lessor shall have the right to supervise and direct the preparation of the Hardware for return. If, upon termination or expiration of the Schedule for any reason, Lessee fails or refuses to return to Lessor a Hardware unit or Software program specified in that Schedule or to pay Lessor the Stipulated Loss Value for a Hardware unit, Lessee shall remain liable for Rent Payments for that unit or program up to the date on which the unit or program is returned to the address specified by Lessor (or on which Lessee has paid Lessor the Stipulated Loss Value). In such event and specifically with respect to the Hardware, Lessor shall also have the right to enter Lessee's premises or any other premises where the Hardware may be found upon reasonable written notice to the Lessee and during normal business hours, and subject to Lessees reasonable safety and security requirements to take possession of and to remove the Hardware, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Hardware. However, as an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession except as provided by Paragraph b. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the Constitution and laws of the State of Texas, Lessee's obligation to return Hardware may, at Lessor's option, be specifically enforced by Lessor.

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16. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Assets as long as an Event of Default (as hereinafter defined in Section 23 ("Default") of the MOLA) has not occurred.

17. Warranties regarding the Assets.

Lessor acknowledges that warranties made by the manufacturer or licensor of the Assets, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer or licensor of the Assets and shall not pursue any such claim against Lessor.

18. No Warranties by Lessor regarding the Assets.

Except as set forth in the Contract, Lessee acknowledges that Lessor is not the manufacturer or licensor of the Hardware or Software Assets. Lessee agrees that Lessor makes no representations or warranties of whatsoever nature, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, or quality of the Hardware or Software Assets or any unit thereof. Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessee specifically waives all right to make claim against Lessor for breach of any warranty of any kind whatsoever; and with respect to Lessor, Lessee leases the Hardware and Software "as is". Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by any Hardware or Software leased hereunder, or by the use or maintenance thereof, or by the repairs, service or adjustment thereto or any delay or failure to provide any thereof, or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused. Lessor agrees to assign to Lessee, upon Lessee's request therefor, any warranty of a manufacturer or licensor or seller relating to the Hardware and Software that may have been given to Lessor.

19. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to the Hardware specified on the Schedule, whether partial or complete, from any cause whatsoever. Lessee shall promptly notify Lessor regarding any Event of Loss. Upon any Event of Loss, Lessee shall, at its option: (a) immediately repair the affected Hardware so that it is in good condition and working order, (b) replace the affected Hardware with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value for such affected Hardware unit, plus any other unpaid amounts then due under the Schedule. If an

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Event of Loss occurs as to part of the Hardware for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of a Hardware unit for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of Lessee with respect to such Hardware unit (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

20. <u>Representations and Warranties of Lessee</u>.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Section 2054.003 (8-a), Texas Government Code) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding true lease and operating lease agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, this MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of Lessee or on the Hardware or Software leased under any Schedule between Lessor and Lessee pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound;

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(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MOLA or any Schedule between Lessor and Lessee;

(f) The use of the Assets is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MOLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. <u>Representation and Warranties of DIR</u>.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided Lessee or Lessor with any legal or management advice regarding the MOLA or any Schedule executed pursuant thereto;

(b) This MOLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MOLA;

(d) The entering into and performance of the MOLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Hardware or Software pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

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(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MOLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract; and

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law.

22. <u>Representations and Warranties of Lessor</u>.

Lessor represents and warrants for the benefit of DIR and each Lessee:

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MOLA and each Schedule executed in conjunction to this MOLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MOLA or any Schedule;

(d) The entering into and performance of the MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of Lessor, including the Hardware or Software leased under the MOLA and Schedules thereto, pursuant to any instrument to which Lessor is a party or by which it or its assets may be bound;

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MOLA or any Schedule;

(f) Lessor acknowledges that DIR and any Lessee that is a state agency, as government agencies, are subject to the Texas Public Information Act, and that DIR and Lessees that are state agencies will

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comply with such Act, including all opinions of the Texas Attorney General's Office concerning this Act.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (b) Lessee's material breach of this MOLA, any Schedule, or any applicable software license agreement, which is not cured within thirty (30) days after written notice thereof from Lessor; (c) Lessee's filing of any proceedings commencing bankruptcy or the taking of other similar action by Lessee under any state insolvency or similar law, (d) the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (e) subjection of a substantial part of Lessee's property or any part of the Hardware to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (f) any representation or warranty made by Lessee in this MOLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Assets being or becoming untrue in any material respect.

24. Remedies.

(a) Lessor's Remedies.

i. Upon the occurrence of an "Event of Default," Lessor may, in its sole discretion, do any one or more of the following:

A. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, terminate any or all Schedules executed by Lessor and the defaulting Lessee;

B. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule;

C. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, and whether or not the Schedule is terminated, take possession of the Hardware and Software wherever located, without additional demand, liability, court order or other process of law. To the extent permitted by Texas law, Lessee hereby authorizes Lessor, its assigns or the agents of either to enter upon

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the premises where such Hardware or Software is located or cause Lessee, and Lessee hereby agrees, to return such Hardware and Software to Lessor in accordance with the requirements of Section 15 ("Option to Extend; Surrender of Hardware and Software Assets") hereof;

D. by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of:

I. the present value of the Rent owed from the earlier of the last date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Hardware is not returned to or repossessed by Lessor, the present value of the Stipulated Loss Value of the Hardware at the end of the Schedule Term, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis;

II. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and

III. interest on (I) from the date of default at 1½ % per month or portion thereof (or the highest rate allowable by law, if less) and, on (II) from the date Lessor incurs such fees, costs or expenses.

ii. Upon return or repossession of the Hardware, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Hardware, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Hardware, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Hardware shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Hardware shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Hardware, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated

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damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

iii. No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default by Lessee shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

iv. Neither DIR nor non-defaulting Lessees shall be deemed in default under the MOLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

(b) Lessee's Remedies. Anything herein to the contrary notwithstanding, Lessee shall have all rights provided under Tex. Bus. & Comm. Code § 2A.508 through § 2A.522, including without limitation, the right to cancel a Schedule and recover damages from Lessor in the event of nonperformance of or other default by Lessor hereunder.

(c) Each party agrees that any delay or failure by the other party to enforce that party's rights under this MOLA or a Schedule does not prevent that party from enforcing its rights at a later time.

25. <u>Notices and Waivers</u>.

(a) All notices relating to this MOLA shall be delivered to DIR or Lessor as specified in Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of Lessor or Lessee or shall be given by certified or registered mail or overnight carrier to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MOLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes.

(b) A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver of any provision of this MOLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the waiving party. No failure on the part of a party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

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26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Upon thirty (30) days advance written notice to Lessee and provided that any such assignee expressly assumes Lessor's obligations under this MOLA and each Schedule, Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MOLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MOLA, any Schedule and/or any Asset; and/or (iii) sell or transfer its title and interest as owner or licensor of the Hardware and Software and/or as Lessor under any Schedule; and DIR and each Lessee leasing Hardware under the MOLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MOLA. Each Lessee leasing Assets through Schedules under this MOLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Lessor shall remain liable for performance under the MOLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MOLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) Lessee will not sell, assign, sublet, pledge or otherwise encumber, or permit a lien to exist on or against any interest in this MOLA or the Assets without Lessor's prior written consent except otherwise permitted under this MOLA; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the MOLA to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance (if Acceptance has taken place); (b) Opinion of Counsel; (c) Financial Statements; (d) incumbency certificate; and (e) other documents specified in the applicable Schedule as being reasonably required by Lessor.

28. Miscellaneous.

(a) Prior to delivery of any Assets, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control. In such event, the obligation of Lessee to commence Rents for such Assets shall also be suspended.

(b) Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Assets, other than as set forth in this MOLA, including the Contract, and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that

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this MOLA, including the Contract, and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee, order acknowledgement and other forms issued by Lessor, and the like. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MOLA and the Contract and that both contain the entire agreement between them. The terms and conditions of this MOLA may be amended only by written instrument executed by Lessor and DIR. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.

Example

Attachment 1 to the Master Operating Lease Agreement
Financial Disclosure Summary

Lease Rate Factor(s):	**Response**	**Notes**
Equipment Type A		
Equipment Type B		
Equipment Type C		
How is Daily Rental calculated?		
Is Daily Rental invoiced separately or rolled into monthly rental?	☐ Yes ☐ No ☐ N/A	
Is this a Step Lease?	☐ Yes ☐ No	
Does this lease include software?	☐ Yes ☐ No	
If yes, who owns the software?	☐ Agency ☐ Lessor	
Personal Property Tax	**Response**	**Notes**
Estimated PPT		
PPT Payment made by	☐ Agency ☐ Lessor on Agency behalf	
PPT calculation method	☐ Agency pays direct ☐ Lessor pays and passes invoice through ☐ Lessor estimates and includes ☐ Lessor sets PPT at disclosed rate	
If PPT rate changes, how are charge backs or short falls handled?	☐ N/A - Agency pays direct ☐ N/A - Lessor pays/passes invoice through ☐ Lessor is responsible ☐ Lessee is invoiced for short fall	
Equipment Schedule Details	**Response**	**Notes**
Can Agency make decisions at asset level (extend, purchase, return)?	☐ Asset level ☐ All and not less than all	
Does this ES auto extend?	☐ Yes ☐ No	

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If Yes, how long?		
What is the cost of the Auto extension?		
What is the notice period?		
Are negotiated extensions FMV based?	☐ Yes ☐ No	
On FMV, can Agency select own evaluator?	☐ Yes ☐ No	
Is asset and lease information available online?	☐ Yes ☐ No	
End of Lease Details	**Response**	**Notes**
Where are the assets returned to?		
What is the return freight cost?		
Who pays the return freight cost?	☐ Agency ☐ Lessor	
Do I need to return original packaging?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return original manuals and documentation?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return software?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Is there an FMV purchase cost cap?	☐ Yes ☐ No If yes, what is the cost cap percentage?	
What is the cost for a lost asset?		
What is the cost for missing equipment?		
What is the cost for data sanitization on assets with memory?		

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What is the cost for data sanitization?		
What is the cost for on-site data destruction?		

Example

Appendix G
MASTER LEASE AGREEMENT

1. Scope.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the Equipment described on each Supplementary Schedule ("Schedule"), which is a separate agreement executed from time to time by Lessor and Lessee and makes specific reference to this Master Lease Agreement ("MLA"). The terms and conditions contained herein shall apply to each Schedule that is properly executed in conjunction with this MLA and made subject to such terms and conditions as if a separate MLA were executed for each Schedule by the Lessee. Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or given any legal or management advice to the Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with the Lessor to satisfy individual procurements, such terms shall be developed by the Lessor and Lessee and stated within a Rider to the MLA or the Schedule. To the extent that any of the provisions of the MLA conflict with any of the terms contained in any Schedule, the terms of the Schedule shall control. It is expressly understood that the term "Equipment" shall refer to the Products and any related Services as allowed within said Contract number DIR-TSO-XXX, as described on a Schedule and any associated items therewith, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, all documentation (technical and/or user manuals), operating system and application software as needed.

If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Equipment for its own use, DIR is not a party to any Schedule executed under this MLA and is not responsible for Rents, payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or the Lessor or both of them arising from the use of this MLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both of those parties arising from the use of this MLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 of this MLA.

Any reference to "MLA" shall mean this Agreement, including the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement by DIR and Lessor.

As to conditions precedent to Lessor's obligation to purchase any Equipment, (i) Lessee shall accept the MLA terms and conditions as set forth herein and execute all applicable documents such as the Schedule, the Acceptance Certificate, Opinion of Counsel, and any other documentation as may be required by the

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Lessor that is not in conflict with this MLA, and (ii) there shall be no material adverse change in Lessee's financial condition except as provided for within Section 7 of this MLA.

2. Term of MLA.

The term of this MLA shall commence on the last date of approval by DIR and Lessor of Amendment Number XXX (XX) and shall continue until (i) the obligations of Lessee under every Schedule are fully discharged, (ii) the full and final expiration date of the Contract, or (iii) either party exercises their termination rights as stated within Appendix A, Section 11B of the Contract. In regards to either the Contract expiration date or Contract termination date or the termination of this MLA, before all obligations of Lessee under every Schedule are fully discharged, such Schedules and such other provisions of the Contract and this MLA as may be necessary to preserve the rights of the Lessor or Lessee hereunder shall survive said termination or expiration.

3. Term of Schedule.

The term for each Schedule, executed in conjunction to this MLA, shall commence on the date of execution of an Acceptance Certificate by the Lessee or twenty (20) days after the delivery of the last piece of Equipment to the Lessee ("Commencement Date"), and unless earlier terminated as provided for in the MLA, shall continue for the number of whole months or other payment periods as set forth in the applicable Schedule Term, commencing on the first day of the month following the Commencement Date (or commencing on the Commencement Date if such date is the first day of the month). The Schedule Term may be earlier terminated upon: (i) the Non-appropriation of Funds pursuant to Section 7 of this MLA, (ii) an Event of Loss pursuant to Section 18 of this MLA, or (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 of this MLA.

4. Administration of MLA.

(a) For requests involving the leasing of Equipment, each potential Lessee will submit its request directly to the Lessor. Lessor shall apply the then current Equipment pricing discounts as stated within the Contract or the price as agreed upon by Lessee and Lessor, whichever is lower. Lessor shall submit the lease proposal and all other applicable documents directly to the potential Lessee and negotiate the Schedule terms directly with the potential Lessee.

(b) All leasing activities in conjunction to this MLA shall be treated as a "purchase sale" in regards to the requirements of the Lessor to report the sale and make payment of the DIR administrative fee as defined within Section 5 of the Contract.

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(c) Upon agreement by Lessor and Lessee on pricing, availability and the like, Lessee may issue a purchase order in the amount indicated on the Schedule to Lessor for the Equipment and reference said Contract number DIR- TSO-XXX on the purchase order. Any pre-printed terms and conditions on the purchase order submitted by the Lessee shall not be effective with respect to the lease of Equipment hereunder. Rather, the terms and conditions of this MLA and applicable Schedule terms and conditions shall control in all respects.

(d) Nothing herein shall require the Lessor to use this MLA exclusively with Lessees. Further, this MLA shall not constitute a requirements Agreement and Lessor shall not be obligated to enter into any Schedule for the lease of Equipment with any Lessee.

5. Rent Payments.

During the Schedule Term and any renewal terms, Lessee agrees to pay Lessor Rent Payments. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made.

Any amounts received by Lessor from the Lessee in excess of Rent Payments and any other sums required to be paid by the Lessee shall be held as non-interest bearing security for Lessee's faithful performance under the conditions of this MLA and any Schedule. All Rent Payments shall be paid to the Lessor at the address stated on the Schedule or any other such place as the Lessor or its assigns may hereafter direct to the Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to the Lessor. Any sum received by the Lessor later than ten (10) business days after its due date will bear interest from such due date at the rate of one-percent (1%) per month (or the maximum rate allowable by law, if less) until paid. Late charges, attorney's fees and other costs or expenses necessary to recover Rent Payments and any other amounts owed by Lessee hereunder are considered an integral part of this MLA.

Each Schedule is a net lease and except as specifically provided herein, Lessee shall be responsible for all costs and expenses arising in connection with the Schedule or Equipment. Lessee acknowledges and agrees, except as specifically provided for in Section 7 of this MLA, that its obligation to pay Rent and other sums payable hereunder, and the rights of Lessor and Lessor's assignees, shall be absolute and unconditional in all events, and shall not be abated, reduced or subject to offset or diminished as a result

Example

of any event, including without limitation damage, destruction, defect, malfunction, loss of use, or obsolescence of the Equipment, or any other event, defense, counterclaim or recoupment due or alleged to be due by reason of any past, present or future claims Lessee may have against Lessor, Lessor's assigns, the manufacturer, vendor, or maintainer of the Equipment, or any person for any reason whatsoever.

"Price" shall mean the actual purchase price of the Equipment. Rent Payments shall be adjusted proportionately downward if the actual price of the Equipment is less than the estimate (original proposal), and the Lessee herein authorizes Lessor to adjust the Rent Payments downward in the event of the decrease in the actual Equipment price. However, in the event that the Equipment price is more than the estimate (original proposal), the Lessor may not adjust the Rent Payment without prior written approval of the Lessee.

6. Liens and Taxes.

Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances, except those in favor of Lessor or its assigns, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of Equipment. Unless Lessee first provides proof of exemption therefrom, Lessee shall promptly reimburse Lessor, upon receipt of an accurate invoice, as an additional sum payable under this MLA, or shall pay directly if so requested by Lessor, all license and registration fees, sales, use, personal property taxes and all other taxes and charges imposed by any federal, state, or local governmental or taxing authority, from which the Lessee is not exempt, whether assessed against Lessee or Lessor, relating to the purchase, ownership, leasing, or use of the Equipment or the Rent Payments, excluding all taxes computed upon the net income of Lessor. Any tax statement received by the Lessor, for taxes payable by the Lessee, shall be promptly forwarded by the Lessor to the Lessee for payment.

7. Appropriation of Funds.

(a) This paragraph applies only to Lessees designated as state agencies defined in Section 2054.003, Texas Government Code, including institutions of higher education as defined in Texas Education Code, Section 61.003 and those state agencies utilizing a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of Lessee beyond the Fiscal Period first in effect at the Commencement of the Schedule

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Term, Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall endeavor to provide Lessor written notice sixty (60) days prior to the end of its current Fiscal Period confirming the Schedule will be so terminated. All obligations of Lessee to pay Rent due after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in the Equipment will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas beyond the Fiscal Period for which sufficient funds have been appropriated to pay Rent hereunder.

(b) This paragraph applies only to Lessees designated as local government entities.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated for Lessee to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of the Lessee beyond the Fiscal Period first in effect at the commencement of the Schedule Term, the Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall endeavor to provide Lessor written notice sixty (60) days prior to the end of its current Fiscal Period confirming the Schedule will be terminated. All obligations of Lessee to pay Rent due after the end of the Fiscal Period first in effect at the commencement of the Schedule Term will cease, all interests of Lessee in the Asset(s) will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the

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Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term.

8. Selection of Equipment.

The Equipment is the size, design, capacity and manufacture selected by Lessee in its sole judgment and not in reliance on the advice or representations of Lessor. No representation by the manufacturer or a vendor shall in any way affect Lessee's duty to pay Rent and perform its other obligations hereunder. Each Schedule is intended to be a "finance lease" as defined in Article 2A of the Uniform Commercial Code. Lessor has acquired or will acquire the Equipment in connection with this MLA. Lessor shall not be liable for damages for any reason, for any act or omission of the supplying manufacturer. Lessor agrees, to the extent they are assignable, to assign the Lessee, without recourse to Lessor, any warranties provided to Lessor with respect to the Equipment during the Term of the applicable Schedule. Lessee acknowledges that neither its dissatisfaction with any unit of Equipment, nor the failure of any of the Equipment to remain in useful condition for the Schedule Term, nor the loss of possession or the right of possession of the Equipment or any part thereof by the Lessee, shall relieve Lessee from the obligations under this MLA or Schedule Term. Lessee shall have no right, title or interest in or to the Equipment except the right to use the same upon the terms and conditions herein contained. The Equipment shall remain the sole and exclusive personal property of the Lessor and not be deemed a fixture whether or not it becomes attached to any real property of the Lessee. Any labels supplied by Lessor to Lessee, describing the ownership of the Equipment, shall be affixed by Lessee upon a prominent place on each item of Equipment.

9. Inspection and Acceptance.

Promptly upon delivery of the Equipment, Lessee will inspect and test the Equipment, and not later than ten (10) business days following the Commencement Date, Lessee will execute and deliver either (i) an Acceptance Certificate, or (ii) written notification of any defects in the Equipment. If Lessee has not given notice within such time period, the Equipment shall be conclusively deemed accepted by the Lessee as of the tenth (10^{th}) business day. Lessor, its assigns or their agents, shall be permitted free access at reasonable times authorized by the Lessee, the right to inspect the Equipment.

10. Installation and Delivery; Use of Equipment; Repair and Maintenance.

(a) All transportation, delivery, and installation costs associated with the Equipment shall be borne by the Lessee. Lessor is not and shall not be liable for damages if for any reason the manufacturer of the Equipment delays the delivery or fails to fulfill the order by the Lessee's desired timeframe. Any delay in delivery by the manufacturer shall not affect the validity of any Schedule. Lessee shall provide a place of installation for the Equipment, which conforms to the requirements of the manufacturer and Lessor.

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(b) Subject to the terms hereof, Lessee shall be entitled to use the Equipment in compliance with all laws, rules, and regulations of the jurisdiction wherein the Equipment is located and will pay all cost, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee agrees to solely use the Equipment in the conduct of Lessee's business. Lessee agrees, at its expense, to obtain all applicable permits and licenses necessary for the operation of the Equipment, and keep the Equipment in good working order, repair, appearance and condition (reasonable wear and tear is acceptable). Lessee shall not use or permit the use of the Equipment for any purpose, which according to the specification of the manufacturer, the Equipment is not designed or reasonably suited. Lessee shall use the Equipment in a careful and proper manner and shall comply with all of the manufacturer's instructions, governmental rules, regulations, requirements, and laws, and all insurance requirements, if any, with regard to the use, operation or maintenance of the Equipment.

(c) Lessee, at its expense, shall take good and proper care of the Equipment and make all repairs and replacements necessary to maintain and preserve the Equipment and keep it in good order and condition. Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each unit of Equipment. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall pay all costs to install and dismantle the Equipment. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Equipment without the prior written consent of Lessor, except for additions or attachments to the Equipment purchased by Lessee from the original supplier of the Equipment or any other person approved by Lessor. If Lessee desires to lease any such additions or attachments, Lessee hereby grants to Lessor the right of first refusal to provide such lease financing to Lessee for such items. Subject to the provisions of Section 13B of this MLA, Lessee agrees to restore the Equipment to Return Condition prior to its return to the Lessor.

11. Relocation of Equipment.

Lessee shall at all times keep the Equipment within its exclusive possession and control. Upon Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may move the Equipment to another location of Lessee within the continental United States, provided (i) Lessee is not in default on any Schedule, (ii) Lessee executes and causes to be filed at its expense such instruments as are necessary to preserve and protect the interests of Lessor and its assigns in the Equipment, (iii) Lessee pays all costs of, and provides adequate insurance during such movement, and (iv) Lessee pays all costs otherwise associated with such relocation. Notwithstanding the foregoing, Lessee may move the Equipment to another location within Texas without notification to, or the consent of, Lessor. Provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Equipment at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the

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Equipment, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Equipment.

12. Ownership.

The Equipment shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Equipment except a leasehold interest as provided for herein. Lessee agrees that the Equipment shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of the Lessor. Upon request, Lessee will enter into any and all agreements necessary to ensure that the Equipment remain the personal property of Lessor.

13. Purchase and Renewal Options; Location and Surrender of Equipment.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term Lessor shall notify Lessee of options for continued use of Equipment. Lessee shall have the option to: (i) renew the Schedule as to all but not less than all of the Equipment, or (ii) purchase all but not less than all of the Equipment for cash or by the Lessor's acceptance of a purchase order from Lessee upon the last business day on or prior to the expiration of the Schedule Term thereof for a price equal to the amount set forth in the Schedule. If the Fair Market Value (FMV) Purchase Option was selected on the Schedule, the FMV shall be determined on the basis of and shall be equal in amount to, the value which would be obtained in an arms-length transaction between an informed and willing buyer-user (other than a used equipment dealer), who would be retaining the Equipment as part of its current operations, in continuing and consistent use, and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value. If Lessee desires to exercise either option, it shall give Lessor irrevocable written notice of its intention to exercise such option at least sixty (60) days (and not more than 180 days) before the expiration of such Schedule Term. In the event that Lessee exercises the purchase option described herein, upon payment by Lessee to Lessor of the purchase price for the Equipment, together will all Rent Payments and any other amounts owing to Lessor hereunder, Lessor shall transfer to Lessee without any representation or warranty of any kind, express or implied, title to such Equipment. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IF LESSEE FAILS TO NOTIFY LESSOR OF ITS INTENT WITH RESPECT TO THE EXERCISE OF THE OPTIONS DESCRIBED IN THIS SECTION 13 WITHIN THE TIME FRAMES CONTEMPLATED HEREIN, THE INITIAL SCHEDULE TERM SHALL BE TERMINATED ON THE DATE AS STATED IN THE SCHEDULE.

(b) The Equipment shall be delivered to and thereafter kept at the location specified in the Schedule and shall not be removed therefrom without Lessor's prior written consent and in accordance with Section 11 of this MLA. Upon the expiration, early termination as provided herein, or upon final termination

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of the Schedule, upon at least ninety (90) days prior written notice to Lessor, Lessee at its cost and expense, shall immediately disconnect, properly package for transportation and return all (not part) of the Equipment (including, without limitation, all service records and user manuals), freight prepaid, to Lessor in good repair, working order, with unblemished physical appearance and with no defects which affect the operation or performance of the Equipment ("Return Condition"), reasonable wear and tear excepted. Lessee shall, at Lessor's request, affix to the Equipment, tags, decals or plates furnished by Lessor indicating Lessor's ownership and Lessee shall not permit their removal or concealment. Lessee shall return the Equipment to Lessor at a location specified by Lessor, provided, however, such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. If the Equipment is not in Return Condition, Lessee shall remain liable for all reasonable costs required to restore the Equipment to Return Condition. Lessee shall arrange and pay for the de-installation and packing of the Equipment and the de-installation shall be performed by manufacturer-certified technicians, approved by Lessor and the Lessor shall have the right to supervise and direct the preparation of the Equipment for return. IF, UPON TERMINATION OR EXPIRATION OF THE SCHEDULE FOR ANY REASON, LESSEE FAILS OR REFUSES FORTHWITH TO RETURN AND DELIVER THE EQUIPMENT TO LESSOR, LESSEE SHALL REMAIN LIABLE FOR ANY RENT PAYMENTS ACCRUED AND UNPAID WITH RESPECT TO ALL OF THE EQUIPMENT ON THE SCHEDULE AND SHALL PAY RENT UP TO THE DATE THAT THE EQUIPMENT IS RETURNED TO THE ADDRESS SPECIFIED BY LESSOR. Notwithstanding the foregoing, Lessor shall have the right, without notice or demand, to enter Lessee's premises or any other premises where the Equipment may be found and to take possession of and to remove the Equipment, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Equipment. As an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the constitution and laws of the State of Texas, Lessee's obligation to return Equipment may, at Lessor's option, be specifically enforced by Lessor.

14. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Equipment provided that an Event of Default (as hereinafter defined in Section 23 of the MLA) has not occurred.

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15. Warranties.

Lessor and Lessee acknowledge that manufacturer Equipment warranties, if any, inure to the benefit of the Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer of the Equipment and shall not pursue any such claim against Lessor. Lessee shall continue to pay Lessor all amounts payable under any Schedule under any and all circumstances.

16. No Warranties.

LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OR LICENSOR OF THE EQUIPMENT. LESSEE AGREES THAT LESSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, OR QUALITY OF THE EQUIPMENT OR ANY UNIT THEREOF. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE CLAIM AGAINST LESSOR FOR BREACH OF ANY EQUIPMENT WARRANTY OF ANY KIND WHATSOEVER; AND WITH RESPECT TO LESSOR, LESSEE LEASES EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER, OR BY THE USE OR MAINTENANCE THEREOF, OR BY THE REPAIRS, SERVICE OR ADJUSTMENT THERETO OR ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEROF, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATESOEVER AND HOWSOEVER CAUSED WITHOUT IN ANY WAY IMPLYING THAT ANY SUCH WARRANTY EXISTS AND WITHOUT INCREASING ITS LIABILITY HEREUNDER, TO ASSIGN TO LESSEE UPON LESSEE'S REQUEST THEREFOR ANY WARRANTY OF A MANUFACTURER OR LICENSOR OR SELLER RELATING TO THE EQUIPMENT THAT MAY HAVE BEEN GIVEN TO LESSOR.

17. Indemnification.

(a) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee shall indemnify, protect, save and hold harmless Lessor, its agents, servants and successors from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses and attorney's fees, of whatsoever nature, arising out of the use, misuse, condition, repair, storage, return or operation (including, but not limited to, latent and other defects, whether or not discoverable by it) of any unit of Equipment, regardless of where, how and by whom operated, and arising out of negligence (excluding the gross negligence or willful misconduct of Lessor). Lessee is liable for the expenses of the defense or the settlement of any suit or suits or other legal proceedings brought to enforce any such losses, damages, injuries, claims, demands, and expenses and shall pay all judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of the MLA or a

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Schedule whether by expiration of time, by operation of law or otherwise. With respect to Lessor, Lessee is an independent contractor, and nothing contained herein authorizes Lessee or any other person to operate the Equipment so as to impose or incur any liability or obligation for or on behalf of Lessor.

(b) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee and DIR individually and collectively assume all risks and liabilities with respect to any claim made by any third party that the lease arrangements herein are not authorized by law. Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee and DIR agree to indemnify, save and hold harmless Lessor from any and all such claims and all expenses incurred in connection with such claims or to defend against such claims, including without limitation any judgments by a court of competent jurisdiction or settlement or compromise with such claimant.

(c) Lessor is the owner of the Equipment and has title to the Equipment. If any other person attempts to claim ownership of the Equipment by asserting that claim against Lessee or through Lessee, Lessee agrees, at its expense, to protect and defend Lessor's title to the Equipment. Lessee further agrees that it will at all times keep the Equipment free from any legal process, encumbrance or lien whatsoever, and Lessee shall give Lessor immediate notice if any legal process, encumbrance or lien is asserted or made against the Equipment.

18. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to any Equipment, whether partial or complete, from any cause whatsoever. In the event of loss, theft, destruction or damage of any kind to any item of Equipment, or if any Equipment is lost stolen, or taken by governmental action for a stated period extending beyond the Term of any Schedule (an "Event of Loss"), Lessee shall promptly notify Lessor. Lessee shall, at its option: (a) immediately place the affected Equipment in good condition and working order, (b) replace the affected Equipment with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV" as hereafter defined) for such affected Equipment, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Equipment for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining

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Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of Equipment for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of the Lessee with respect to such Equipment (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

19. Insurance.

At its expense, Lessee shall keep the Equipment insured against all risks of loss and damage with companies acceptable to Lessor for an amount equal to the original cost of the Equipment, with Lessor or its assign(s) named as a loss payee. Lessee shall also maintain comprehensive general liability insurance, with Lessor or its assign(s) named as an additional insured. Lessee shall be liable for any loss not covered by insurance. All said insurance shall be in form and amount satisfactory to Lessor. Lessee shall pay the premiums therefor and deliver to Lessor or its assign(s) the certificates of insurance or duplicates thereof or other evidence satisfactory to Lessor or its assign(s) of such insurance coverage. Evidence of such insurance coverage shall be furnished no later than the Schedule Commencement Date of each Schedule and from time to time as Lessor or its assign(s) may request. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any said insurance policy. Lessee may self-insure with respect to the required coverage.

Further, Lessees that are defined as state agencies in accordance with Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, may self-insure their obligations in this section.

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

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(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of the Lessee or on the Equipment leased under any Schedule between Lessor and Lessee pursuant to any instrument to which the Lessee is a party or by which it or its assets may be bound;

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MLA or any Schedule between Lessor and Lessee;

(f) The use of the Equipment is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. Representation and Warranties of DIR.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided the Lessee or the Lessor with any legal or management advice regarding the MLA or any Schedule executed pursuant thereto;

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(b) This MLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding Agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MLA;

(d) The entering into and performance of the MLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Equipment pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract;

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law; and

(h) DIR is a government agency subject to the Texas Public Information Act. Lessor acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney Generals' office concerning this Act.

22. Representations and Warranties of Lessor.

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MLA and each Schedule executed in conjunction to this MLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

Example

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MLA or any Schedule;

(d) The entering into and performance of the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of the Lessor, including Equipment leased under the MLA and Schedules thereto, pursuant to any instrument to which the Lessor is a party or by which it or its assets may be bound; and

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MLA or any Schedule.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable; (b) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (c) failure by Lessee to perform or observe any other term, covenant or condition of this MLA, any Schedule, or any applicable software license agreement, which is not cured within ten (10) days after notice thereof from Lessor; (d) insolvency by Lessee; (e) Lessee's filing of any proceedings commencing bankruptcy or the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (f) subjection of a substantial part of Lessee's property or any part of the Equipment to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (g) any representation or warranty made by Lessee in this MLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Equipment being or becoming untrue in any material respect.

24. Remedies.

(a) Upon the occurrence of an "Event of Default" and at any time thereafter Lessor may, in its sole discretion, do any one or more of the following: (i) After giving fifteen (15) days prior written notice to Lessee of default, during which time Lessee shall have the opportunity to cure such default, terminate any or all Schedules executed by Lessor and the defaulting Lessee; (ii) without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule and/or recover damages, including all of

Example

Lessor's economic loss for the breach thereof; (iii) whether or not the Schedule is terminated, upon notice to Lessee, take possession of the Equipment wherever located, without demand, liability, court order or other process of law, and for such purposes Lessee, to the extent authorized by Texas law, hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Equipment is located or cause Lessee, and Lessee hereby agrees, to return such Equipment to Lessor in accordance with the requirements of Section 13 of the MLA; (iv) by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of (a) the present value of the Rent owed from the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Equipment is not returned to or repossessed by Lessor, the present value of the estimated in-place fair market value of the Equipment at the end of the Schedule Term as determined by Lessor, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis; (b) all Rent and other amounts due and payable on or before the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee; and (c) without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and (d) interest on (a) and (b) from the date of default at 1 ½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (c) from the date Lessor incurs such fees, costs or expenses.

(b) Upon return or repossession of the Equipment, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Equipment, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Equipment, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Equipment shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Equipment shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at the Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Equipment, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

Example

(c) No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

(d) Neither DIR nor non-defaulting Lessees shall be deemed in default under the MLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

25. Notices and Waivers.

All notices relating to this MLA shall be delivered to DIR or the Lessor as specified within Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of the Lessor or Lessee or shall be mailed certified or registered to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes. This MLA and those Schedules in conjunction hereof are a "Finance Lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). A waiver of a specific Default shall not be a waiver of any other or subsequent Default. No waiver of any provision of this MLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the Lessor. No failure on the part of Lessor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MLA, any Schedule and/or any Equipment; and/or (iii) sell or transfer its title and interest as owner of the Equipment and/or as Lessor under any Schedule; and DIR and each Lessee leasing Equipment under the MLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MLA. Each Lessee leasing Equipment through Schedules under this MLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Each Lessee leasing Equipment through

Example

Schedules under this MLA and DIR acknowledge that the assigns do not assume Lessor's obligations hereunder and agree to make all payments owed to the assigns without abatement and not to assert against the assigns any claim, defense, setoff or counterclaim which DIR or the Lessee(s) may possess against the Lessor or any other party for any other reason. Lessor shall remain liable for performance under the MLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) **LESSEE WILL NOT SELL, ASSIGN, SUBLET, PLEDGE OR OTHERWISE ENCUMBER, OR PERMIT A LIEN TO EXIST ON OR AGAINST ANY INTEREST IN THIS LEASE, OR THE EQUIPMENT, OR REMOVE THE EQUIPMENT FROM ITS LOCATION REFERRED TO ON THE SCHEDULE, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT EXCEPT AS PROVIDED IN SECTION 11 OF THIS MLA. LESSOR MAY ASSIGN ITS INTEREST IN THIS LEASE AND SELL OR GRANT A SECURITY INTEREST IN ALL OR ANY PART OF THE EQUIPMENT WITHOUT LESSEE'S CONSENT. LESSEES THAT ARE STATE AGENCIES, WITHOUT WAIVING THE DOCTRINE OF SOVEREIGN IMMUNITY AND IMMUNITY FROM SUIT, AND ONLY AS MAY BE AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AGREE THAT IN ANY ACTION BROUGHT BY AN ASSIGNEE AGAINST LESSEE TO ENFORCE LESSOR'S RIGHTS HEREUNDER, LESSEE WILL NOT ASSERT AGAINST SUCH ASSIGNEE AND EXPRESSLY WAIVES AS AGAINST ANY ASSIGNEE, ANY BREACH OR DEFAULT ON THE PART OF LESSOR HEREUNDER OR ANY OTHER DEFENSE, CLAIM OR SET-OFF WHICH LESSEE MAY HAVE AGAINST LESSOR EITHER HEREUNDER OR OTHERWISE. NO SUCH ASSIGNEE SHALL BE OBLIGATED TO PERFORM ANY OBLIGATION, TERM OR CONDITION REQUIRED TO BE PERFORMED BY LESSOR HEREUNDER**. Without the prior written consent of Lessor, DIR shall not assign, sublease, transfer, pledge or hypothecate the Master Lease Agreement; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the contract to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance; (b) Opinion of Counsel; (c) proof of self-insurance acceptable to Lessor; (d) Financial Statements; (e) Incumbency Certificate; and (f) Other documents as reasonably required by Lessor.

28. Lessee's Waivers.

To the extent permitted by applicable law, Lessee hereby waives the following rights and remedies conferred upon Lessee by the Uniform Commercial Code: to (i) cancel any Schedule under the MLA; (ii)

Example

repudiate any Schedule; (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for any breach of warranty by the manufacturer; (vi) claim a security interest in the Equipment in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under any Schedule; (viii) accept partial delivery of the Equipment; (ix) "cover" by making any purchase or lease of or contract to purchase or lease equipment in substitution for the Equipment due from Lessor; (x) recover any special, punitive, incidental or consequential damages, for any reason whatsoever. Lessee agrees that any delay or failure to enforce Lessor's rights under this MLA or a Schedule does not prevent Lessor from enforcing any rights at a later time.

29. Security Interest and UCC Filings.

To secure payments hereunder, Lessor reserves and Lessee hereby grants to Lessor a continuing security interest in the Equipment and any and all additions, replacements, substitutions, and repairs thereof. When all of the Lessee's obligations under this MLA and respective Schedules have been fully paid and satisfied, Lessor's security interest shall terminate. Nothing contained herein shall in any way diminish Lessor's right, title, or interest in or to the Equipment. Lessor and Lessee agree that a reproduction of this MLA and/or any associated Schedule may be filed as a financing statement and shall be sufficient as a financing statement under the Uniform Commercial Code ("UCC"). Lessee hereby appoints Lessor, its agents, successors or assigns its true and lawful attorney-in-fact for the limited purpose of executing and filing on behalf of Lessee any and all UCC Financing Statements which in Lessor's sole discretion are necessary or proper to secure Lessor's interest in the Equipment in all applicable jurisdictions. Lessee shall execute or obtain and deliver to Lessor, upon Lessor's request, such instruments, financing statements and assurances, as Lessor deems necessary or advisable for the protection or perfection of this Lease and Lessor's rights hereunder and will pay all costs incident thereto.

30. Miscellaneous.

(a) Applicable Law and Venue. The MLA and each Schedule SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. In the event of a dispute between the parties, exclusive venue for any legal action shall be in the state court where Lessee has its principal office or where the Equipment is located, with the following exception: if a Lessee is designated as a State agency as defined in Section 2054.003, Texas Government Code, including a university system or institution of higher education, and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, then exclusive venue shall be in the state district court of Travis County, Texas.

(b) Counterpart. Only original counterpart No. 1 of each Schedule shall be deemed to be an "Original" for chattel paper purposes under the Uniform Commercial Code. Any and all other counterparts

Example

shall be deemed to be a "Copy". NO SECURITY INTEREST IN THIS MLA, IN ANY SCHEDULE, OR IN ANY OF THE EQUIPMENT MAY BE CREATED, TRANSFERRED, ASSIGNED OR PERFECTED BY THE TRANSFER AND POSSESSION OF THIS MLA ALONE OR OF ANY "COPY" OF THE SCHEDULE, BUT RATHER SOLELY BY THE TRANSFER AND POSSESSION OF THE "ORIGINAL" COUNTERPART OF THE SCHEDULE INCORPORATING THIS MLA BY REFERENCE.

(c) Suspension of Obligations of Lessor. Prior to delivery of any Equipment, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control.

(d) Severability. In the event of any provision of this MLA or any Schedule shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the parties hereto agree that such provision shall be ineffective without invalidating the remaining provisions thereof.

(e) Entire Agreement. Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Equipment, other than as set forth in this MLA and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MLA and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MLA and Contract Number DIR-TSO-XXX and that both contain the entire agreement between them. Neither this MLA nor any Schedule may be altered, modified, terminated, or discharged except by a writing signed by the party against whom enforcement of such action is sought.

(f) Headers. The descriptive headings hereof do not constitute a part of any Schedule and no inferences shall be drawn therefrom.

(g) Language context. Whenever the context of this MLA requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and whenever the word Lessor is used herein, it shall include all assignees of Lessor.

(h) Lessor Certifications. Lessor certifies that:

(i) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this MLA and/or any Schedules executed hereunder;

Example

(ii) it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under Section 231.006, Texas Family Code and acknowledges this MLA may be terminated and payment withheld if this certification is inaccurate;

(iii) neither it , nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

(iv) it has not received payment from DIR, Lessee or any of their employees for participating in the preparation of this MLA and the Schedule(s) hereunder;

(v) during the term of this MLA, it will not discriminate unlawfully against any employee or applicant and that, upon request it will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision making authority,

(vi) under Section 2155.004, Texas Government Code, the Lessor certifies that the individual or business entity named in this MLA is not ineligible to receive the specified MLA and acknowledges that this MLA may be terminated and payment withheld if this certification is inaccurate;

(vii) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the MLA;

(viii) Lessor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;

(ix) as of the effective date of the MLA, are not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control;

(x) to the extent applicable to this scope of this MLA, Lessor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;

Example

(xi) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(xii) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

(xiii) Lessor agrees that any payments due under this MLA will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

(xiv) Lessor certifies that they are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency; if Section 669.003 applies, Vendor will complete the following information: Name of Former Executive; Name of State Agency; Position with Vendor and Date of Employment with Vendor.

(xv) Lessor represents and warrants that the provision of goods and services or other performance under the MLA will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety, and, if these facts change during the course of the MLA, Lessor certifies it shall disclose for itself and on behalf of subcontractors the actual or potential conflict of interest and any circumstances which create the appearance of impropriety;

(xvi) Lessor represents and warrants that the Lessee's payment to Lessor and Lessor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code;

(xvii) Under Section 2155.006, Government Code, Lessor certifies that the individual or business entity in this MLA is not ineligible to receive the specified MLA and acknowledges that this MLA may be terminated and payment withheld if this certification is inaccurate. In addition, Lessor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the MLA; and (xviii) Lessor certifies that it has complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract.

Example

During the term of the MLA, Lessor shall, for itself and on behalf of its subcontractors, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Lessor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

(i) Dispute Resolution. The following paragraph applies only to Lessees designated as a State agency as defined in Section 2054.003, Texas Government Code, including a university system or institution of higher education, and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter. To the extent that Chapter 2260 of the Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260, and rules promulgated there under shall be used by the Lessee and Lessor to attempt to resolve any claim for breach of agreement made by Lessor.

(j) Sovereign Immunity. Nothing herein shall be construed to waive the State's sovereign immunity.

(k) 31. Amendments.

The terms and conditions of this MLA may be amended only by written instrument executed by the Lessor and DIR.

Example

RFO: DIR-TSO-TMP-419 Bid Package 7
TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX *X* TO DIR CONTRACT NUMBER DIR-TSO-*XXXX*
DECLARED DISASTER EQUIPMENT RECOVERY PROGRAM AGREEMENT

This Appendix H to DIR Contract Number DIR-TSO-*XXXX* contemplates the economical and timely repair/replacement/ or recovery of multifunctional networked copier equipment that is leased for 48-month or 60-month terms by the Customer (Lessee) from the Vendor (Lessor), for equipment having experienced inoperability, unserviceability, or condition damage that exceeds normal, wear and tear resulting from a declared disaster event ("Event") in the State of Texas. This Agreement is between the Customer and the Vendor and this agreement is not intended as an amendment to any lease agreement.

Monthly leasing prices for the Declared Disaster Equipment Recovery Program may be selected singly, for each piece of leased equipment and shall be identified by serial number. Monthly Declared Disaster Program leasing prices for 48 and 60-months shall be in accordance with DIR Contract Number DIR-TSO-XXXX Appendix C Pricing Index.

A Disaster Declaration is issued by the Governor of the State of Texas. Upon the issuance of a Disaster Declaration Proclamation in accordance with the authority vested by Section 418.014 of the Texas Government Code, *Vendor Name*, and *Customer Name*, in accordance with DIR Contract Number *DIR-TSO-XXXX* will abide by the following Equipment Recovery terms and conditions for property that a) is leased under DIR-TSO-*XXXX* in accordance with the Declared Disaster monthly pricing option, b) is documented as having been previously installed and operating for a minimum period of _____ months at the same location within a Texas county that is designated in the Disaster Declaration, c) having had no more than _____*(number)* late or outstanding payments during the entire lease term. Invoices that are in current dispute status or which have been in a previous dispute and resolved, do not count toward this (c) requirement.

Definitions

Event Date
The Event Date is the date that the disaster occurred.

Disaster Declaration Proclamation
A Disaster Declaration Proclamation for certain Texas counties affected by a disaster which is issued by the Governor of the State of Texas at https://gov.texas.gov/news/category/proclamation.

Initial Equipment Assessment Date
If the Event requires that an agency official pronounce the property as safe to access, after which the area in which the equipment under this Disaster Agreement is safely accessible, the calendar date that the physical equipment is safely accessible for assessment by Lessee is defined as the Initial Equipment Assessment Date.

Lessee Declared Disaster Service Call
The calendar date that a Maintenance and Support call (to the telephone number provided at the time of equipment installation) is initiated by the Lessee to the Vendor, identifying each non-operable piece of equipment by serial number and identifying it as a Declared Disaster Service call.

Vendor Declared Disaster Service Call
The calendar date that a Maintenance and Support call is received by the Vendor that is identified as a Declared Disaster Service call. The Vendor shall assign a Ticket/Confirmation Number to the Lessee at the time of the call and shall notate the words "Declared Disaster" which shall appear on all documentation thereafter.

Initial Vendor Assessment Date
The calendar date that the Vendor arrives on-site to assess the functionality and operability of each device identified by a Lessee Declared Disaster Service Call. The Vendor should arrive on-site within five (5) calendar days after receiving a Declared Disaster Service Call (excluding the date of the service call).

Recovery Plan
A written Recovery Plan initiated by the Vendor to the Lessee within five (5) calendar days after the Initial Vendor Assessment date. The Recovery Plan must be agreed, in writing, by both parties. A successful Recovery Plan will restore the Lessee to the full, uninterrupted and operational equipment status that existed prior to the Event.

Location

- Event Location – the Location at which the Event/Disaster occurred.
- Temporary Location – A physical location to which the agency has relocated their primary business due to the Disaster Event
- Recovery Location – The physical location to which recovery or remediation of equipment is delivered/installed.

Equipment Recovery/Replacement Terms and Conditions

General

Lessee shall continue submitting monthly lease payments during the time of the non-accessibility, throughout the repair/replacement Recovery (reinstall) process and then throughout the remainder of the lease term. All invoicing and payments shall be handled in accordance with Sections I. and J. of Appendix A, Standard Terms and Conditions of DIR Contract Number DIR-TSO-*XXXX*.

A Lessee may relocate to a Temporary Location during construction or repairs and may return to the original Event Location, or even to a new permanent location. The Vendor shall accommodate the Lessee in the installation and deinstallation of loaner or new equipment to the Temporary Location and in the final recovery of equipment at the Recovery Location.

Initial Equipment Assessment
Once the premises has officially been determined to be safe to access by an agency Facility or Security official, and the area in which the equipment under this Disaster Agreement is safely accessible, Lessee shall assess the equipment for operability. In order to qualify for this Program, equipment shall be non-functional or inoperable directly resulting from a Declared Disaster Event. In the event that non-operability of equipment is identified and assumed to constitute a Disaster Declaration Event, a Maintenance and Support call (to the telephone number provided at the time of equipment installation) shall be made by the Lessee to the Vendor, identifying each non-operable piece of equipment by serial number and identifying it as a Declared Disaster Service call. The Vendor shall assign a Ticket/Confirmation Number to the Lessee at the time of the call and shall notate the words “Declared Disaster” which shall appear on all documentation thereafter. Lessee should retain the Confirmation Number for use when filing a written Declared Disaster Claim.

Vendor Assessment
Within five (5) calendar working days (exclusive of the date of the call) after the Vendor receives the Declared Disaster Service call, the Vendor shall arrive on-site to assess the functionality and operability of each device covered on the Declared Disaster Equipment Recovery Program.

Recovery Plan

Within five (5) calendar working days after the Vendor Assessment the Vendor shall and present a written Recovery Plan to the Lessee. A successful Recovery Plan will restore the Lessee to the full, uninterrupted and operational equipment status that existed prior to the Event at the earliest possible date, in order to minimize the Lessee's non-functionality equipment status. The Recovery Plan must be agreed, in writing, by both parties.

As each Declared Disaster Event is unique, below are examples for considerations to be made (as applicable):

- Are there facilities/construction repairs to be made as a result of the Event? Must the repairs be made before, or can they be made after equipment replacement?
    - Can the Lessee assist in expediting repairs? If so, how will they assist?
- Consider an interim operational status that will allow the Lessee to continue their business while new equipment or replacement parts/components are being ordered. Can the Vendor offer loaners?
- Where feasible, expedite the shipment of small to medium items (all handling, shipping and transport charges are borne by the Vendor).
- Vendor may consider shipping new or replacement equipment on a first available basis. An initial/temporary Recovery Plan could (stagger) include both loaner and replacement equipment.

At a minimum, equipment recovery shall be restored to a _____ % level within _____ calendar working days of the Initial Vendor on-site Assessment (first) arrival.

Vendor Obligations

All replacement, and new equipment shall be made with equipment that is equal to, or better than, the equipment being replaced.

All pricing for the monthly leased equipment shall be the same as the Declared Disaster pricing. All pricing for the continuance of Maintenance and Support Services shall remain the same as the original Declared Disaster pricing in accordance with Appendix C Pricing Index throughout the lease term.

All Copy Allowances and Overage charges on the Maintenance and Support Plan shall remain the same as the original Declared Disaster pricing in accordance with Appendix C Pricing Index.

Vendor is responsible for providing the following *at no cost to the Lessee*:
New and Replacement Equipment costs;
De-installation;
Installation
Parts and components costs;
Packing;
Shipping and Handling charges;
Transport charges and fees;
Labor;
Travel and lodging expenses;

Other Miscellaneous charges and fees associated with the Declared Disaster Equipment Recovery Program.

Lessee Obligations

Lessee shall provide the Vendor access to the premises Monday through Friday (less State Holidays) during normal working hours. If Vendor requests access to the premises during days or times that are outside of normal working hours and Lessee can accommodate without interruption to business, they shall endeavor to accommodate the Vendor.

Whenever Lessee is available to expedite the scheduling of facility or construction services that will impact the equipment recovery process, they shall expedite scheduling in order to allow quicker access by the Vendor.

If the Lessee has relocated their operation to a Temporary Location, and they require that a loaner be provided to this Temporary Location until such a time as the original building is reconstructed/repaired, the Lessee will be obligated to pay the difference in transport charges in excess mileage between the Event Location and the Temporary Location.

Claim

Lessee Claim Obligations

Lessee should initiate the filing of a claim within ten (10) calendar working days of the Initial Vendor Assessment conclusion.

Lessee shall provide a completed Claim consisting of the following documentation. A claim is not considered received until all of the following documentation has been received by the Vendor.

1. Provide documentation of having leased and operated equipment (Lease Agreement) for a minimum period of sixty days or *(enter other)*_____, at the same location within a Texas county that is designated in the Disaster Declaration Proclamation;
2. Submit a Disaster Declaration Proclamation (or Proclamation Amendment) issued by The Governor of the State of Texas (https://gov.texas.gov/news/category/proclamation) that includes the County of the equipment location for which the claim is being filed;
3. Complete Claim Form signed by agency head (Director or above).
4. Submit signed Recovery Plan (signed by Lessee and Vendor).

Any costs incurred by the Lessee during the interim of the Disaster Event until the Claim Acceptance Date by the Vendor is not reimbursable.

RFO: DIR-TSO-TMP-419 Bid Package 7
TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX *X* TO DIR CONTRACT NUMBER DIR-TSO-*XXXX*
DECLARED DISASTER EQUIPMENT RECOVERY PROGRAM AGREEMENT

CLAIM FORM

Claim Number (Entered by Vendor) →	
Declared Disaster Service Ticket/Confirmation Number (Entered by Customer/Lessee) →	
Agency/Lessee name	Event/Disaster Date:
Street address	
City / State / ZIP code	
Customer/Lessee POINT OF CONTACT Name	
POINT OF CONTACT Telephone *(area code and number)*	POINT OF CONTACT E-mail

Contract Number:	
Vendor Company Name	
Vendor Point of Contact Name	
Vendor Point of Contact phone *(area code and number)*	Vendor Point of Contact E-mail

Equipment Mfgr and Model	*Equipment Serial Number*	*Equipment COUNTY, Bldg, street, city, state, zip*	*Is Equip inoperable? Yes or No*

Brief Description of Event and Damage

_____

_____

_____
_____
_____

Comments/Notes/Additional Information: _____

_____

_____

_____

_____

This Claim Approved by **Agency Director or above**: _____

Must be original, signed signature (not typed)

Type Name _____

Title: _____

Date Signed _____

Attach the following:

1. This claim form, completed and signed
2. Provide documentation of having leased and operated equipment listed above (Lease Agreement) for a minimum period of sixty days or *(enter other as pre-negotiated)*_____, at the same location within a Texas county that is designated in the Disaster Declaration Proclamation;
3. A Disaster Declaration Proclamation (or Proclamation Amendment) issued by The Governor of the State of Texas (https://gov.texas.gov/news/category/proclamation) that includes the County of the equipment location for which the claim is being filed;
4. A signed Recovery Plan (signed by Lessee and Vendor).

Bid Package 8

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Vendor References

VENDOR REFERENCES

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

REFERENCE DEADLINE TO DIR: No later than February 4, 2019 at 2:00 PM (CT)

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Request for Offer (RFO) that has been issued. The Vendor that is responding to this RFO is providing this document for you to fill out and return directly to DIR at the following email address: 419docmanagement@dir.texas.gov

This portion to be completed by the Vendor requesting reference information

Vendor Name_____
***Insert Type of (MPS, Document Imaging, Enterprise Content Management)* Product/Services Category**_____
Prime Contractor _____
Subcontractor(s) _____
Dates of Performance: Starting Date _____ **Ending Date** _____
Total Est. Contract Dollar Amount_____

This portion to be completed by the Customer providing this reference and returned to DIR at 419docmanagement@dir.texas.gov

Rating: (0) Unsatisfactory; (1) Marginally Satisfactory; (2) Satisfactory; (3) Exceeds Expectations; N/A. Not Applicable
Definitions for each rating category are contained on the following page.

Please provide your opinion by rating the following:

Quality of Managed Print Services, Document Imaging or Enterprise Content Management Products and Services

1. Have you purchased any Managed Print Services, Document Imaging or Enterprise Content Management Products or from this Vendor in the past 2 years? 0. __No 1. ___Yes
2. Vendor's ability to provide the products or services in a timely manner? 0.___ 1.___ 2.___ 3.___ N/A____
3. Vendor's knowledge of and ability to answer questions regarding the products or services provided to you? 0.___ 1.___ 2.___ 3.___ N/A____
4. Vendor's ability to resolve problems? 0.___ 1.___ 2.___ 3.___ N/A____

Cost

5. Timely, current, accurate & complete invoices 0.___ 1.___ 2.___ 3.___ N/A____

Timeliness of Performance

6. Adherence to delivery schedule (major tasks, milestones) 0.___ 1.___ 2.___ 3.___ N/A____

Business Relations & Customer Satisfaction

7. Effectively communicated with customer management & staff 0.___ 1.___ 2.___ 3.___ N/A____
8. Vendor personnel (professional, cooperative & flexible) 0.___ 1.___ 2.___ 3.___ N/A____
9. Vendor's attitude toward customer service 0.___ 1.___ 2.___ 3.___ N/A____
10. Overall Satisfaction with Vendor 0.___ 1.___ 2.___ 3.___ N/A____

Comments: (Please use additional page if necessary)

_____
_____

In your opinion, should this Vendor be used again for MPS, Document Imaging or Enterprise Content Management Products and Services or related services?
Yes_____ No _____
In your opinion, should this Vendor be recommended to others? Yes_____ No _____

Rater's Name:_____ Date:_____
Organization:_____
Title:_____
Phone Number:_____ Fax Number:_____ Email address:_____

Vendor Reference Evaluation
Scoring

Excellent (3) There are no quality problems.	There are no cost issues.	There are no delays.	Responses to inquiries, technical, service, and administrative issues are effective and responsive.
Satisfactory (2) Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is usually effective and responsive.
Marginal (1) Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Cost issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is somewhat effective and responsive.
Unsatisfactory (0) Nonconformances are compromising the achievement of contract requirements.	Cost issues are compromising performance of contract requirements.	Delays are compromising the achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is not effective and responsive.

Request for Offer DIR-TSO-TMP-419
Bid Package 9

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

VPAT™

Voluntary Product Accessibility Template®

Version 1.3

The purpose of the **Voluntary Product Accessibility Template**, or **VPAT™**, is to assist Federal contracting officials and other buyers in making preliminary assessments regarding the availability of commercial "Electronic and Information Technology" products and services with features that support accessibility. It is assumed and recommended that offeror's will provide additional contact information to facilitate more detailed inquiries.

The first table of the Template provides a summary view of the Section 508 Standards. The subsequent tables provide more detailed views of each subsection. There are three columns in each table. Column one of the Summary Table describes the subsections of subparts B and C of the Standards. The second column describes the supporting features of the product or refers you to the corresponding detailed table, e.g., "equivalent facilitation." The third column contains any additional remarks and explanations regarding the product. In the subsequent tables, the first column contains the lettered paragraphs of the subsections. The second column describes the supporting features of the product with regard to that paragraph. The third column contains any additional remarks and explanations regarding the product.

Date:

Name of Product:

Contact for more Information (name/phone/email):

Summary Table

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
Section 1194.21 Software Applications and Operating Systems		
Section 1194.22 Web-based Internet Information and Applications		
Section 1194.23 Telecommunications Products		
Section 1194.24 Video and Multi-media Products		
Section 1194.25 Self-Contained, Closed Products		
Section 1194.26 Desktop and Portable Computers		
Section 1194.31 Functional Performance Criteria		
Section 1194.41 Information, Documentation and Support		

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Section 1194.21 Software Applications and Operating Systems – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.		
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.		

(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.		
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.		
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.		
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.		
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.		
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.		
(k) Software shall not use flashing or blinking text, objects, or other		

elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.		
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		

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Section 1194.22 Web-based Internet information and applications – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).		
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.		
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.		
(d) Documents shall be organized so they are readable without requiring an associated style sheet.		

(e) Redundant text links shall be provided for each active region of a server-side image map.		
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.		
(g) Row and column headers shall be identified for data tables.		
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.		
(i) Frames shall be titled with text that facilitates frame identification and navigation		
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.		
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.		
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet		

that complies with §1194.21(a) through (l).		
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		
(o) A method shall be provided that permits users to skip repetitive navigation links.		
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		

Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.

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Section 1194.23 Telecommunications Products – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) Telecommunications products or systems which provide a function		

allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.		
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.		
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.		
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.		
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.		
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.		

(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.		
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.		
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.		
(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.		
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.		
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable		

with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.		
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.		
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.		

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Section 1194.24 Video and Multi-media Products – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall		

be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.		
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.		
(c) All training and informational video and multimedia productions which support the agency's mission,		

regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.		
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.		
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.		

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Section 1194.25 Self-Contained, Closed Products – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) Self contained products shall be usable by people		

with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.		
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).		
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and		

restart the audio at anytime.		
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.		
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.		
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		
(j) (1) Products which are freestanding, non-portable, and intended to		

be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.		
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.		
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be		

46 inches maximum and 15 inches minimum above the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.		

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Section 1194.26 Desktop and Portable Computers – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).		
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).		

(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.		
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards		

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Section 1194.31 Functional Performance Criteria – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.		

(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.		
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided		
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.		
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.		

(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.		

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Section 1194.41 Information, Documentation and Support – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge		
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.		
(c) Support services for products shall accommodate the		

communication needs of end-users with disabilities.		

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Texas Department of Information Resources

Request for Offer
DIR-TSO-TMP-419

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Bid Package 10

Vendor ICT Accessibility Policy Assessment (PDAA)

Vendor ICT Accessibility Policy Assessment

This Information and Communications Technology (ICT) accessibility assessment is for vendor organizations to describe how they are currently implementing accessibility policy and practices within their organizations.

Please complete this form by checking a box for each topic that most closely match the current state of your organization. A completed example is available using the "Example" tab of the worksheet. This assessment is not a substitute for other requested accessibility information such as VPATs.

All questions, inquiries, etc. regarding Bid Package 10, Vendor ICT Accessibility Policy (PDAA) should be directed to Jeff Kline: Phone: 512-463-3248 Email: Jeff.Kline@dir.texas.gov

Organization information

Organization name: _____
Organization address: _____
Responder contact information: _____
Date of assessment completion: _____

My organization is a (choose one or more if applicable)

- ☐ Manufacturer: My organization develops and sells its own ICT products / services
- ☐ Service Provider: My organization sells IT development services
- ☐ Integrator: My organization develops customer solutions using a combination of products / services from manufacturers and products / components developed by my organization
- ☐ Reseller or Catalog Supplier: Does not develop or have its own products, but offers COTS 3rd party products

For each criteria statement, please enter the number corresponding to your response in the shaded areas of the "Response" column for the status statement in each grouping that is most relevant to your organization today.

Responses

1. Develop, implement, and maintain an ICT accessibility policy.

0 My organization has no plan to have an ICT accessibility policy. **(If selected, skip to next section or provide comments at the end of this section)**

1a. Having an ICT accessibility policy.

1 My organization is developing an ICT accessibility policy.
2 My organization is finalizing an ICT accessibility policy.
3 My organization has approved an ICT accessibility policy.

1b. Having appropriate plans in place to implement and maintain the policy.

1 My organization is developing plans to implement our ICT accessibility policy and ensure that it is maintained.
2 My organization has completed planning for initial implementation and maintenance of our accessibility policy.
3 My organization has approved plans for accessibility policy implementation and maintenance.

1c. Establishing metrics and tracking progress towards achieving compliance to the policy.

1 My organization is identifying metrics that can be used to gauge policy compliance.
2 My organization is collecting metrics and has begun designing progress reporting based on them.
3 My organization is tracking progress on policy adoption and continues to refine the metrics.

Section 1 Comments (Provide any comments or additional information on this section here.)

2. Establish and maintain an organizational structure that enables and facilitates progress in ICT accessibility.

0 My organization has no plan to develop a governance system to support ICT accessibility. **(If selected, skip to next section or provide comments at the end of this section)**

2a. Developing an organization wide governance system.

1 My organization is investigating opportunities to improve organization wide governance for ICT accessibility.
2 My organization is finalizing plans that will result in an organization wide governance system.
3 My organization has approved plans for an organization wide governance system.

2b. Designating one or more individuals responsible for implementation.

2 My organization has identified key individuals in the implementation process.
3 My organization has assigned implementation duties and responsibilities to appropriate individuals.

2c. Implementing reporting/decision mechanism and maintain records.

1 My organization is developing tools and procedures for tracking ICT accessibility issues.
2 My organization is tracking and keeping records of ICT accessibility reporting and decisions.
3 My organization uses reports to make organizational changes to improve ICT accessibility.

Section 2 Comments (Provide any comments or additional information on this section here.)

Frequently Asked Question (FAQ) for Vendors regarding Policy-Driven Adoption for Accessibility (PDAA)

1. What is PDAA?

Policy-driven Adoption for Accessibility (PDAA) is a tool that Vendors can use to demonstrate the extent to which their organization has implemented accessibility best practices within operations. The PDAA concept is based on the following principles:

towards the creation of accessible offerings over the long term.

- Enabling products for accessibility requires integrating accessibility criteria into all phases of a product life cycle, and other
- Many state and federal agencies are required by law to procure or develop accessible offerings based on technical standards.

Gaps in Vendor internal governance systems and leadership commitment inhibit their ability to meet these standards.

continue to improve them over time.

2. Why are buying organizations requesting information on company accessibility policy?

Making an organization's information and communications technology (ICT) offerings accessible to people with disabilities requires commitment in many areas of that organization. PDAA data helps buying organizations understand a Vendor's accessibility policy, A mature accessibility policy implementation signals that the Vendor is fully aware of the implications of accessibility requirements and is prepared to resolve any issues in a timely manner with minimal friction. It also makes it more likely that the Vendor understands that accessibility is more than meeting a set of technical guidelines or standards, and that usability will be a factor in how they go about meeting the technical requirements. Accessibility that is planned, designed, and built in from the beginning consistently results in a friendlier product for all users, including those with disabilities.

3. Why is PDAA information important to the buying organization?

The requested information provides insight into Vendors' ability to develop accessible commercial off the shelf (COTS) and non-COTS offerings, which can increase the procuring organizations' confidence in the accuracy of Vendor's accessibility documentation. Current ICT accessibility reporting formats such as VPATs (Voluntary Product Assessment Templates) only apply to COTS products and services. In many cases, Vendor VPATs lack credibility due to limited knowledge about their offerings' accessibility. Additionally,

4. How will this information be used?

The initial completed form will establish a baseline for where a vendor stands with regard to its ICT accessibility policy. The baseline illustrates the depth and maturity of the Vendor's support for accessibility policy and practices as illustrated via the PDAA Maturity **(http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx)**
The questionnaire may also be included in future solicitations so that progress can be assessed. The Vendor responses from the questionnaire may be considered as an element in Vendor selection; however, this would be determined by the procuring Additionally, Vendor organizations can use the results as a roadmap for implementing their organization-wide ICT accessibility initiatives, which will help ensure that programs and processes are in place to facilitate the development of future accessible

5. We already submit VPATs as part of solicitation responses. Is that adequate?

No. VPATs (Voluntary Product Assessment Templates) are product-specific. PDAA is a holistic presentation of the organization's approach to accessibility. The expectation is that organizations with mature approaches to PDAA will greatly improve the levels of

6. What is the PDAA Maturity Model?

Based on the Capability Maturity Model (CMM) concept, the PDAA Maturity Model (Link on next line) provides buying organizations and vendors with a simple dashboard or matrix to track and demonstrate Vendors' progress toward full system-wide support of

(http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx)

7. Where can I obtain more information on Accessibility Policy implementation for my organization?

(http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement)
Or contact the Statewide EIR Accessibility Coordinator via Email at:
statewideaccessibilitycoordinator@dir.texas.gov

For government organizations/agencies

8. What is PDAA?

Policy-driven Adoption for Accessibility (PDAA) is a tool that Vendors can use to demonstrate the extent to which their organization has implemented accessibility best practices within operations. The PDAA concept is based on the following principles:

towards the creation of accessible offerings over the long term.

· Enabling products for accessibility requires the integration of accessibility criteria in all phases of a product life cycle, and other

· Many state and federal agencies are required by law to procure or develop accessible offerings based on technical standards, but gaps in internal governance and commitment by industry inhibits the adoption and implementation of these standards.

· Agency procurement organizations need assurances that vendors have the ability to produce accessible offerings and continue

9. Does the PDAA replace VPATs?

No. VPATs (Voluntary Product Assessment Templates) are product-specific. PDAA is a holistic presentation of the organization's approach to accessibility. VPATs are still a valuable tool at the product level, and the expectation is that vendors with mature

10. Why a "maturity model" of evaluation?

Successfully enabling an organization for ICT accessibility requires implementation within various areas of an organization. As with any organization-wide initiative, implementation cannot occur all at once. The PDAA Maturity Model is used to gauge progress (http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx)

11. Why should we support vendors who have mature PDAA practices?

A mature accessibility policy implementation signals that the vendor is fully aware of the implications of accessibility requirements and is prepared to resolve any issues in a timely manner with minimal friction. It also makes it more likely that the vendor understands that accessibility is more than meeting a set of technical guidelines or standards, and that usability will be a factor in

12. How should we score PDAA information?

In general, the PDAA questionnaire is meant to ensure that the same information is collected from all bidders, and how the agency offerings or Vendors by the procuring organization.

PDAA evaluation is an area that will need some practical experience, and we hope that organizations will share what they learn.

13. Where does the PDAA information fit within the procurement process?

Using consistent information in evaluating bids is a key element of open and competitive public procurements. The information given in a PDAA report can help judge the ability of a Vendor to: complete a VPAT correctly, produce accessible custom ICT offerings (web sites, web applications, software, etc.), resolve accessibility defects when discovered, and otherwise be a partner in helping

14. What happens if the vendor claims the information is confidential or a trade secret?

Vendors often claim this for information required in procurements. Your organization's procurement laws, policies, or practices may

15. What other states are using the PDAA model?

The PDAA model is in its early stages. A coalition of states are working with several national associations to harmonize the criteria for this model, and for obtaining and evaluating PDAA information. The goal is for more states and other government entities to

16. Where can I obtain more information on Accessibility Policy implementation for my organization?

(http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement)

Or contact the Statewide EIR Accessibility Coordinator at:

statewideaccessibilitycoordinator@dir.texas.gov

Bid Package 10
DIR-TSO-TMP-419

EXAMPLE

Vendor ICT Accessibility Policy Assessment

This Information and Communications Technology (ICT) accessibility assessment is for vendor organizations to describe how they are currently implementing accessibility policy and practices within their organizations.
Please complete this form by checking a box for each topic that most closely match the current state of your organization. A completed example is available using the "Example" tab of the worksheet. This assessment is not a substitute for other requested accessibility information such as VPATs.
All questions, inquiries, etc. regarding Bid Package 10, Vendor ICT Accessibility Policy (PDAA) should be directed to Jeff Kline: Phone: 512-463-3248 Email: Jeff.Kline@dir.texas.gov

Organization information

Organization name: __Company X_____
Organization address: _ 1111 State Blvd. Anytown, TX 78701
Responder contact information: _____myemailaddress@yahoo.com_____
Date of assessment completion: ____1/1/15_____

My organization is a (choose one or more if applicable)

☐ **Manufacturer: My organization develops and sells its own ICT products / services**
☐ Service Provider: My organization sells IT development services
☐ Integrator: My organization develops customer solutions using a combination of products / services from manufacturers and products / components developed by my organization
☐ Reseller or Catalogue Supplier: Does not develop or have its own products, but offers COTS 3rd party products

For each criteria statement, please enter the number corresponding to your response in the shaded areas of the "Response" column for the status statement in each grouping that is most relevant to your organization today.

Responses	
	1. Develop, implement, and maintain an ICT accessibility policy.
	0 My organization has no plan to have an ICT accessibility policy. **(If selected, skip to next section or provide comments at the end of this section)**
2	**1a. Having an ICT accessibility policy.**
	1 My organization is developing an ICT accessibility policy.
	2 My organization is finalizing an ICT accessibility policy.
	3 My organization has approved an ICT accessibility policy.
1	**1b. Having appropriate plans in place to implement and maintain the policy.**
	1 My organization is developing plans to implement our ICT accessibility policy and ensure that it is maintained.
	2 My organization has completed planning for initial implementation and maintenance of our accessibility policy.
	3 My organization has approved plans for accessibility policy implementation and maintenance.
1	**1c. Establishing metrics and tracking progress towards achieving compliance to the policy.**
	1 My organization is identifying metrics that can be used to gauge policy compliance.
	2 My organization is collecting metrics and has begun designing progress reporting based on them.
	3 My organization is tracking progress on policy adoption and continues to refine the metrics.
	Section 1 Comments (Provide any comments or additional information on this section here.)
	2. Establish and maintain an organizational structure that enables and facilitates progress in ICT accessibility.
	0 My organization has no plan to develop a governance system to support ICT accessibility. **(If selected, skip to next section or provide comments at the end of this section)**
1	**2a. Developing an organization wide governance system.**
	1 My organization is investigating opportunities to improve organization wide governance for ICT accessibility.
	2 My organization is finalizing plans that will result in an organization wide governance system.
	3 My organization has approved plans for an organization wide governance system.
2	**2b. Designating one or more individuals responsible for implementation.**
	2 My organization has identified key individuals in the implementation process.
	3 My organization has assigned implementation duties and responsibilities to appropriate individuals.
	2c. Implementing reporting/decision mechanism and maintain records.
1	1 My organization is developing tools and procedures for tracking ICT accessibility issues.
	2 My organization is tracking and keeping records of ICT accessibility reporting and decisions.
	3 My organization uses reports to make organizational changes to improve ICT accessibility.
	Section 2 Comments (Provide any comments or additional information on this section here.)
	3. Integrate ICT accessibility criteria into key phases of development, procurement, acquisitions, and other relevant business processes.
	Manufacturers: Address processes that pertain to your development of ICT products.
	Service providers: Address processes that pertain to your development of ICT services.
	Integrators: Address processes that pertain to your ICT integration services and solutions.
	Catalog Vendor/Reseller: Address processes that pertain to your reseller or catalogue offerings.
	0 My organization has no plan to integrate accessibility criteria into key business processes. **(If selected, skip to next section or provide comments at the end of this section.)**
1	**3a. Identifying candidate processes for criteria integration.**
	1 My organization has a plan to identify and evaluate its key business processes for accessibility gaps.
	2 My organization has evaluated its key business processes for accessibility gaps and is developing plans to better integrate accessibility criteria into these processes.
	3 My organization has approved plans to integrate accessibility criteria into these processes.
1	**3b. Implementing process changes.**
	1 My organization has begun modifying its key business processes to integrate accessibility criteria.
	2 My organization has completed accessibility criteria modification for some of its key business processes and has begun using these modified processes.
	3 My organization has completed accessibility criteria modification for most of its key business processes and has begun using these modified processes.
	3c. Integrate fully into all key processes.
	2 My organization has fully integrated accessibility criteria into all of its key business processes and is using these processes to improve the accessibility of its product / service offerings.
	3 My organization has fully integrated accessibility criteria ACROSS its key business processes and is using these integrated processes to improve the accessibility of its product / service offerings.
	Section 3 Comments (Provide any comments or additional information on this section here.)
	4. Provide processes for addressing inaccessible ICT.
	Manufacturers: Address processes that pertain to your development of ICT products in 4a, 4b, 4c, and 4d.
	Service providers: Address processes that pertain to your development of ICT services in 4a, 4b, 4c, and 4d.
	Integrators: Address processes that pertain to your ICT integration services and solutions in 4a, 4b, 4c, and 4d.
	Catalogue Vendor/Reseller: Address processes that pertain to your reseller or catalogue offerings in 4e.
	0 We do not have plans to provide processes for bringing ICT developed and sold by our organization into accessibility compliance. **(If selected, skip to next section or provide comments at the end of this section.)**
2	**4a. Creating plans that include dates for compliance of inaccessible ICT.**
	1 We are developing plans to identify and test ICT developed and sold by our organization.
	2 We have begun identifying and testing for accessibility in ICT products / services developed and sold by our organization and are developing plans that include dates for bringing inaccessible ICT into compliance.
	3 We perform accessibility testing on all products / serviced developed and sold by our organization, and have plans in place that include dates for bringing inaccessible ICT into compliance.
2	**4b. Providing alternate means of access until the ICT is accessible.**
	0 We do not have plans for providing alternate means of access for our organization's ICT offerings.
	1 We are developing plans for providing alternate means of access for our organization's ICT offerings.
	2 We are implementing methods providing alternate means of access for our organization's ICT offerings.
	3 We have fully implemented a repeatable process for providing alternate means for our organization's ICT offerings.
2	**4c. Implementing a corrective actions process(s) for handling accessibility technical issues and defects**
	1 We are developing a corrective actions process for handling accessibility technical issues and defects
	2 We are implementing a corrective actions process for handling accessibility technical issues and defects
	3 We have fully implemented an integrated corrective actions process for handling accessibility technical issues and defects.
1	**4d. Maintaining records of identified inaccessible ICT, corrective action, and tracking.**
	1 We plan to develop a record keeping system for tracking the accessibility status of current and future products / services.
	1 We plan to develop a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
	2 We have a record keeping system for tracking the accessibility status of current and future products / services.
	2 We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
	3 We have a record keeping system for tracking the accessibility status of current and future products / services and use this system to improve the accessibility of our offerings.
	3 We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects and use this system to improve the accessibility of our offerings.
	4e. Maintaining records of identified inaccessible ICT, corrective action, and tracking. (Catalogue Vendor/Reseller only)

Department of Information Resources
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Addendum 1

This Addendum #1 to Request for Offer DIR-TSO-TMP-419

1. Replaces Bid Package 1, Section 4.3.1 RFO schedule extending the RFO response due date and Vendor Reference due date to February 19, 2019 2:00 PM (CT)
2. Replaces Bid Package 1, Section 3.1, Paragraph 43;
3. Replaces first sentence of Bid Package 1, Section 4.7.1;
4. Replace Bid Package 1, Exhibit A Vendor Information, Item 10;
5. Contains questions and answers submitted in writing at the Vendor Pre-Bid Conference and Webinar, and to Carrie Thomas, the Purchasing Point of Contact.
6. Provides a copy of the December 21, 2018 Vendor Pre-Bid Conference Sign-In Sheet as an attachment to this Addendum #1; and
7. Provides a copy of the December 21, 2018 Vendor Pre-Bid Conference presentation slides as an attachment to this Addendum # 1.

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1. DIR-TSO-TMP-419 Bid Package 1, Section 4.3.1 RFO Schedule is hereby replaced as follows:

4.3.1 RFO Schedule

It is DIR's intention to comply with the following schedule for this RFO. These dates represent a tentative schedule of events. DIR reserves the right to modify these dates at any time. Prospective Vendors will be notified of modifications to the schedule via the Electronic State Business Daily (ESBD) web site.

Date/Time	Activity
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 A.M. – 11:00 A.M. (CT)	*Optional* Vendor Conference
January 7, 2019 2:00 P.M. (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	*Estimate* for posting answers to questions on the ESBD
February 19, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 19, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 19, 2019 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution

Addendum 1

2. DIR-TSO-TMP-419 Bid Package 1, Section 3.1 Products, paragraph 43 is hereby replaced with:

Document Imaging Services/Solutions

Document imaging equipment systems can take many forms including microfilm, computer output microfilm (COM) and archive writers, or indexing services. Document Imaging means the conversion of paper files (of any size or description) or microfilm / fiche to digital images. Digital Imaging means the conversion of digital files, but not limited to digital to microfilm/ fiche, and microform to digital conversion. This RFO seeks Document Imaging Services or Solutions that may include but are not limited to:

- Document Conversion
- Preservation and Archive Scanning and Imaging
- Document preparation
- Indexing and formatting
- Digital retention, storage and hosting
- Microfiche and Digitization Imaging
- Image Enhancement
- ICR/OCR/OMR
- Interface with Customer system

3. DIR-TSO-TMP-419 Bid Package 1, Section 4.7.1 first sentence is amended as follows: **VENDOR MUST PROVIDE THE ITEMS LISTED BELOW OR THE RESPONSE MAY BE DISQUALIFIED.**

4. DIR-TSO-TMP-419 Bid Package 1, Exhibit A Vendor Information, Item 10 is hereby replaced with:

10. Vendor must send the Vendor Reference Questionnaire to three (3) companies or government agencies either via the BidStamp VIS Portal or directly via email. Instructions are included in **Bid Package 8**. DIR is not responsible for undeliverable e-mails or for non-responsive references. If DIR does not receive a vendor reference, Vendor will receive a score of "0" for that reference. Include all requested information. References must respond to DIR on the form provided by the due date in order to be considered in proposal evaluation. The Vendor Reference Questionnaire form must be submitted directly from the reference to DIR. The Vendor may not submit the reference form to DIR. Should this occur, the reference will be scored with a zero (0).

Addendum 1

5. **Questions and Official Answers**:

1. Question: Are agencies able to procure digital print services through this vehicle?

Answer: This RFO does not include commercial digital print services. Texas state agencies procure digital printing services through the Comptroller's Statewide Procurement Division State Print Shop Web Portal.

2. Question: Will digital print and, or print mail going to be accepted under this cooperative contract as miscellaneous?

Answer: Print mail services are not included in this RFO. Refer to the Answer to Question 1 above, and Bid Package 1, Section 3. Scope. Print mail services are offered through DIR's Shared Technology Services (STS). STS is currently in the planning phase of a solicitation for **Data Center Services - Print, Mail, and Digitization** due to post in Summer 2019. Please see DIR's Current Contracting Initiatives page for more information.

3. Question: (Pg 6, Section 3.1) The RFO mentions scanning services, referred to as digital imaging and document imaging, and hardware with respect to Managed Print Services, but is silent on actual print services. We understand in the past, agencies used the CCG contract for printing services. Does the RFO consider the use of the contract for printing and/or digital printing services? Digital printing is defined as any printing not using plates to transfer an image or text.

Answer: Printing Services are not included in Bid Package 1, Section 3. Scope. Please refer to the Answer to Question 1 above.

4. Question: (Pg 6 Section 3.1) Does the RFO consider the use of the contract for offset printing services, defined as any printing that would use plates to transfer an image or text?

Answer: Offset Printing Services are not included in Bid Package 1, Section 3. Scope.

5. Question: (Pg 6 Section 3.1) Does the RFO consider the use of the contract for agency printing and any associated mail fulfillment services as well?

Answer: Primary Printing Services and Mail Fulfillment Services are not included in Bid Package 1, Section 3. Scope. Please refer to the Answers to Questions 1 and 2 above.

Addendum 1

6. **Question:** (Pg 6, Section 3.1; Pg 18 Section 3.1.1.1. Under "The Third Tab", Miscellaneous/ Other) If the answer is yes to any of the three previous questions, please indicate the pricing schedule for these services that DIR would prefer?

   Answer: The answer is No for questions 3, 4, and 5. Refer to the Answers to Questions 3, 4 and 5 above.

7. **Question:** Will the BidStamp VIS System allow multiple people to have an account from the same vendor?

   Answer: Yes, a single Vendor account may have multiple users.

8. **Question:** May multiple people from one company have access to the portal?

   Answer: Multiple users may have access to a single Vendor account.

9. **Question:** Can you partially fill out and log in later to continue?

   Answer: Yes, BidStamp allows Vendors to leave and return to their response to complete up to the due date and time of the response. DIR suggests selecting SAVE in each line item of the BidStamp pricing form before exiting.

10. **Question:** Are scanner manufacturers and software provided by responder considered 3rd party?

    Answer: Third party software is software that is not published by the manufacturer (as in an operating system/manufacturer application).

11. **Question:** Scanner manufacture (i.e. Kodak) and software developers (i.e. Docuware) each considered 3rd party vendors requiring submittal of documents for authorized vendors of these?

    Answers: Refer to the Answer to Question 10 above.

12. **Question:** Will a manufacture certificate be required for third party equipment?

    Answer: Vendors must provide proof that they are an authorized Reseller for each manufacturer's product proposed in their response. Refer to Bid Package 1, Section 4.5.1, 1).

Addendum 1

13. **Question:** General - Do out of state dealers need a letter of authorization to participate on contract?

    Answer: Vendors must be authorized to do business in Texas in order to have a contract with DIR.

14. **Question:** Exhibit B, Question 1, Detailed history, Is there a page limitation?

    Answer: No, use additional pages as needed.

15. **Question:** To make it easier to manage the product list, in other contracts pricing references have been set up with product category discounts. Will this not be the case for this contract? We have to list every single product for each product category that fits the contract?

    Answer: Yes, a complete response will list every product/service offered in Bid Package 2 in the appropriate tab (Entire Offering) and if it does not fall within one of the categories listed/formatted then, it should be offered/listed in the Miscellaneous/Optional category.

16. **Question:** Would you address changes (new ones and removing old ones) as it relates to this contract after contract award?

    Answer: DIR understands that products have a lifecycle. If awarded a contract, Vendor will work with their assigned DIR Contract Manager to edit their product offering on a schedule determined by DIR and Vendor. These scheduled changes may include, but are not limited to replacing obsolete products, adding enhanced or new versions, and deleting products. In addition, DIR will consider changes at the annual optional renewal term or per the emerging technology changes described in Bid Package 1, Section 3.3 Emerging Technologies.

17. **Question:** General Question: Under this contract award is software available as a stand-alone acquisition item to qualified entities or will software solutions only be allowed as an add-on to hardware purchases?

    Answer: Yes, as it relates to Bid Package 1, Section 3. Scope.

Addendum 1

18. **Question:** DIR-TSO-TMP-419- Bid Package 1- RFO- Please confirm that it is the intent of DIR to allow standalone software components on this RFO.

    Answer: Refer to the Answer to Question 17 above.

19. **Question:** Has the Master Operating Lease and or Master Lease been changed from the current lease under contract?

    Answer: DIR has no knowledge of the contract referenced in the question. The Master Operating Lease Agreement and the Master Lease Agreement for this RFO are posted as Bid Package 5 and Bid Package 6, respectively.

20. **Question:** Will DIR allow or add to lease agreement (MLA / MOLA) "Standard $1.00 Out Lease" structured program/option? Note: Customer would have option to transfer title of ownership at end of lease for $1.00.

    Answer: Yes, refer to Bid Package 6, Master Lease Agreement, Section 13. Purchase and Renewal Options; Location and Surrender of Equipment which discusses a Fair Market Value option.

21. **Question:** Will DIR allow or add to leasing agreements (MLA / MOLA) "Tax Exempt Municipal Lease" structured program/option? Note: This would require title of ownership to transfer to customer.

    Answer: Additional terms to the existing MLA or MOLA may be negotiated between the Vendor and customer as long as the proposed term(s) do not diminish DIR contract or DIR MLA/MOLA terms.

22. **Question:** How can we validate you have received the references?

    Answer: You may contact your references or have them cc: you when they submit to DIR.

23. **Question:** Who can we talk to for clarification on cancelled contracts?

    Answer: Questions should go to Carrie Thomas, as stated in section 4.1 of the RFO.

Addendum 1

24. **Question:** All questions submitted pertain to: DIR-TSO-TMP-419. Who can we talk to for clarification on cancelled contracts?

    Answer: Refer to the Answer to Question 23 above.

25. **Question:** Are there provisions for small businesses to be a prime on this contract?

    Answer: Any qualified Vendor able to provide products and/or services described in this RFO will be evaluated to move to negotiations. Vendors awarded a DIR contract will be considered as master contract holders. There are provisions for Resellers, Order Fulfillers and Subcontractors in Bid Package 1, Section 4.5.1 Authorized Vendors.

26. **Question:** RFO 3.1 PG 12 DIS, is a narrative required for any of the bullets? If so, where to put it in the proposal?

    Answer: The contents of Vendor's proposal must meet the requirements of the RFO, and are at the Vendor's discretion. It is in the Vendor's best interest to answer each question thoroughly.

27. **Question:** Is this contract specific to TX based vendors? If not, are there preferences TX based vendors have? Explain?

    Answer: No, refer to Bid Package 4, Appendix A, Section 3. Definitions, A. No preferences are given to Texas based Vendors.

28. **Question:** Are Texas-based vendors preferred for this contract?

    Answer: Refer to the Answer to Question 27 above.

29. **Question:** What if a customer wants to purchase ECM service/product but they do not want DCS product or service?

    Answer: DIR assumes that the Vendor's question refers to "DIS" and not "DCS". In that regard, each DIR Cooperative contract will have an Appendix C Pricing Index which will provide the Vendor's unique offering of products/services.

Addendum 1

30. **Question:** Is there an option to upload a single Excel or Word document or does each question need to be entered individually?

    Answer: Each question and each document should be submitted singly in the BidStamp Vendor Information System portal (VIS).

31. **Question:** Would it be acceptable to upload one single Word document with all completed RFO documents embedded within that one document or do all of the RFO documents and any additional documentation need to be separately attached one by one?

    Answer: No. Vendors should not embed any documents within the proposal and each document should be uploaded separately into the VIS portal.

32. **Question:** Could you please provide me with the link to the recorded webinar for the prebid conference from the Friday before Christmas?

    Answer: The webinar was not recorded. The Prebid Conference PowerPoint slides are attached to this Addendum 1.

33. **Question:** General - due to the complexity of the RFP, we request a 2 week extension do the due date.

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1.

34. **Question:** DIR-TSO-TMP-419- Entire Bid Package-Would DIR consider offering an extension to this RFO?

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1.

35. **Question:** General Question: To provide DIR with a comprehensive response that considers all of your valued feedback, we respectfully request a two (2) week extension of current due date. Will DIR extend due date of February 4, 2019 to February 19, 2019?

    Answer: Refer to the Answer to Question 34 above.

Addendum 1

36. **Question:** DIR-TSO-TMP-419. Would DIR consider extending the period for vendors to pose questions to Thursday Jan 10th, 2019? This will allow respondents to further understand the RFO and accommodate for personnel who have been on vacation during this holiday period.

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1. Vendors may submit clarification questions to the contact listed in Bid Package 1, Section 4.1.

37. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:22, Section Number: 4.3.1 RFO Schedule January 22, 2019 COB (CT) Estimate for posting answers to questions on the ESBD. Can DIR extend the RFP deadline to insure two weeks from the date of publication of the question responses? Responses could impact the ability of vendors to give DIR the best pricing possible.

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1.

38. **Question:** Will the Department of Information Resources (DIR) please allow a second round of questions to clarify any of the answers provided from the first round of vendor questions? It is often the case that answers provided (in general) require additional clarification.

    Answer: The Due Date for all questions in the VIS Portal was January 7, 2019. Vendors may submit clarification questions to the contact listed in Bid Package 1, Section 4.1.

39. **Question:** General - would DIR consider adding another round of questions and answers after this initial round?

    Answer: Refer to the Answer to Question 38 above.

40. **Question:** DIR-TSO-TMP-419- Entire Bid Package- Would the State consider allowing vendors to ask secondary questions to allow for additional clarification when needed?

    Answer: Refer to the Answer to Question 38 above.

Addendum 1

41. **Question:** General: What is the process for price adjustment over the term of the award? For example, a 3rd party software price change (up or down). Can new pricing be submitted as long as the discount rate remains the same?

    Answer: MSRP Pricing can be adjusted in accordance with manufacturer's suggested retail pricing. Throughout the life of the contract, the awarded Vendor may offer increased discounts off MSRP, but they may not decrease the discount off MSRP.

42. **Question:** Is it DIR's intention to post the sign in sheet for the pre-conference that was held on December 17th along with any notes regarding questions and answers? Thank you!

    Answer: The Sign in Sheet is attached to this Addendum 1. Refer to #5 of the Summary listed above.

43. **Question:** What is the estimated number of projects per month? (an average)

    Answer: Refer to Bid Package 4, Standard Terms and Conditions, Section 2. No Quantity Guarantees.

44. **Question:** What is the estimated number of pages for the average project? (an average)

    Answer: Each individual Customer project is based on the Customer's requirements.

45. **Question:** What is the minimum project size? Ex. 20 boxes (50,000 images)

    Answer: Refer to the Answer to Question 44 above.

46. **Question:** Where do you anticipate projects will be coming from? (office/locations)

    Answer: Any eligible DIR customer may purchase products and services offered on a DIR Cooperative contract.

47. **Question:** What is expectation regarding document transport? Will agency/office ship?

    Answer: Refer to the Answer to Question 44 above.

Addendum 1

48. **Question:** May we perform hybrid onshore/offshore manual indexing from images where your data remains at a SunGuard data center within the U.S. while offshore workers remotely capture the index information?

Answer: Yes, as long as the data remains within the contiguous United States.

49. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:13, Section Number: Document Imaging/Solutions

a. Is this specific to Document Imaging/Solutions only?

Answer: Yes, see the header which appears on page 12, Document Imaging/Solutions.

b. Would DIR accept utilizing Offshore resource specific to back office activities such as Billing, Contract Management and Order Entry?

Answer: Refer to the Answer to Question 47 above.

50. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:9, Section Number 3.1 Products. Managed Print Services Examples. Technical Support

Regarding the Analyst services necessary to support Customers connecting their devices to their networks (if applicable) is remote (non-on site) services acceptable?

Answer: Yes, remote services are acceptable. Refer to the Answer to Question 48 above.

51. **Question:** RFO 3.3 page 19 "Vendor may propose such products and related services."

a. What is the process for a vendor to propose to DIR emerging technologies products/services for augmentation to the original solicitation?

Answer: Refer to Bid Package 1, Section 3.3 Emerging Technologies.

b. Would the emerging technologies products/services proposed by that vendor then undergo a bidding process amongst the other contracted vendors (assuming there were multiple contract awards)?

Answer: Refer to the Answer to Question 51 a. above.

52. **Question:** RFO 3.5 page 20 "..all Vendors must submit completed VPAT form (Bid Package 9) or links to completed VPATS…"

a. During the Vendor Conference, vendors were instructed to upload the form as a Word document.

If links are used, should they be pasted into the VPAT Word document? Or, if the links should they be listed in the vendor's proposal, what section of the response should these links be placed under?

Answer: If a Vendor is using links to the manufacturer websites only, Vendors should include a word document titled "VPATs" with the list of links to the specific products that are included in the submitted Pricing Index. If Vendor is a manufacturer submitting the VPATs for the products, Word documents or PDF will be fine. The important thing is that all the VPATs that are submitted are accurate.

b. Page 20 / Section 3.5 - Please confirm that VPAT's are not required for services, only required for physical or electronic products.

Answer: VPAT's are only required for commercial off-the-shelf IT hardware or software.

53. **Question:** RFO 4.5.1 page 25 "Vendors who respond to this RFO must be one of the following:". Are the signed letter(s) of authorization required for vendors who are providing services (not reselling products)?

Answer: Yes, a signed letter from the Manufacturer/Publisher certifying that Vendor is an authorized Service Provider of Manufacturer's/Publisher's products.

54. **Question:** RFO 4.4.1 page 24 "…An original, signed paper copy of the HSP must be uploaded into BidStamp." and 4.7.1.4 page 27 "HUB Subcontracting Plan Forms"

Answer: Yes, all pages of the HSP must be completed, signed, scanned and uploaded to the VIS Portal.

Addendum 1

55. **Question:** During the Vendor Conference, it sounded like vendors are to fill in an HSP form within BidStamp VIS, then print it out, sign it, and then upload the signature page. Are all the pages of the HSP to be uploaded or just the signature page of the HSP?

Answer: Refer to the Answer to Question 54 above.

56. **Question:** Our proposal was arranged according to "Section 4.7: Response Format and Contents" from the Bid Package 1 RFO document; however, Bid Package 1 RFO Exhibit A doc also had a section of what to include (16A – Checklist for the RFO). Could you please confirm how our proposal should be organized?

Answer: Vendors must ensure that all mandatory requirements for this RFO are met per Bid Package 1, Section 4.7.1, even if they are not included in this checklist in Exhibit A, 16. Vendor must upload all required documents through the BidStamp VIS portal. A specific order of documents is not required.

57. **Question:** Reference document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page: 3, Section: 1.2.6 Current Contracts. DIR currently has multiple contracts with 14 Vendors to provide Managed Print Services, Printers, Copiers, 3D and Scanning Equipment and Related Services. This RFO encompasses term contracts that are administered by The Comptroller of Public Accounts (CPA) Statewide Procurement Division (SPD) for Document Imaging Services. Enterprise Content Management (ECM) Products, Software and Services is a new category."

Will stand-alone contracts for software, Imaging and ECM remain active or be phased out? Can components from existing independent contracts be incorporated into an MPS solution or must they also receive an award under DIR-TSO-TMP-419?

Answer: Components from existing contracts cannot be incorporated into an MPS solution. DIR-TSO-TMP-419 is a new solicitation and has no relation to the existing contracts.

58. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page: 16, Section: 3.1 Products Enterprise Content Management (ECM)

Products may include Content Services Platform (CSP) which is a set of services and microservices, embodied either as an integrated product suite or as separate applications that share common APIs and repositories, to exploit diverse content

types and to serve multiple constituencies and numerous use cases across an organization. This kind of platform can be delivered as an integrated product suite or as separate applications that have similar APIs and repositories. The changes in this space represent a shift from self-contained systems and repositories to open services.

Can components from existing DIR contracts be incorporated into an ECM solution or must they also receive an award under this contract?

Answer: ECM has a Related Services element; if the Vendor offers a Related Service to an ECM product, it should be listed in the Entire Product Offering-ECM (Tab 5) of the Pricing Index. Additionally, refer to the Answer to Question 56 above and Bid Package 1, Section 3. Scope.

59. **Question:** Page 5 / Section 3.1. Please confirm that we can include products already existing in other contracts we want included in this contract.

Answer: A Vendor may propose any product and/or services that are listed in Bid Package 1, Section 3. Scope. In addition, the Pricing Index has a category titled Miscellaneous/Other for items that are not listed in Bid Package 1, Section 3. Scope, but are within the scope of the solicitation.

60. **Question:** Bid Package 1 RFO- Section 3.1 Scope Under Scope there are three categories listed, MPS, Document Imaging Services and Enterprise Content Management. Does the Section Under MPS allow for outright purchase of devices, (scanner, printer, MFP's, facsimile devices etc.) Section 3.1 page 10 references copiers, printers, and scanners.

Answer: Yes, direct purchases may be offered for this solicitation.

61. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:5, Section: 3.1 Products

Vendors may not propose or provide remanufactured, like-new, newly manufactured, refurbished, reconditioned or any other than NEW products or equipment, to include add-on products.

Vendors use different nomenclatures to label their equipment. Please confirm your acceptance of this definition of manufacturing status as follows: None of the equipment provided will be remanufactured, reconditioned, recycled, refurbished,

or used, although the equipment may contain some recycled components that meet new parts performance standards. Regardless of which model of new equipment is being provided, the District will be the first user of the equipment."

Answer: DIR does not accept the definition above. The scope is defined in Bid Package 1, Section 3.1. Vendors shall propose new products only.

62. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:5, Section Number 3.1 Products.

Regarding Equipment Manufacturing status. Does DIR have any issues with the equipment manufacturing definition? Equipment manufacturing status may change during the lift of the equipment. For equipment that is included in the DIR Final Award, what are the ramifications if equipment manufacturing status changes during the term of the contract?

Answer: If the life cycle of a product ends during the term of the contract, the Vendor may add the new version of the product to their existing contract.

63. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:6, Section: 3.1 Declared Disaster Optional Declared Disaster Equipment Recovery Program. If a vendor elects to participate in the disaster recovery program, must the service be offered on every device in the portfolio or can it be on a subset of available devices?

Answer: All products within the Optional Declared Disaster Equipment Recovery Program for 48 or 60 month leases must be offered. Vendors may elect to only offer their 60 month lease portfolio and/or their 48 month lease portfolio, however, a 48 month portfolio may not be offered without a 60 month lease portfolio.

64. **Question:** DIR-TSO-TMP-419- Bid Package 1 RFO- pg. 12, Consumables Supply Services-2. Would DIR consider the addition of the following language into 3.1 Products, Managed Print Services Examples, Consumable Supply Services: "This requirement does not apply to 3D systems. Customers shall order these supplies on an as needed basis."

Answer: No. For 3D Printers it is intended that the Vendor list the equipment and any accessories that they offer on separate lines; refer to Bid Package 1, Section 3. Scope.

Addendum 1

65. **Question:** Would it be possible to use a different font and/or color for our answers for the Exhibits so it is easier to differentiate between the Texas DIR questions and our responses?

Answer: Yes, as long as it is clear, and meets accessibility requirements. Vendor response documents should be submitted in a format that is accessible to people with disabilities. Vendor should refer to Bid Package 1, Section 4.7.3.

66. **Question:** DIR-TSO-TMP-419- Bid Package 1 RFO-Exhibit A- Item 10- Question ten of the DIR-TSO-TMP-419-Bid Package 1 RFO- Exhibit A, directs vendors to Bid package 5 for vendor reference questionnaire instructions, however the Vendor references are located in Bid Package 8. Please confirm that this question was meant to state Bid Package 8.

Answer: Yes, Bid Package 8 is titled Vendor References; refer to the Answer to Question 3 above.

67. **Question:** Exhibit A: Page 26/28: Section 11.B Termination, Item 3-Termination for Convenience - DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order or other contractual document or relationship by giving the other party thirty (30) calendar days written notice.

Will DIR clarify that this term/condition does not apply to any and all executed lease agreements under this contract and only applies to the actual contract award?

Answer: If a Vendor offers to lease equipment on a DIR contract that is awarded to them, they will be bound first, to the terms and conditions of either the Master Operating Lease Agreement or Master Lease Agreement (MOLAs or MLAs, respectively) and then Bid Package 4 Standard Terms and Conditions.

68. **Question:** DIR-TSO-TMP-419- Bid Package 2- 11.B.3- DIR-TSO-TMP-419- Bid Package 2- 11.B.3 states, " DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order or other contractual document or relationship by giving the other party thirty (30) calendar days written notice. " Please clarify that this section only applies to the documents listed above and not the underlying lease agreements for the installed equipment.

Answer: Refer to the Answer to Question 67 above.

69. **Question:** Exhibit A Attachment 2 "This form must be completed/signed by respondent for each identified reference (cancelled contract references)". Can you please clarify what "cancelled contract references" means? Is this applicable only if a vendor's reference is from a cancelled contract?

Answer: The Vendor shall complete Exhibit A Attachment 2 if the Vendor has a cancelled contract. If Vendor has a cancelled contract, DIR requires a Point of Contact (POC) for that contract.

70. **Question:** Referencing Bid Package 2 – Pricing Index: TAB 2: Bid Stamp Price Sheet: Does DIR wish for responding vendors to delete information provided as "examples" and enter response data/pricing applicable to request?

Answer: Bid Package 2, Tab 2 lists examples and is provided as a reference only. Vendor must submit Tab 2 items in the automated BidStamp Pricing form.

71. **Question:** Referencing Bid Package 2 – Pricing Index: TAB 2: Bid Stamp Price Sheet: Column D: Products/ Services Sub Description: Are vendors to create their own configurations or will DIR be providing minimum configurations for each of the volume bands requested? If there will be no minimum configuration requirements, are vendors to supply base unit pricing only and list every accessory item available separately?

Answer: The requirement within each Volume Band should be the lowest price of the base model equipment. Bid Package 2 Pricing Index Tab 2 does not require pricing for accessories.

72. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index, Section: Tab #2, MFD Copier/Printer Maintenance Plans/Prices. Where would an alternative price plan such as equipment flexible Rental program be placed on the price exhibit?

Answer: If a Vendor offers the rental of equipment, they shall submit a detailed description of the products/services in the Miscellaenous/Other category of Tab 3 – Entire Product Offering-MPS.

Addendum 1

73. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index, Section: Tab #2, "Product Services Description"

Are there any other minimum specification or requirements other than the stated speed band?

Answer: No, the specifications and requirements are as defined in Bid Package 2 Pricing Index (Tab 2).

74. **Question:** Referencing Bid Package 2 – Based on the format on Tab 3 Entire Product Offering – MPS, how will DIR / Customer determine what accessories go with what models since the accessories are at the bottom of the page and not listed or requested within the volume bands of the MPS equipment?

Answer: If an accessory is sold separately it should be listed in the Accessories section. If it is part of a copier (configured component) it should be detailed in the Product Description. Refer to the examples in Bid Package 2, Entire Product Offering-MPS (Tab 3).

75. **Question:** DIR-TSO-TMP-419- Bid Package 2 Pricing Index- 3. Please clarify where DIR would prefer Vendors to include their CPC rates in the pricing submission on the BidStamp portal.

Answer: DIR does not require the submission of Cost per Click (CPC) rates in Vendor response to DIR-TSO-TMP-419. Copy allowances and CPC rates will be determined at the time of Negotiations.

76. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index,
Section: Tab #4, MFD Copier/Printer Maintenance Plans/Prices

MFD Copier/Printer Maintenance Plans/Prices - Is there a requirement and/or opportunity to include multiple equipment service options/plans (copy allowances etc.? Where would we put those in the price exhibit?

Answer: Maintenance should be submitted in the *Managed Print Services, Related Services* section of Bid Package 2 Pricing Index, Entire Product Offering -MPS (Tab 3). Refer to the Answer to Question 74 above.

77. **Question:** DIR-TSO-TMP-419- Bid Package 2 Pricing Index-. If it is the intent of DIR to allow standalone software components, how should vendor's calculate ECM and software lease rates to submit as part of the response?

Answer: In regards to stand alone components, refer to the Answers to Questions 18 and 19 above. If the Vendor offers the lease of software it should be **detailed** in the Entire Product Offering-ECM (Tab 5), Miscellaneous/Other section.

78. **Question:** Bid Package 1 - RFO- SCOPE 3.1 Products - Does this offering include the options for outright purchase of supplies? If so, would these be entered under the miscellaneous/other category on the pricing template?

Answer: Supplies/Accessories should be listed in Entire Product Offering-MPS (Tab 3) under Accessories. Consumable products such as toner, and paper offered as standalone products are outside the scope of this RFO.

79. **Question:** Referencing Bid Package 2 – How are vendors to provide variably monthly lease rates/pricing? There is only one column provided for one monthly lease payment. (ie: FMV, Standard $1.00 Out, Tax Exempt Municipal Lease, etc.)

Answer: The Percent (%) Discount off MSRP that is offered at the time of proposal (if accepted) will remain fixed throughout the term of the contract. The MSRP may vary according to the manufacturer's published suggested retail price.

80. **Question:** Referencing Bid Package 2 – Where does DIR wish for vendors to provide accessory pricing on tab 2 Bid stamp price sheet?

Answer: If an accessory is sold separately it should be listed in the Accessories section in Bid Package 2, Entire Product Offering-MPS (Tab 3). If it is part of a copier (configured component) it should be detailed in the Product Description. Refer to the examples in Bid Package 2, Entire Product Offering-MPS (Tab 3). Bid Package 2, Tab 2 lists examples and is provided as a reference only. Vendor must submit Tab 2 items in the automated BidStamp Pricing form.

Addendum 1

81. **Question:** Bid Package 2 Pricing Index - On the pricing index spreadsheet can you clarify where one would enter the pricing for those devices that would be an outright purchase.

Answer: Vendors should list their product offering in Bid Package 2, in the appropriate Entire Product Offering (Tab 3, Tab 4 and/or Tab 5). All items listed are for purchase unless otherwise indicated (as a lease).

82. **Question:** Referencing Bid Package 2 – Where does DIR wish for vendors to provide both mono and color cost maintenance rates for proposed MFD's? How does DIR wish for vendors to provide or present maintenance pricing (cost per print or monthly volume inclusive maintenance programs, etc.).

Answer: To distinguish pricing between Mono and Color, they should be listed in separate rows. Refer to the Answers to Questions 77 and 78 above.

83. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index, Section: Tab#6, "Volume Discounts"

Volume Discounts – Are the Quantity Bands/Revenue amounts/discount bands for volume discounts stated in the Price Exhibit examples and is it up to the vendor to determine/propose "Bulk Buy" discount criteria. Is the vendor limited to the specifics of the example included in TAB#6?

Answer: It is up to the Vendor to determine/propose volume discount and discount criteria in the Volume Discount – (Tab 6).

84. **Question:** Referencing Bid Package 2 – TAB 6. Volume Discount: Are the quantities listed examples or actual ranges DIR wishes vendors to respond to? If only examples, are vendors to provide their own quantity ranges and applicable discounts?

Answer: The quantities listed are example and the Vendor will determine/propose volume discount and discount criteria in the Volume Discount – (Tab 6).

85. **Question:** Referencing Bid Package 2 – TAB 6. Volume Discount/ "Additional Discount Based on Aggregate Sales": Is this item a requirement or optional?

Answer: Bid Package 2 Pricing Index, Volume Discount (Tab 6) is optional.

Addendum 1

86. **Question:** bid package 4, section B - would DIR consider modifying the reporting requirements to simplify the process?

Answer: DIR will not modify the reporting process in Bid Package 4, Standard Terms and Conditions, Section 9. Contract Administration, B. Reporting and Administrative Fees, 2) Detailed Monthly Report.

87. **Question:** DIR-TSO-TMP-419 Bid Package 4 Appendix, pg. 32- 1. Please clarify if force majeure would apply to equipment payments, or would only payment for service be suspended?

Answer: As it applies to Bid Package 1, Standard Terms and Conditions, Section 11. Contract Enforcement, C. Force Majeure, all payments due from the Customer during the Force Majeure term will be suspended.

88. **Question:** Bid Package 8 - References - Can references includes companies / agencies outside of TX?

Answer: Yes, the Vendor selects the Reference then submits Bid Package 8 to the selected Reference.

End of Addendum 1

Texas Department of Information Resources
Request for Offer: DIR-TSO-TMP-419
Vendor Conference Sign-in Sheet
December 21, 2018 / 9:00 A.M. (CT)

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar - Edgar Antu	Strategic Partnerships, Inc	Eantu04@gmail.com	Yes
Webinar - Debb Atnip	CDWG	Debb.atnip@cdw.com	No
Webinar - Kevin Brooks	CTI – Cartridge Technologies	kevinb@ctimd.com	N/A
Webinar - Juan Celaya	Compu-Date International, LLC	jcelaya@cdlac.com	Yes
Webinar - Juanco Celaya	Compu-Date International, LLC	jjcelaya@cdlac.com	Yes
Webinar - Jim Connolly	Xerox Corporation	James.connolly@xerox.com	No
Webinar - Ed Detwiler	NPC, Inc.	Ed.detwiler@npcweb.com	No
Webinar - Demetra Dickins	Kodak Alaris	Demetra.dickens@kodakalaris.com	No
Webinar - Scott Gorman	Xerox Corporation	Scott.gorman@xerox.com	No
Webinar - Tom Hay	DIR	Tom.hay@dir.texas.gov	No
Webinar - Bill Knapp	Compu-Data International, LLC	bknapp@cdlac.com	Yes

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar - Jeremy Knott	NPC	Jeremy.knott@npcweb.com	No

Webinar - Elizabeth Lopez	DIR	Elizabeth.lopez@dir.texas.gov	No
Webinar - Thomas Mandell	Xerox Corporation	Thomas.mandell@xerox.com	No
Webinar - Darren Morlando	Xerox Corporation	Darren.morlando@xerox.com	No
Webinar - Rasa Myers	Xerox Corporation	Rasa.myers@xerox.com	No
Webinar - John Paider	HMB	jpsifrt@hmbnrt.vom	zno
Webinar - Michelle Passarell	Xerox Corporation	Michelle.passarel@xerox.com	No
Webinar - Jerry Roberts	Muratec America	jroberts@muratec.com	No
Webinar - Ann Russo	Xerox Corporation	Ann.russo@xerox.com	No
Webinar - Blair Shaw	Ricoh	Blair.shaw@ricoh-usa.com	No
Webinar - Talan Tyminski	Strategic Partnerships Inc.	ttyminski@partnerships.com	No
Webinar - Will Waterall	Precision Products, Inc.	waterall@precisionproducts.com	No
Webinar - Joe Yankle	Kodak Alaris	Joseph.yankle@kodakalaris.com	No

Webinar - Geri Pomerantz	Xerox Corporation	Geri.pomerantz@xerox.com	No
Webinar - Michael Wright	Canon USA Inc.	mwright@cusa.canon.com	No
Webinar - Anastasia Foerscher	Carahsoft Technology Corp.	Anastasia.foerschner@carahsoft.com	No
Webinar - Ed Friel	Canon USA Inc.	efriel@cusa.canon.com	No
Webinar - Tammy Leger	Xerox Corporation	Tammy.leger@xerox.com	No

Mandy Hayden	Neubus, Inc.	mhayden@neubus.com	No
Chris Albury	Neubus, Inc.	calbury@neubus.com	No
I-Hsing Tsao	Neubus, Inc.	itsao@neubus.com	No
Tommy Tsaboukos	Kodak Alaris	Tommy.tsaboukos@kodakalaris.com	No
Tochukwu Okonkwor	Xyples, LLC	tokonkwor@xyples.com	Yes
Pat Acosta	Xerox	Pat.acosta@xerox.com	No

Managed Print Services, Printers, Copiers, 3D printers and Scanning & Plotting Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Vendor Pre-Bid Conference

December 21, 2018

9:00 – 11:00 (CT)

Texas Department of Information Resources

1

Introduction

Linda Hart, DIR **Phyllis Benitez, DIR** **Ray Infante, DIR**	**Jeff Kline, DIR**
Contract Manager Chief Procurement Office	**Program Director** Statewide EIR Accessibility
Kelly Parker, DIR	**CPO Staff, DIR**
Director, Cooperative Contracts Chief Procurement Office	**Webinar Coordinator** Chief Procurement Office

2

Agenda

- General Information
- BidStamp Vendor Information System Portal (VIS) Overview
- Request for Offer (RFO)
  - RFO Overview
  - RFO Scope
  - RFO Schedule
  - RFO Contents
  - Mandatory Submissions
  - Evaluation Criteria
- Break
- Questions
- Conference Closing

3

General Information

- Reference the RFO page number and Section number when submitting questions.
- **Webinar participants may submit questions electronically at anytime during the webinar, please use the question tab.**
- Questions answered today are unofficial until posted on the ESBD in the form of an Addendum.
- Check the ESBD often for updates
- All questions regarding this RFO must be **submitted in writing through the BidStamp Vendor Information System Portal (VIS)** by 2:00 P.M. (CT), January 7, 2019.

4

General Information (continued)

- **Disqualification of Offers**
  - Failure to sign, scan and upload Vendor Information Form (Exhibit A)
  - Failure to complete Financial Information (DUNS Number)
  - Failure to complete, sign, scan and upload the Historically Underutilized Business (HUB) Subcontracting Plan (HSP)
  - Failure to submit on or before due date and time
  - Contact with DIR employees regarding this RFO other than designated contacts
- **Delivery of Offers**
  - **Any Vendor responding to this RFO must submit their response through the BidStamp VIS.**

5

General Information (continued)

Vendors and all vendor representatives shall not attempt to discuss the contents of this RFO with any employees or representatives of DIR other than designated contacts. Failure to observe this restriction may result in disqualification of any related Response.

6

General Information (continued)

Contacts for inquiries regarding this RFO

Carrie Thomas – carrie.thomas@dir.texas.gov

Contacts for the following related topics:

Vendor Information Systems (VIS) Portal - BidStamp: Kelly Parker – kelly.parker@dir.texas.gov or Joan Scott – joan.scott@dir.texas.gov

HUB Subcontracting Plan: Lynn Sanchez (512) 463-9813 – dir.hub@dir.texas.gov
Theresa Williamson (512) 475-4638 – dir.hub@dir.Texas.gov

Statewide Electronic and Information Resources (EIR) Accessibility: Jeff Kline –(512) 463-3248 - jeff.kline@dir.texas.gov

7

DIR Cooperative Contracts

- DIR combines the buying power of DIR Customers to obtain volume-discounted pricing for IT products and services.
- Customer purchases through the Cooperative Contracts Program resulted approximately $5 billion for fiscal years FY2016 – FY2018. See Bid Package 1, Section 1.2.5, Historical Sales.

	FY2016	FY2017	FY2018
Assistance Org	$2,357,384.76	$3,079,520.73	$2,958,.084.65
Higher Ed	$351,693,838.26	$339,061,683.43	$332,385,633.15
K-12	$628,316,299.13	$577,352,825.09	$589,442,854.33
Local Government	$462,736,727.05	$461,433,333.12	$448,209,464.71
Out of State	$8,767,492.85	$20,451,872.88	$19,245,239.18
State Agency	$515,716,174.70	$492,221,768.72	$415,604,984.31
Total:	$1,969,587,916.75	$1,893,601,003.97	$1,807,846,260.33

8

Threshold and SOW Requirements

Beginning September 1, 2017, the Threshold Requirements for IT Commodities (Hardware, Software and Services) are as follows:

Contract Value	Number of DIR Vendors
$50,000 or less	May award directly to DIR Vendor of choice
More than $50,000 but not more than $1 million	Three (or all DIR Vendors in a category with less than three vendors)
More than $1 million but less than $5 million	Six (or all DIR Vendors in a category with less than six vendors)
More than $5,000,000	Agencies must conduct an independent procurement and cannot use DIR Cooperative Contracts

State agencies procuring more than $50,000 worth of services from DIR Contracts must submit their draft and final Statements of Work to DIR for review and approval prior to making payment to a Vendor.

9

Bid Submittal / VIS

- Any Vendor responding to this RFO must submit their response through the BidStamp Vendor Information System (VIS)
- Before users can access any of the BidStamp VIS portal functionality, they will be required to provide login credentials to access a new or existing account. Vendors will access the BidStamp VIS Portal via **http://dircommunity.force.com/BidStamp** and enter in their access credentials.
- If a Vendor does not yet have login credentials, Vendor will request one by clicking on “Are you a vendor and need to request an account?” button that is located on the login page.

10

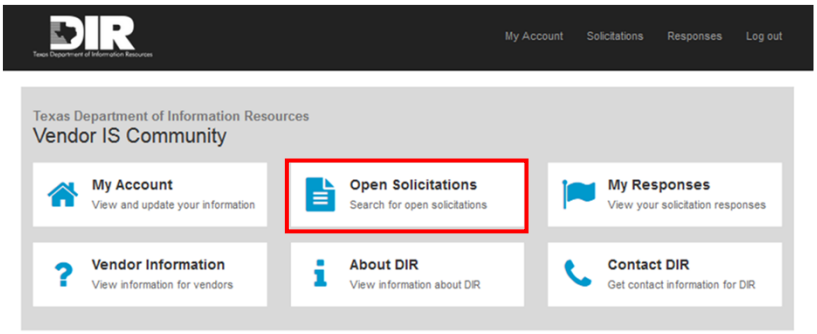
Bid Submittal

- Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in section 4.1 of this solicitation. Please allow at least five business days for response.

11

Responding to a Solicitation

After Vendor account is enabled, Vendor will submit and manage RFO responses from the BidStamp VIS portal.



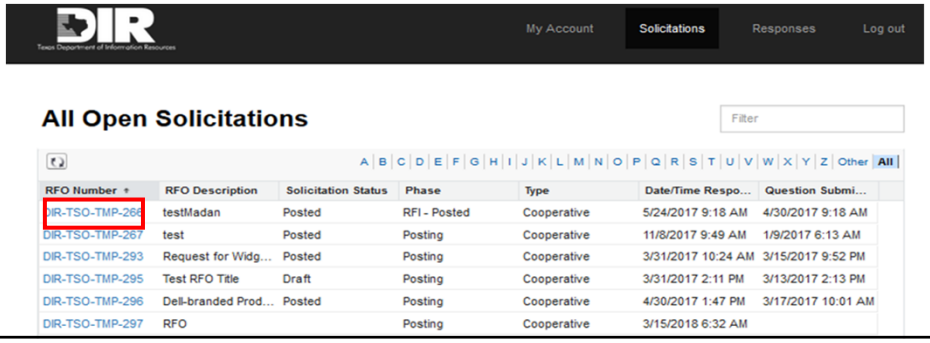
The Vendor BidStamp Guide and the presentation are posted on DIR's website on the Information For Vendors page.
http://dir.texas.gov/View-Information-For-Vendors/Landing.aspx

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Creating a New Response

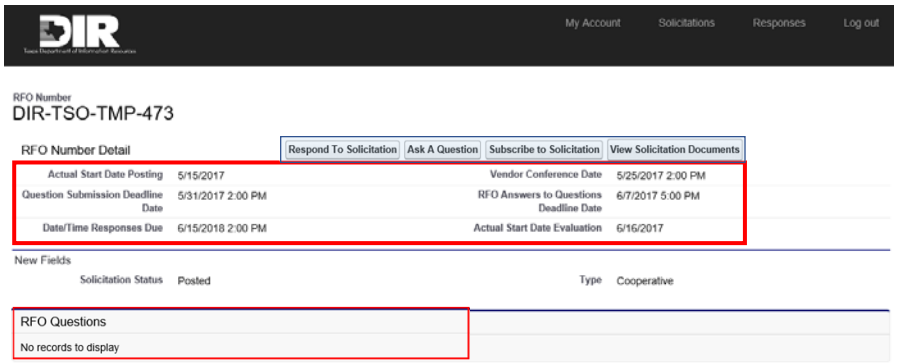
To create a new response:

1. Log in to the VIS portal and select the "Open Solicitations" tile
2. Click on the "RFO Number" (**DIR-TSO-TMP-419**) of the solicitation you want to respond to
3. You will be navigated to the "RFO Number" detail page



13

Creating a New Response, *cont.*



This page will display important deadlines for the solicitation and list any questions Vendor has submitted.

Buttons discussed on the next slide.

14

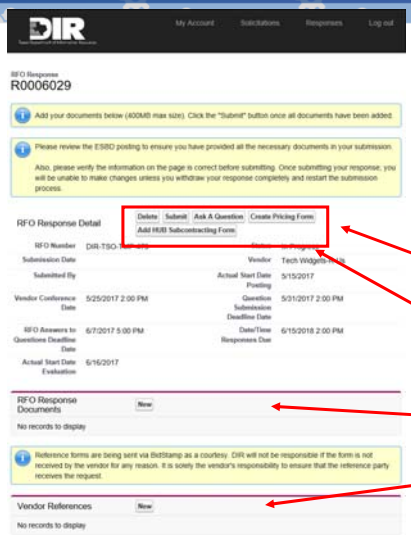
Creating a New Response, *cont.*

RFO Number Detail Button Description:

- **Respond to a Solicitation (or View Response)**: Create a new response or view a response that is in-progress. If a response has already been created or started, this button will read as **"View Response"** and allow you to resume your progress on an existing RFO response.
- **Ask A Question:** Submit a question to be reviewed by a DIR resource. Questions can be submitted up until the "Question Submission Deadline date" indicated in the RFO document and on the detail page.
- **Subscribe to Solicitation:** Subscribe to a solicitation if you would like to receive addendum notifications. To subscribe to the solicitation, you must select the "Subscribe to Solicitation" button AND have enabled your contact to "Receive Notifications".
- **View Solicitation Documents:** Navigate to the ESBD posting for a solicitation and view the solicitation's documents.

15

Respond to a Solicitation



"RFO Response Page" buttons:

- **Delete:** Delete all information that has been uploaded and the response record before the response has been submitted. **Note:** Once the response is submitted, Vendor must use the **Withdraw** button that will appear upon solicitation submission.
- **Submit:** Submits the response record and all associated information. *(reference Vendor Guide Section 5.7)*
- **Ask A Question:** Questions can be submitted up until the "Question Submission Deadline date" indicated in the RFO document and on the detail page. *(reference Vendor Guide Section 5.6)*
- **Add (or Edit) HUB Subcontracting Form:** Complete an automated version of the HSP form. Note: Vendors must also print, sign, and upload the signed HSP. *(reference Vendor Guide Section 5.4)*
- **Create Pricing Form:** Create a pricing form to submit pricing information for your response *(reference Vendor Guide Section 5.5)*
- **New (RFO Response Documents):** Upload required files indicated in the RFO posted on the ESBD *(reference Vendor Guide Section 5.2)*
- **New (Vendor References):** Submit a new reference's email address and opt to send the vendor a reference *(reference Vendor Guide Section 5.3)*

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RFO Overview

- The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services to the State of Texas, acting by and through the Department of Information Resources (DIR).

- DIR may make multiple awards from this RFO.

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Exhibit D - HUB Subcontracting Plan (Bid Package 1)

*The HSP form is automated in BidStamp Vendor Information System (VIS). **Vendors will complete the form in BidStamp, print, sign, and upload the signed HSP in the VIS portal.**

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Bid Package 1, Exhibit D – HUB Subcontracting Plan

Exhibit D – HUB Subcontracting Plan (Bid Package 1)

- DIR encourages all respondents to seek Historically Underutilized Business (HUB) subcontractors and maximize HUB participation in their bids.
- Responses submitted without a current HUB Subcontracting Plan (HSP) provided in the RFO, will be **disqualified per TAC Rule** §20.285
- All respondents, **HUBs and Non-HUBs**, are required to submit a completed HSP
- The HSP form includes specific instructions for meeting the Good Faith Effort requirements
- Vendors must complete a **new** HUB Plan and a good faith effort for this procurement

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Bid Package 1, Exhibit D – HUB Subcontracting Plan

The HUB Goal for this RFO is 21.1%

- METHOD A (Attachment A) - If you are subcontracting and you are meeting or exceeding the HUB Goal for this RFO, you will complete Method A.
- Include all VID numbers for each vendor, all estimated dollar amounts and percentages for each vendor.

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Bid Package 1, Exhibit D – HUB Subcontracting Plan

METHOD B (Attachment B) - If you are subcontracting, and are not going to meet the HUB Goal of 21.1% you will complete Method B.

- **Provide written notification** of subcontracting opportunity listed to at least three State of Texas certified HUBs
- **Provide written notification** of subcontracting opportunity to at least (2) minority or women's trade organization or development center
- Allow no less than seven (7) working days from their receipt of notice for HUBs to respond (keep delivery receipt emails).
- **Note:** Attach supporting documentation (letters, fax transmittals, email, etc.) demonstrating evidence of the good faith effort performed with RFO submittal

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Bid Package 1, Exhibit D – HUB Subcontracting Plan

If not subcontracting, your response must contain a detailed explanation demonstrating HOW your company will fulfill the entire contract with its own resources

- Self-Performance Justification must be provided in the space provided in SECTION 3, do not reference sections in the RFO

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Bid Package 1 – HUB Subcontracting Plan

You may contact DIR's HUB Department for assistance in completing your HUB Subcontracting Plan (HSP) up to **seven (7) working days** before the RFO submittal.

Lynn Sanchez **512-463-9813**	**Theresa Williamson** **512-475-4638**

Email: dir.hub@dir.texas.gov

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Electronic and Information Resources (EIR) Accessibility Forms

Texas state agencies and institutions of higher education are required to procure, develop, and use EIR that is inclusive and accessible to people with disabilities, and to obtain credible evidence of vendor's or manufacturer's capability or ability to produce accessible EIR products and services.

This RFO includes requirements for the accessibility related forms below

1. Voluntary Product Accessibility Templates (VPATs)
   - For all Commercial Off the Shelf (COTS) offerings included in the response
2. Vendor Accessibility Policy Assessment Form
   - Required for all vendors

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Voluntary Product Accessibility Templates (VPATs)

VPATs are

- Formal statements for commercial off the shelf (COTS) products and services documenting accessibility compliance to US Section 508 technical standards
  - utilize ITIC VPAT template form.
  - manufacturer-generated and product / product family specific
- Completed by individuals with relevant knowledge of the product accessibility.
- Based on accessibility testing results and supported by documentation (on request).
- Accurate; inaccurate claims of compliance could generate end user complaints under the Americans with Disabilities Act.

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Vendor Accessibility Policy Assessment Form

Why is DIR requesting information on vendor accessibility policy?

- Texas agencies and institutions of higher education are required to procure or develop accessible offerings. Gaps in vendor internal governance systems and leadership commitment inhibit the ability to meet these standards for their products / services.
- Accessibility policy maturity provides insight into vendors' ability to develop accessible commercial off the shelf (COTS) and non-COTS offerings
- Results mapped to the Policy Driven Adoption for Accessibility (PDAA) Maturity Model
- Vendors can use the results as a roadmap for implementing their organization-wide IT accessibility initiatives, which will help ensure that programs and processes are in place to facilitate the development of future accessible offerings.

Note: Form (excel file) should be completed and returned in its original format

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Additional Information regarding EIR Accessibility and VPAT Forms

- **EIR Accessibility Website**
  http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=36
- **PDAA Maturity Model**
  http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx
- **Additional Information**
  http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement

Jeff Kline
Program Director
Statewide Electronic and Information Resources (EIR) Accessibility

Email: jeff.kline@dir.texas.gov 512/463-3248

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RFO Contents

Bid Package 1 – RFO DIR-TSO-419 (contains Exhibits A, B, C, & D)

Bid Package 2 – Pricing Index and Instructions

Bid Package 3 – DIR Sample Contract for Products and Services

Bid Package 4 – Standard Terms and Conditions for Product Contracts

Bid Package 5 – Master Operating Lease Agreement

Bid Package 6 – Master Leasing Agreement

Bid Package 7 – Declared Disaster Agreement

Bid Package 8 – Vendor References

Bid Package 9 – Voluntary Product Accessibility Template (VPAT)

Bid Package 10 - Policy Driven Adoption Assessment (PDAA)

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Bid Package 1

- Bid Package 1 – RFO DIR-TSO-419
  - Scope
  - General Information
  - Submission requirements, etc.
  - Evaluation, Negotiations, and Award
  - Exhibit A, Vendor Information Form
  - Exhibit B, Vendor History and Experience
  - Exhibit C, Contract Marketing and Support Plan
  - Exhibit D – Historically Underutilized Business (HUB) Subcontracting Plan (The HUB Subcontracting Plan Form is provided in the BidStamp VIS portal.)

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RFO Scope

Section 3. Scope

DIR intends to contract with qualified Vendors to provide:

- Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services;
- Document Imaging Services/Solutions; and
- Enterprise Content Management (ECM) Products, Software and Services

Vendors are encouraged to bid any or all or any combination of the products or product categories listed above in their proposals.

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RFO Scope, cont.

- **Third Party Products** are those hardware, peripherals, accessories and software manufactured or published by other manufacturers or publishers that may be used as an attachment or embedded within the Vendor solution to create, enhance or extend the functionality of the product or services within scope of this RFO. All third party products will be awarded at the discretion of DIR.

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Term of Contract

Section 3.6.2 Contract Term and Automatic Renewal

The term of any Contract awarded from this RFO shall be **two (2) years** commencing on the last date of approval by DIR and Vendor.

The Initial contract term will be two (2) years, renewable automatically in one (1) optional two-year renewal term and one (1) optional one-year renewal term under the same Terms and Conditions, unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew.

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RFO Schedule

- Section 4.3.1 Anticipated Schedule:

Date/Time	Activity
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 AM-11:00 AM (CT)	Optional Vendor Conference/Webinar
January 7, 2019 2:00 PM (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	Estimated deadline for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 4, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 4, 2019 - until completed	Evaluation of responses, oral presentations (if requested) negotiation and contract execution

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Evaluation Criteria

- **RFO Section 5.1 – Evaluation of Responses**
  - Incomplete response package will be rejected
  - The financial review (**DUNs number**)and **HSP** review are on a pass/fail basis.
  - Only responses that receive the passing grade will proceed to the next evaluation phase.

- **RFO Section 5.2 – Evaluation Criteria**
  - Pricing – 45%
  - Vendor History and Experience and Vendor References – 30%
  - Vendor's Plan for supporting Contract – 25%

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Bid Package 1 – Exhibits A, B, &C

Exhibit A, Vendor Information

- This form must be **filled out in its entirety** and **signed by an officer or agent empowered to contractually bind the Respondent.** Complete cancelled contract references if applicable.

Exhibit B, Vendor History and Experience

- Respondent must provide a detailed response to each question detailing the Vendor's history and experience in providing the products and services proposed.

Exhibit C, Contract Marketing and Support Plan

- Respondent must provide a plan that describes the Respondent/Vendor's ability and strategy for promoting and supporting the contract, if awarded.

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Bid Package 2 – Pricing

- **Vendors must submit pricing on DIR's Automated Pricing Form in the BidStamp VIS for products and related services.**
- Bid Package 2 Pricing Sheet - All applicable *Entire Offering* tabs will be completed and saved as a PDF and upload into BidStamp.
- BidStamp – Vendors must enter the following items:
  - Category
  - **Brand (ONLY ENTER MPS, DIS or ECM)**
  - **Product Description**
  - **DIR Customer Discount % off MSRP**

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Pricing – Volume Pricing

- Volume Discounts: DIR encourages Vendors to offer VOLUME pricing for specific Products and/or Services.
- Aggregate Sales: If Vendor is proposing increased discounts based on total statewide aggregate contract sales, Vendor must list total contract dollar amount threshold, specific product and/or service or ALL, and discount percentage increase.
- **Vendors offering Volume Discounts should use the Bid Package 2 Excel spreadsheet format for all volume discounts.**
- Vendors will need save the entire EXCEL workbook as a PDF and upload into Bid Stamp.

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Pricing - Volume Pricing

Department of Information Resources

Request for Offer DIR-TSO-TMP-419

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

BID PACKAGE 2 - PRICING SHEET VOLUME DISCOUNT

COMPANY NAME: _____

Type of Volume	Product Category	DIR Customer Discount % off MSRP
By QTY		
2-99 units	ABC	
100-500 units	ABC	
500+ units	ABC	

EXAMPLE

Additional Discount Based On Aggregate Sales

Contract Sales Threshold	Product or Category Description	Part Number if Applicable	Original Discount	Additional Discount	Total Discount
Example: $50,000.00			*20.00%*	*(+) 5.00%*	*25.00%*

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Bid Packages 3 and 4

- Bid Package 3 – Sample Contract for Products and Services
- Bid Package 4 - Standard Terms and Conditions for Products and Related Services Contracts
- **No exception**s may be taken to certain terms as indicated on the Standard Terms and Conditions
- **Any exception must be listed in Bid Package , Exhibit A, Item 11**.

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Bid Packages

- Bid Package 5 Master Operating Lease Agreement
- Bid Package 6 Master Lease Agreement
- Bid Package 7 Disaster Recovery

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Bid Package 8 – Vendor Reference Questionnaire

Bid Package 8 - References

- The vendor must provide the vendor reference questionnaire directly to companies/government agencies as specified in Section 4.7.2 of the RFO. Vendors may send the questionnaire through BidStamp VIS.
- Instructions are included in Bid Package 8.
- DIR is not responsible for undeliverable e-mails or for non-responsive references.
- **References must respond to DIR on the form provided by the due date in order to be considered in proposal evaluation.**
- The Vendor may NOT submit the reference form to DIR.

- **Forms submitted directly by the vendor to DIR will receive a score of zero**.

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Bid Package 8 – Vendor Reference Questionnaire

VENDOR REFERENCES

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

REFERENCE DEADLINE TO DIR: No later than February 4, 2019 at 2:00 PM (CT)

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Reques for Offer (RFO) that has been issued. The Vendor that is responding to this RFO is providing this document for you to fill ou and return directly to DIR at the following email address: 419docmanagement@dir.texas.gov

This portion to be complete by the Vendor requesting reference information

EXAMPLE

Vendor Name _____

***Insert Type of (MPS, Document Imaging, Enterprise Content Management)* Product/Services Category** _____

Prime Contractor _____

Subcontractor(s) _____

Dates of Performance: Starting Date _____ **Ending Date** _____

Total Est. Contract Dollar Amount

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Mandatory Submissions

RFO Section 4.7.1 – Mandatory Response Contents

RESPONDENT MUST PROVIDE THE ITEMS LISTED BELOW OR THE RESPONSE WILL BE REJECTED.

- Exhibit A – Vendor Information (**signed**, scanned, uploaded into BidStamp)
- Exhibit A – **Canceled Contracts** – Attachments 1 and 2 (if applicable)
- Exhibit B – Vendor History and Experience
- Exhibit C – Contract Marketing and Support Plan
- Exhibit D – HUB Subcontracting Plan **(SIGNED)**
- Pricing – Bid Package 2 (Automated Pricing Form in BidStamp VIS)
- Policy Driven Adoption Assessment (PDAA) – Bid Package 10
- Vendor's Service or Licensing Agreement, etc. (if any)
- Any addendum requirements – check the ESBD for these; Vendors do not receive notice

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Questions

- Break (10 minutes)
- <u>Reference the Section Number and page number with your submitted question.</u>
- Questions answered today are unofficial until posted on the ESBD.
- Submit additional questions through BidStamp VIS.

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Reminder

- Questions answered today are unofficial until posted on the ESBD in the form of an Addendum.
- Any changes or additional information regarding this RFO will be posted as an addendum to solicitation number DIR-TSO-TMP-419 on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/
- It is the responsibility of Vendors to monitor the EBSD web site for addenda.

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Reminder

- Section 4.3.1 Anticipated Schedule:

Date/Time	Activity
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 AM-11:00 AM (CT)	Optional Vendor Conference/Webinar
January 7, 2019 2:00 PM (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	Estimated deadline for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 4, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 4, 2019 - until completed	Evaluation of responses, oral presentations (if requested) negotiation and contract execution

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Conference Closing

- All questions, inquiries must be directed to Carrie Thomas

Carrie Thomas

Phone: 512-936-2353
Fax: 512-936-6896
Email: carrie.thomas@dir.texas.gov

Thank you for attending today's webinar!

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Department of Information Resources
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Addendum 2

This Addendum #2 to Request for Offer DIR-TSO-TMP-419

1. Correcting the answer to Question #48.
2. Correcting the answer to Question #49.

Questions and Official Answers:

48. **Question:** May we perform hybrid onshore/offshore manual indexing from images where your data remains at a SunGuard data center within the U.S. while offshore workers remotely capture the index information?

Answer: No, the Vendor must perform all functions of the Contract and keep all related data always and exclusively within the continental United States.

49. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:13, Section Number: Document Imaging/Solutions

a. Is this specific to Document Imaging/Solutions only?

Answer: Yes, see the header which appears on page 12, Document Imaging/Solutions.

b. Would DIR accept utilizing Offshore resource specific to back office activities such as Billing, Contract Management and Order Entry?

Answer: Yes, as long as the Offshore resource(s) performing back office activities do not have access to Customer Data. Further, Respondents should consider the requirement to provide service, sales and support resources to serve the Customer. Such support should be available during the Customer's normal business hours.

End of Addendum 2

Commissioners Court - Regular Session **16.**

Meeting Date: 02/01/2022

Local Rabies Control Authority (LRCA) appointment for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the appointment of Williamson County Sheriff's Office, ACO Supervisor Casey Shannon, to be designated as the Local Rabies Control Authority (LRCA) effective February 1, 2022 for the purposes of the Rabies Control Act of 1981.

Background

Casey Shannon is the new supervisor over the Animal Control Unit and has taken the proper coursework on January 20, 2022 to be eligible as the LRCA.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LRCA Certification-Casey Shannon

TDSHS Designation form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/21/2022 01:52 PM
Form Started By: Starla Hall		Started On: 01/12/2022 04:05 PM
Final Approval Date: 01/21/2022		

Humane Educators of Texas, LLC

Casey Shannon

Is awarded this certificate upon successful completion of an 8-hour course of study in

Local Rabies Control Authority Training

As conducted by Humane Educators of Texas, LLC in Hutto, TX and approved by the Texas Department of State Health Services for up to 8 hours of Animal Control Officer CE.

Awarded this 20th day of January 2022

T. Blewett

Tabitha Blewett, Instructor

105 Tradesmen Dr, Suite A, Hutto, TX 78634 • www.humaneeducatorsoftexas.com • 512-221-5464

TEXAS Health and Human Services | Texas Department of State Health Services

LOCAL RABIES CONTROL AUTHORITY

The Commissioners Court (governing body) of Williamson County (city or county)

designates Animal Control Supervisor (job title or name) as the Local Rabies Control Authority (LRCA) for the purposes of the RABIES CONTROL ACT OF 1981.

This appointment became effective February 1, 2022 (date).

AUTHORIZING PERSON'S NAME (print): Bill Gravell

AUTHORIZING PERSON'S TITLE: County Judge

AUTHORIZING PERSON'S SIGNATURE: _____

Please print the name and contact information of the appointed individual:

NAME: Casey Shannon

AGENCY: Williamson County Sheriff's Office

STREET ADDRESS: 508 S. Rock Street

MAILING ADDRESS: 508 S. Rock Street

CITY/STATE/ZIP: Georgetown, TX 78626

JOB TITLE: Animal Control Supervisor

TELEPHONE: 512-864-8282

FAX: 512-943-1444

E-MAIL ADDRESS: casey.shannon@wilco.org

RETURN THIS FORM TO: Department of State Health Services
Zoonosis Control
2408 South 37th Street
Temple, TX 76504

Commissioners Court - Regular Session **17.**

Meeting Date: 02/01/2022

Rescinding Purchase of EKG Machine from GE Healthcare for the Jail

Submitted For: Joy Simonton **Submitted By:** Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on rescinding purchase of (1) Mac Vu360EKG machine in the amount of $18,115.12 approved under agenda item #24 on December 21, 2021.

Background

This purchase is rescinded as the decision was made by the Jail staff to purchase this from an alternate vendor, Discount Cardiology. Purchase from alternate vendor is below the $5,000.00 threshold and does not require a signed agreement. Department contact is Terri Countess.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/27/2022 06:34 AM
County Judge Exec Asst.	Becky Pruitt	01/27/2022 08:12 AM
Form Started By: Kerstin Hancock		Started On: 01/26/2022 12:14 PM
Final Approval Date: 01/27/2022		

Commissioners Court - Regular Session **18.**

Meeting Date: 02/01/2022

Approval of Agreement for Installation of Security Cameras at Liberty Hill Adult Probation by Knight Security for Facilities Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the agreement between Williamson County and Knight Security for the Liberty Hill Adult Probation Security Camera additions, for the total amount of $16,725.99 with an annual recurring amount of $2,100.00, pursuant to the DIR-CPO 4494 contract, and authorizing the execution of the agreement.

Background

The approval of this agreement will benefit the Liberty Hill Adult Probation with additional cameras and intercoms for security purposes. The video surveillance system includes Four (4) Axis P3719-PLE camera, Two (2) Dome M3075-V security cameras, One (1) Dome M3066-V security cameras. Installation includes hardware, system licenses, programming and configuration unless otherwise stated. The attached agreement has detailed information regarding the equipment and installation of the cameras. Legal, Contract Audit, IT and Budget have reviewed this agreement. The Department point of contact is Dwayne Gossett. Funding Source is 445P CSCD OFFICE EXP/445A/task 12.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement and addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/27/2022 09:41 AM
County Judge Exec Asst.	Becky Pruitt	01/27/2022 09:43 AM
Form Started By: Andrew Portillo		Started On: 01/26/2022 01:33 PM
Final Approval Date: 01/27/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM
FOR ARPA ACT PURCHASE(S)
(Knight Security Systems, LLC)

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 **Knight Security Systems, LLC** (hereinafter "Service Provider" or "Knight Security" or "Recipient"). Customer agrees to engage Knight Security 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. Knight Security's Proposal/Quote [redacted] for the Liberty Hill Adult Probation Project;
B. DIR-CPO-4494, including addenda; and
C. This County Addendum for Purchase of Goods and Services under ARPA Act funding.

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 thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods received.**

IX.

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

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.

Additional Requirements Related to The American Rescue Plan Act (ARPA) (C.F.D.A. 21027):

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.
   a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into

with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis

of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Treasury employee responsible for contract or grant oversight or management;
   v. An authorized official of the Department of Justice or other law enforcement agency;
   vi. A court or grand jury; or
   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

XIV.

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:	KNIGHT SECURITY:
_____	_____
Authorized Signature	Authorized Signature
Date: _____, 2022	Date: 1/26/2022, 2022

[redacted]

Wilco-LH-Adult Probation cameras V2

Prepared for:

Don Heflin

Williamson County - Liberty Hill Adult Probation
3803 Hwy 1869
Libery Hill TX, 78642

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

Proposal Issued:
1/13/2022

Proposal Valid To:
2/12/2022

Prepared by:

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

4509 Freidrich Lane
Suite 110
Austin, TX 78744

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DESCRIPTION

CLIENT INFORMATION

Name: Williamson County - Liberty Hill Adult Probation

Site	**Billing**	**Contact**
3803 Hwy 1869 Libery Hill, TX 78642	3803 Hwy 1869 Libery Hill, TX 78642	Don Heflin, IT-Systems **P** (512) 409-6222 **E** don.heflin@wilco.org

PROJECT NAME: Wilco-LH-Adult Probation cameras V2

PROJECT SCOPE OF WORK

DIR-CPO-4494
Knight Security Systems (KSS) will provide and install Security additions for Wilco-Liberty Hill-Adult Probation Center.

System installation includes hardware, system licenses, programming, and configuration unless otherwise stated.

General Scope of Work : Video Surveillance System additions

- Seven IP Axis security cameras, mounts, Genetec licenses and programming
  - Four P3719-PLE Exterior rated cameras (corner mounted) viewing the exterior areas
  - Two M3075-V Interior rated dome cameras (ceiling mounted)
  - One M3066-V Interior rated dome cameras (ceiling mounted)
  - KSS provided cameras, mounts, cabling, terminations, licenses and programming
  - Cabling will be run to the data rack in the IDF

Client Initials:_____

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New camera license(s) will be added to the existing video server and will impact the available storage. Based on normal exterior conditions a 30 day storage will need 11.2TB of estimated space.
KSS will enroll the cameras and set up basic motion detection.

Customer Provided Items

- PoE switches and patch panels
- Network configurations for connection of devices to Customer's network
- IP address assignments

Finance

Purchaser hereby agrees to pay KSS the following terms:

Project Milestones and Invoicing Procedures

- The Customer is required to pay every invoice in full within 30 days of receiving the invoice.
- Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

Client Initials:_____

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Any changes from the base price will be adjusted with approved change orders from the Customer.

Engineering - Not included with this scope.

Cabling & Wiring - IS included with this scope.

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

Programming
KSS trained personnel will program the security system to provide a functioning operational system. KSS will program each device according to the system matrix provided in the security plans or to match the existing naming convention.

Rental Equipment - Not included with this scope.

Testing
KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. The final system test report will be sent to all parties.

Training - Not included with this scope.

Conditions and Qualifications

- Customer shall designate a single point of contact for Knight Security. Designated person will coordinate among all departments or agencies and will have authority to make project related decisions and provide final acceptance.
- Work provided by Knight Security, including training, is assumed to be during normal business hours; 7a-5p M-F excluding holidays.
- 120vac, space for control panels, switch, and UPS in a centrally located closet in a climate controlled space provided by Owner.
- Cables will be routed in the accessible ceilings or exposed when attached to building structure. Conduit or other metallic raceway is not included in this proposal unless stated above.
- KSS is not responsible for any existing devices being reused. A quote will be provided to the customer for any devices that are found to be defective or inoperable.
- KSS is not responsible for any damages left from the removal of existing devices. The Customer is responsible for patching and repairing any damages left from the removal of existing devices.

DIR CPO-4494
Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.

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

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

Client Initials:_____

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

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

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

PROJECT INVESTMENT

Estimate

QTY	Description	Unit Price	Ext.Price
7	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	$11.22	$78.54
7	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	$14.86	$104.02
7	1 camera connection	$176.31	$1,234.17
7	GenetecAdvantage for 1 OmnicastEnterprise Camera	$35.26	$246.82
7	DIR- Project Install Kit	$72.73	$509.11
1	AXIS M3066-V is an ultra-compact, indoor fixed min	$286.26	$286.26
2	AXIS M3075-V is an ultra-compact, indoor fixed min	$231.96	$463.92
4	AXIS P3719-PLE Network Camera is a compact 15-mega	$1,240.46	$4,961.84
4	Corner Bracket. Requires AXIS T91A61 Wall Bracket.	$61.29	$245.16
4	Chromated and powder coated aluminum wall mount wi	$65.17	$260.68
4	AXIS T94N01D Pendant Kit comprises a weathershield	$69.04	$276.16
4	23-4P UNS SOL CMP C6 Ylw Jkt - 500 ft	$180.74	$722.96

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$2,100.00

Investment Summary

Total Equipment	**$9,389.64**
Total Labor	**$5,236.35**
Total Proposal Amount	**$14,625.99**

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

Client Initials:_____

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Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **$14,625.99**

Annual Recurring **$2,100.00**

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

Grand Total $ 16,725.99

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

COUNTY:
WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative
Capacity:

Date: _____, 20_____

KNIGHT SECURITY SYSTEMS:

By: _____

Printed Name: Kevin Garlick

Representative
Capacity: Account Manager

Date: 1/13/2022, 20_____

Client Initials:_____

Commissioners Court - Regular Session **19.**

Meeting Date: 02/01/2022

Approval of Agreement for Preventative Maintenance Secure Assurance Plan with Automated Logic Contracting for Facilities Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Services Contract between Williamson County and Automated Logic Contracting Services to provide the Preventative Maintenance Secure Assurance Plan in the amount of $31,358.00, per BuyBoard Contract #631-20, and authorizing execution of the agreement.

Background

This service agreement is for Williamson County's automated logic system which is the HVAC/lighting central control system. It will cover the automation equipment and systems throughout Williamson County facilities. This multi-year agreement will run from 2/1/22 through 9/30/25. Annual price adjustments are noted within the agreement. Point of Contact is Jeffrey Hancock and Christi Stromberg. Funding Source is 01.0100.0509.4500 for FY 22.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/27/2022 06:47 AM
County Judge Exec Asst.	Becky Pruitt	01/27/2022 08:09 AM
Form Started By: Kim Chappius		Started On: 01/26/2022 09:53 AM
Final Approval Date: 01/27/2022		

Automated Logic
Contracting Services
Assurance Plan

Prevent Level

Date:	December 10, 2021
Project Name:	Williamson County – BAS Service Agreement
Prepared For:	Thomas Solis Williamson County Facilities Dept. 3151 SE Inner Loop Georgetown, TX 78626
Prepared By:	Jake Stuckey Service Sales Engineer (512) 550-0851 Jake.stuckey@carrier.com

BuyBoard Proposal

BuyBoard Proposal No. 631-20: HVAC Equipment, Supplies, and Installation of HVAC Equipment

AutomatedLogic

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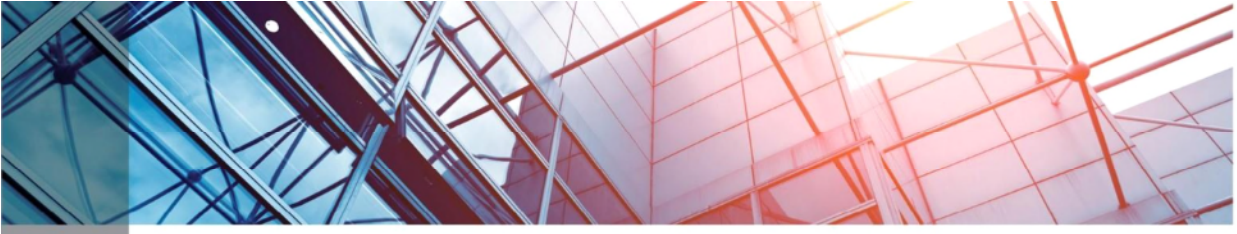
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Detailed Description of General Maintenance. 8-10

Service Agreement 11-12

Terms and Conditions 13-14

Williamson County Terms and Conditions Addendum 15



General Services

Included here is a brief overview and description of the different services provided in this Secure Assurance plan.

Facility management consulting
A dedicated service account manager will provide on-site consulting services that specifically address your facility needs. We will work with you to help define operational practices that facilitate your business needs based on our discussions and findings during our service visits.

Service history and reporting
During each site visit, our service specialist will discuss material used, labor required, and work performed along with any additional findings or concerns.

Database protection and backup
Automated Logic helps ensure the WebCTRL® configuration and history are preserved in a secure location. Backup will remain in customer's possession.

Software maintenance
Revisions and updates to purchased software drivers (firmware) are provided free of charge.

Remote system diagnostics
A factory trained service specialist will perform remote WebCTRL® system verification procedures through secure network interface. We will include these findings in our history and reporting. (Customer must have remote access ability)

24/7 call-center support
Remote assistance is available 24 hours a day, seven days a week. We will respond to your call with an experienced service specialist who will interrogate and triage your concern. Should a site visit be required, we will work with you to determine the best time to dispatch our specialist.

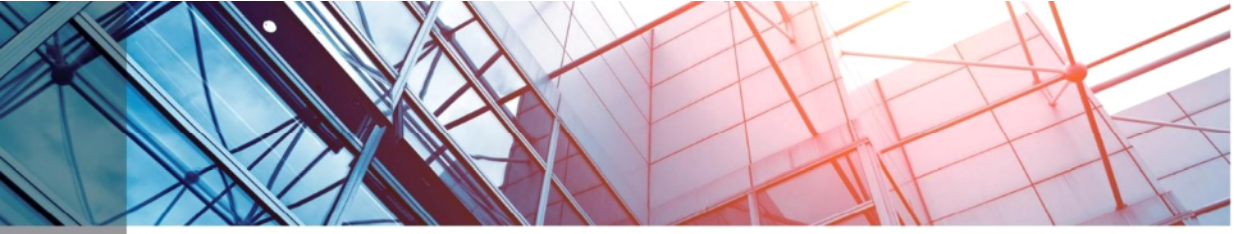
Preferred labor rates
Receive discounted hourly rates for service visits/projects that are outside of the regularly scheduled visits. Rates listed in Service Agreement Section.

Preferred replacement parts pricing
Receive a 50% discount on master list pricing for ALC parts.

Online/Remote support
Automated Logic provides remote facility operation support during normal business hours. Within the parameters of our agreement, our team of specialists will assist you in keeping your facility operating.

Onsite response < 1 business day
For time-sensitive matters that cannot be resolved remotely, a service technician will be onsite within one business day.

Training
Automated Logic will provide one (1) onsite training session annually for facilities and maintenance staff. Or, in lieu of the onsite training Automated Logic will provide 50% off one (1) factory certified 2-day advanced training course.



General Services

Detailed Annual audit

Our service account manager and service specialist will perform a detailed on-site audit on the building automation systems listed below. They will review operational history and current state of control system. They will provide a report with findings and a recommended plan of action to modernize system.*

- *Williamson County Animal Shelter – 1855 SE Inner Loop, Georgetown, TX 78626*
- *Williamson County and Cities Health District – 355 Texas Ave, Round Rock, TX 78664*
- *Williamson County Emergency Services Operations Center – 911 Tracy Chambers Ln, Georgetown, TX 78626*
- *Williamson County Expo Center – 5350 Bill Pickett Trail, Taylor, TX 76574*

*Buildings listed to be audited in term FY1. Buildings to be audited in future terms will be determined at later date.



Clarifications and Exclusions

Clarifications:

- This proposal is based on labor during normal business hours. (8am-5pm weekdays)

Exclusions:

- Mechanical repairs
- Taxes are not included in price
- Painting and/or patching of walls
- Demolition and/or cleanup
- Removal, handling, or transporting any hazardous material
- Parts and labor warranty

Equipment Exclusions:

- All items not directly terminated to an Automated Logic control module are excluded from this agreement. Such items include but are not limited to fan motors, pump motors, fuses, disconnects, motor starters, smoke detectors, fire alarms, variable speed drives, air compressors, exhaust air valves, humidifiers, heating coils or any computer hardware or DDC controllers not provided by Automated Logic.
- Any control devices not originally installed by Automated Logic.
- Any control wiring or pneumatic tubing outside Automated Logic control panels, variable speed drives, combination fire/smoke dampers and actuators.



Contacts

The following controls professionals at Automated Logic are listed for your convenience whenever you need to contact us:

Your Service Account Manager: Pablo Del Abra will be managing the management and execution of this contract and will be your primary contact for its duration.
Contact at: 726-203-1344 or pablo.delabra1@carrier.com

Your Service Contract Specialist: Jake Stuckey has been instrumental in preparing this proposal.
Contact at: 512-550-0851 or jake.stuckey@carrier.com

Your Dispatch Supervisor and Accounting Contact: Janet Anderson schedules preventive maintenance visits, emergency calls, and manages priorities
Contact at: 281-694-0659 (Follow the Phone Prompts) or janet.anderson@carrier.com

Your Service Support Associates: Russel Brown and Bob Jones are responsible for providing Remote Technical support during normal business hours.
Contact at: 210-658-0900 (follow prompt for remote service) or AustinService@carrier.com

Your Emergency After Hours Service: Automated Logic After Hours Call Center will connect you to the available on call System Specialist.
Contact at: 210-658-0900 (follow prompt for emergency)

Your Area Service Manager: Sofiene "Cash" Cashnowi serves as Head of Service Department. Contact at: 281-694-0674 or sofiene.cashnowi@carrier.com

Your Branch Manager: Nick Sickmen serves as General Manager of Automated Logic Southwest.
Contact at: 281-694-0632 or nick.sickmen@carrier.com

General Office Information:

Automated Logic Contracting Services
555 E. Ramsey Rd.
San Antonio, TX 78216

Phone: 210-318-2615

SanAntonioService@carrier.com
AustinService@carrier.com
RioGrandeValleyService@carrier.com

Parts: eparts@carrier.com



Preventative Maintenance Schedule

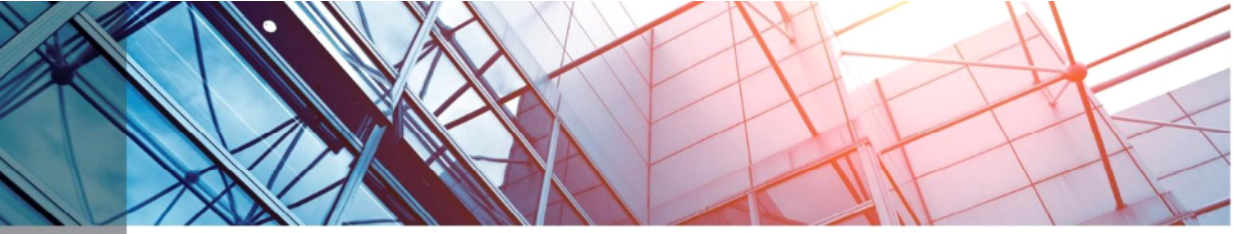
Automated Logic Contracting Services Inc. (ALCS) will provide the services of a service specialist for One (1) day each month. Scheduled visits are to be used at the owner's discretion for Service Items (i.e. fixing issues, replacing hardware, system enhancements). In addition to the monthly service visits, ALCS will perform scheduled preventative maintenance on building automation systems as detailed below. Preventative maintenance checklists are found in the Detailed Description of General Maintenance of this contract.

PREVENTATIVE MAINTENANCE SCHEDULE

Term 1: FY 1 (02/1/2022-09/30/2022) • PM Locations: ○ Sheriff Office – Taylor ○ Taylor Health Clinic ○ Taylor Annex ○ JP4 ○ Central Maintenance Facility ○ Road & Bridge ○ Sign Shop ○ Southwest Regional Parks HQ ○ Round Rock Annex Bldg A ○ Round Rock Annex Bldg B	Term 2: FY 2 (10/1/2022-09/30/2023) • PM Locations: ○ Inner Loop Annex A ○ Inner Loop Annex B ○ Cedar Park Annex ○ Parking Garage ○ Juvenile Justice Center ○ Wireless/Radio Shop ○ Impound/Inspections ○ EMS Training ○ Sheriff Office Training Center ○ Animal Shelter
Term 3: FY 3 (10/1/2023-09/30/2024) • PM Locations: ○ Emergency Service Operations Center (ESOC) ○ Georgetown Annex ○ Georgetown Health Dept. ○ Justice Center ○ Expo Center ○ WCCHD Office ○ Round Rock Jester ○ Public Safety ○ Historic Courthouse	Term 4: FY 4 (10/1/2024-09/30/2025) • PM Locations: ○ Sheriff Office Admin ○ Jail ○ Georgetown Tax/Internal Audit ○ Facilities ○ Facilities Warehouse ○ Children Advocacy Center ○ Central Texas Treatment Center ○ Lott ○ 303 MLK ○ 305 MLK

*PM schedule based on existing BAS systems in Williamson County as of 2022

** ALC and Williamson County HVAC Supervisor or designee will work together on PM scheduling changes, as needed.



Detailed Description of General Maintenance

(Some test items may require *prior* approval before performing)

DATABASE BACKUP PROTECTION

Databases hold the values programmed into your systems, and the latest settings and algorithms that are the heart of the DDC control system. To preserve the integrity of the system and provide the ability to restore the system after problems occur, controller database backups will be performed for the following:

- Workstations
- Servers
- Master controllers
- Field controllers
- Gateways and Routers

Database Backup Protection will create a backup to assure that your system can be restored to operating condition after data or system damage. Backups are arranged during normal business hours and will be performed during scheduled visits. The backup copy is stored at the site under your care.

BUILDING AUTOMATION SYSTEM SERVER

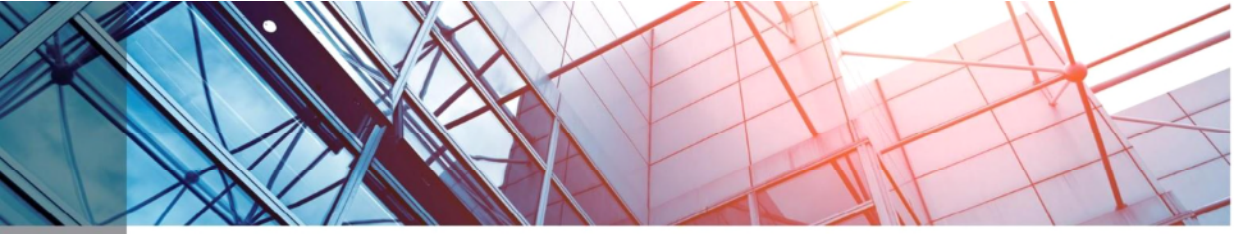
- Shutdown the Building Automation System server software and do a complete backup of the database.
- Shutdown the Building Automation System server itself and clean the exterior and interior of the server.
- Restart the Building Automation System server and clear all browser history.
- Run the ODBC compression tool.
- Run Windows Disk Clean up and Defrag, and reboot the server.
- Install Critical Windows updates.
- Install and test Remote Administrator software (if not already installed).
- Check system time and run module time synchronization.
- Check alarm log and discuss with the customer.
- Check and correct graphics for any errors and discuss with the customer.
- If any graphics or programs have been edited, shutdown the Building Automation System server software and do a complete backup of the database make two copies return one to the office and leave one on site.
- Restart Building Automation System and verify system is operating correctly.
- List any issues on your service ticket and discuss with the customer.

DRIVER UPDATE

- Update WebCTRL drivers per standard procedure.

AIR HANDLING UNITS

- Verify that AHU is being controlled at the appropriate values, while the fan is operating.
- Change one set point value; verify smooth transition and stable control at the new set point.
- Return set point to original value. Repeat for each additional control loop, if any.
- Verify that controlled valves and dampers will stroke fully in both directions, sealing tightly where appropriate.
- Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.
- Verify the setting/operation of the low temperature safety device, if applicable.
- Verify the operation of the cooling, pre-heat, reheat, & humidity control device, if applicable.
- Field test any alarm device or sensor and verify alarm condition is reported properly.
- Verify sensors are within acceptable range, calibrate if applicable.
- Check associated controller(s) and expansion modules for proper 24 Volt power and communication.
- Inspect wiring for signs of corrosion, fraying and discoloration, defective shielding or shield grounding.
- Clean enclosure exterior surfaces & Remove excessive dust from internal surfaces.
- Document any issues and discuss "Corrective Maintenance" options with customer.



AutomatedLogic

Detailed Description of General Maintenance

CHILLED WATER SYSTEM

- Verify system is enabled and system components are in the automatic position.
- Verify reasonable readings are received into the system from the Outside Air Temperature/Relative Humidity sensor.
- Ensure enable/disable or lockout setpoints are reasonable for the application and equipment i.e. air cooled, liquid cooled etc.
- Confirm setpoints or optimized setpoints are in the proper range for equipment
- Confirm chilled water supply and return temperature readings are reasonable for the condition of the system (prior to startup).
- Confirm with the operator the system water levels are full i.e. chilled water.
- Confirm chilled water supply and return temperature readings are reasonable for the condition of the system (post startup).
- Note any deficiencies.
- Confirm flow readings are reasonable for the amount of pumps running, if available.
- Enable Pump rotation sequence to confirm failure recovery. This process should be initiated once for the amount of pumps present. Note any deficiencies.
- If equipped with VFD's adjust setpoint of process variable i.e. flow or differential pressure and confirm the control loop responds appropriately. Restore setpoint to original setting and note any deficiencies.
- Enable chiller rotation as applicable and be sure to allow for adequate runtime in between rotation in order to avoid the short-cycle of the cooling equipment. Note any deficiencies.
- Adjust parameters to allow for staging of equipment as applicable. Return parameters to original values once complete.
- Verify critical alarm reporting & Trend Configuration
- Test Chiller Manager roll-over sequence of recovery if equipped.
- Return parameters to original values once complete.
- Note any deficiencies of all of the above tests in detail on service report.
- Make any recommendations on findings to Facility Manager.

ROOF TOP UNIT

- Verify that RTU is being controlled at the appropriate values, while the fan is operating.
- Change one set point value; verify smooth transition and stable control at the new set point.
- Return set point to original value. Repeat for each additional control loop.
- Verify that heating stages & cooling stages enable & disable.
- Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.
- Field test any alarm device or sensor and verify alarm condition is reported properly.
- Verify sensors are within acceptable range, calibrate if applicable.
- Check associated controller(s) and expansion modules for proper 24 Volt power and communication.
- Inspect wiring for signs of corrosion, fraying and discoloration, defective shielding or shield grounding.
- Clean enclosure exterior surfaces & Remove excessive dust from internal surfaces.
- Document any issues and discuss "Corrective Maintenance" options with customer



AutomatedLogic

Detailed Description of General Maintenance

FAN COIL UNITS

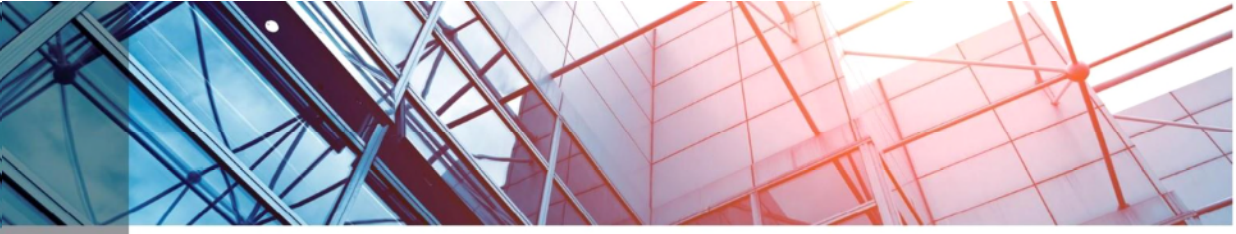
- Verify that FCU is being controlled at the appropriate values.
- Change temperature set point value; verify smooth transition and stable control at the new set point.
- Return set point to original value.
- Verify that controlled valve(s) will stroke fully in both directions, sealing tightly where appropriate.
- Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.
- Field test any alarm device or sensor and verify alarm condition is reported properly.
- Verify sensors are within acceptable range, calibrate if applicable.
- Check associated controller for proper 24 Volt power and communication.
- Return parameters to original values once complete.
- Note any deficiencies of all of the above tests in detail on service report.
- Make any recommendations on findings to Facility Manager.

VARIABLE AIR VOLUME BOX

- Verify that VAV is being controlled at the appropriate values.
- Change temperature set point value; verify smooth transition and stable control at the new set point.
- Verify the operation of reheat device, if applicable
- Return set point to original value.
- Verify that controlled valves and dampers will stroke fully in both directions, sealing tightly where appropriate.
- Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.
- Field test any alarm device or sensor and verify alarm condition is reported properly.
- Verify sensors are within acceptable range, calibrate if applicable.
- Check associated controller for proper 24 Volt power and communication.
- Document any issues and discuss "Corrective Maintenance" options with customer.

COMPUTER ROOM AIR CONDITIONER

- If room is only monitored by zone sensor, check zone sensor and alarm function. If A/C unit is controlled by EMS, perform checklist below.
- Verify system is enabled and system components are in the automatic position.
- Confirm reasonable reading on monitoring temperature / humidity devices.
- Review integration points for valid communication with EMS.
- Compare readings at local display match those monitored through interface provided through EMS.
- Ensure enable/disable or lockout setpoints are reasonable for the application and equipment.
- Confirm setpoints are in the proper range for equipment.
- Adjust parameters to allow for staging of equipment as applicable.
- Return parameters to original values once complete.
- Note any deficiencies of all of the above tests in detail on service report.
- Make any recommendations on findings to Facility Manager.



Service Agreement (Continued)

Customer Name: Williamson County **Submitted By:** Jake Stuckey

Scope of Service

- Automated Logic Contracting Services Inc. (ALCS) will provide the services of a service specialist for One (1) day each month. Scheduled visits are to be used at the owner's discretion for Service Items (i.e. fixing issues, replacing hardware, system enhancements). In addition to the monthly service visits, ALCS will perform scheduled preventative maintenance on building automation systems as detailed in the PM schedule above. Preventative maintenance checklists are found in the Detailed Description of General Maintenance of this contract.
- Automated Logic will provide one (1) onsite training session annually for facilities and maintenance staff. Or, in lieu of the onsite training Automated Logic will provide 50% off one (1) factory certified 2-day advanced training course.
- ALCS will perform (4) detailed BAS audits during each term defined below. Building audits for FY1 are listed under the General Services section of this contract. Buildings to be audited in FY2, FY3, and FY4 will be determined at the customer's discretion prior to the beginning of the next term, provided they are of similar size and scale.
- ALCS will provide the services listed under the General Services section of this contract.

Agreement Term/Automatic Renewal:

This Agreement takes effect on ***February 1st, 2022***. It will continue for an original agreement term of **44 months.**

Agreement Price/Billing

The annual amount indicated will be paid to Automated Logic in annual payments. Payments are due and payable when the customer receives the invoice of the services to be provided.

Term		*Billing*
FY1	*February 1, 2022 – September 30, 2022*	*($3,919.75/month) $31,358.00 Total*
FY2	*October 1, 2022 – September 30, 2023*	*($4,115.75/month) $49,389.00 Total*
FY3	*October 1, 2023 – September 30, 2024*	*($4,321.58/month) $51,859.00 Total*
FY4	*October 1, 2024 – September 30, 2025*	*($4,722.17/month) $56,666.00 Total*

Preferred rates under Assurance Plan (outside of scheduled visits)

Term	*System Specialist*	*Engineering*
FY1	*$139.00/hr*	*$154.00/hr*
FY2	*$165.00/hr*	*$170.00/hr*
FY3	*$173.00/hr*	*$178.50/hr*
FY4	*$181.00/hr*	*$187.50/hr*

Acceptance and Approval

This Agreement will become binding upon signature by Customer and signature by an ALCS representative.

This Agreement is subject to the Terms and Conditions attached and incorporated in this Agreement.

	Graham Cherwenuk
Williamson County Acceptance (typed/printed name)	Automated Logic Contracting Services Inc. Acceptance (typed/printed name)
	Business Manager
Title	Title
Customer Acceptance (signature)	Automated Logic Contracting Services Inc. (signature)

BuyBoard Proposal

BuyBoard Proposal No. 631-20: HVAC Equipment, Supplies, and Installation of HVAC Equipment is incorporated herein as if copied in full.



AutomatedLogic

Standard Terms & Conditions of Sale

1. **REMOVED BY WILLIAMSON COUNTY**.

~~**PAYMENT AND TAXES –** Payment shall be made net 30 days from date of invoice. Automated Logic reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Automated Logic determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall pay Automated Logic any taxes or government charges arising from this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Automated Logic with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of services being rendered~~

2. **SCOPE OF WORK/EXCLUSIONS –** Repair to building construction, plastering, patching and painting are excluded. Customer agrees to provide Automated Logic with required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.) without charge. Automated Logic agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge Automated Logic for any costs or expenses without Automated Logic's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Automated Logic under this Agreement, Automated Logic's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by Automated Logic shall not operate to compel Automated Logic to perform any work relating to Hazards without Automated Logic's express written consent. Services performed at customer's direction outside of the scope of this Agreement will be billed at our scheduled rates.

3. **EXTRAS –** Work and material in addition to or different from that stated herein, and changes in drawings, specifications or time of performance, shall be considered as extras, and shall entitle Automated Logic to an adjustment in the contract price and the delivery schedule.

4. **EMERGENCY SERVICE WORK –** If emergency service is performed at Customer's request and inspection does not reveal any defects for which Automated Logic is liable under this Agreement, Customer shall pay for such work at Automated Logic's prevailing time and material rate.

5. **SHIPMENT/PARTIAL SHIPMENT/RETURNS –** All product shipments shall be F.C.A. shipping point (Incoterms 2010), freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Automated Logic does not guarantee a particular date for shipment or delivery. Automated Logic shall have the right to ship any portion of equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment. No goods will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

6. **DELAYS –** Automated Logic shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Automated Logic's control, including, but not limited to, acts of God or of the public, acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer, Owner or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Automated Logic is delayed in manufacturing, shipping, delivery or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Automated Logic, Automated Logic agrees to notify Customer in writing as soon a practicable of the causes of such delay, and Automated Logic shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Automated Logic under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Automated Logic shall be excused from furnishing said materials or equipment.

7. **WARRANTY –** Automated Logic warrants to Customer that the Work performed by Automated Logic hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. Automated Logic warrants that all equipment manufactured by Automated Logic Corporation and all Automated Logic equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Automated Logic shall at its option repair or replace, F.C.A. point of sale (Incoterms 2010), any equipment, part or component sold by Automated Logic and determined to be defective within one (1) year from the date Customer has beneficial use. Automated Logic does not warrant products not manufactured by Automated Logic, but it does pass on to Customer any available manufacturer's warranty for such products. Automated Logic warrants that all services provided by Automated Logic hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Automated Logic shall at its option re-perform or issue a credit for such service. Automated Logic's obligations as set forth herein shall be Customer's exclusive remedy. Automated Logic shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation when not installed by Automated Logic, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Automated Logic. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Customer's use of any software provided under this Agreement is licensed (if applicable) and governed by the applicable end user license agreement.

8. **WORKING HOURS –** All services performed under this Agreement, including major repairs, are to be provided during Automated Logic's normal working hours unless otherwise agreed in writing.

9. **CHANGE ORDERS/ADDITIONAL WORK –** Automated Logic will not perform additional work until such time as Automated Logic receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement.

10. **CUSTOMER RESPONSIBILITIES –** Customer shall: provide safe and reasonable access to the job site and equipment being serviced; provide a safe work environment; keep areas adjacent to equipment free of extraneous material; move any stock, fixtures, walls, partitions, ceilings, enclosures or such other property as may be necessary to perform the specified work; promptly notify Automated Logic of any unusual operating conditions; operate any equipment supplied hereunder properly and in accordance with instructions; and identify and label any asbestos containing material that may be present. The Customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the Customer will also provide in writing the method used to determine the absence of asbestos. If online service via modem is being provided, the Customer shall provide and maintain, at Customer's cost, a voice grade dial-up telephone line or internet connection installed in a mutually agreed upon location.

11. **LIMITATION OF LIABILITY –** Under no circumstances shall Automated Logic be liable for any indirect, incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Automated Logic shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Automated Logic's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Automated Logic's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Automated Logic under this Agreement. The aggregate liability shall not limit the liability of Automated Logic for any injury to, or death of a person, caused by its gross negligence.

12. **CUSTOMER TERMINATION FOR DEFAULT –** Customer shall have the right to terminate this Agreement for Automated Logic's default provided Automated Logic fails to cure such default within thirty (30) days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Automated Logic shall have free access to enter Customer locations to disconnect and remove any and all Automated Logic-owned parts, tools and personal property. Additionally, Customer agrees to pay Automated Logic for all incurred but unamortized service costs performed by Automated Logic including overhead and a reasonable profit.

13. **AUTOMATED LOGIC TERMINATION –** Automated Logic reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Automated Logic. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Automated Logic may terminate this Agreement without liability.

14. Deleted.



Standard Terms & Conditions of Sale (Continued)

15. GOVERNMENT PROCUREMENTS –

(a) COMMERCIAL ITEMS – The components, equipment and services provided by Automated Logic under this Agreement are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Automated Logic's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Automated Logic will not agree to provide or certify cost or pricing data, nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Automated Logic.

(b) WHERE AUTOMATED LOGIC IS SUBCONTRACTOR – Where Automated Logic is subcontractor, Automated Logic is agreeing to perform a private subcontract for the sale of a commercial item on a fixed-price basis to Customer (a private entity) and as such there shall be no Federal Acquisition Regulations (FARs), DFARS, CFRs, or any other government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by Automated Logic. In addition, Automated Logic will not agree to provide or certify cost or pricing data nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). Automated Logic refers to FAR 52.244-6, "Subcontracts for Commercial Items and Commercial Components."

16. HAZARDOUS MATERIALS – If Automated Logic encounters any asbestos or other hazardous material while performing this Agreement, Automated Logic may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Automated Logic's performance shall be extended accordingly, and Automated Logic shall be compensated for the delay.

17. OCCUPATIONAL SAFETY AND HEALTH – Automated Logic and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

18. ENTIRE AGREEMENT, ASSIGNMENT and MODIFICATION - This Agreement, including the attached Williamson County Terms and Conditions Addendum, contains the complete and exclusive statement of the agreement between Automated Logic and Customer and supersedes all previous or contemporaneous, oral or written, statements. Automated Logic may assign this Agreement only with Customer's prior written consent. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.

19. CUSTOMER CONSENT - Customer consents and agrees that Automated Logic may, from time to time, publicize Automated Logic related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

20. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

21. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Automated Logic retains ownership of its intellectual property and no license to Automated Logic's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

22. DATA PRIVACY – Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement.

23. REMOTE MONITORING

(a) DATA RIGHTS - Customer hereby grants and agrees to grant to Automated Logic a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Automated Logic's performance of services pursuant to this Agreement, (ii) the improvement of Automated Logic services, and Automated Logic's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Automated Logic agreements.
Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Automated Logic's database, data lake, or third party cloud service).
Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Automated Logic, affiliates or suppliers of Automated Logic, and/or Customer.

(b) RETURN OF DATA - Customer understands and acknowledges that Automated Logic will collect Source Data that will be stored on and/or transmitted to Automated Logic's servers and to suppliers or affiliates that are contracted by Automated Logic and used to transmit, process, extract or store such Source Data for purposes of Automated Logic's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Automated Logic's servers, Customer agrees that such data and information shall become part of Automated Logic's database and therefore subject to the license terms under section 23(a).

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

Williamson County Terms and Conditions Addendum

1. **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.
2. **Right to Audit:** Automated Logic agrees that the Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Automated Logic which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Automated Logic agrees that the Customer shall have access during normal working hours to all necessary Automated Logic facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Customer shall give Automated Logic reasonable advance notice of intended audits.
3. **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.
4. **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.
5. **BuyBoard # 631-20:** Mandatory terms required by BuyBoard # 631-20, including addenda, are incorporated herein as if copied in full and supersede any conflicting terms in this Contract.
6. **Mediation**: The parties agree to use mediation for dispute resolution, prior to any formal legal action being taken on this Contract.
7. **Venue and Governing Law**: Venue of this Contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

	Graham Cherwenuk
Williamson County Acceptance (typed/printed name)	Automated Logic Contracting Services Inc. Acceptance (typed/printed name)
	Business Manager
Title	Title
Customer Acceptance (signature)	Automated Logic Contracting Services Inc. (signature)

Commissioners Court - Regular Session **20.**

Meeting Date: 02/01/2022

Approve Agreement for Fence Installation at Liberty Hill CSCD with Lott Fence for Facilities Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a service contract between Williamson County and Danne Cranor d/b/a Lott Fence to provide installation of a new fence at the Williamson County Auction Yard, in the not-to-exceed amount of $4,267.84 and authorizing execution of the agreement. Funding Source is 445P CSCD OFFICE EXP/445A/task 12.

Background

This agreement is for the installation of a double swing gate frames on existing H braces at the Williamson County CSCD. The department received 3 quotes for this service and Lott Fence provided the best price to the County. Department point of contact is Dwayne Gossett.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract & quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/27/2022 07:15 AM
County Judge Exec Asst.	Becky Pruitt	01/27/2022 08:07 AM
Form Started By: Andrew Portillo		Started On: 01/25/2022 12:58 PM
Final Approval Date: 01/27/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM
FOR ARPA ACT PURCHASE(S)
(Danne Cranor d/b/a Lott Fence)

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 **Danne Cranor d/b/a Lott Fence** (hereinafter "Service Provider" or "Lott Fence" or "Recipient"). Customer agrees to engage Lott Fence 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. Danne Cranor d/b/a Lott Fence Quote/Contract dated January 14, 2022 (Fence/gate installation at 3803 FM 1869); and
B. This County Addendum for Purchase of Goods and Services under ARPA Act funding.

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 thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods received.**

IX.

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

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.

Additional Requirements Related to The American Rescue Plan Act (ARPA) (C.F.D.A. 21027):

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.
   a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into

with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis

of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Treasury employee responsible for contract or grant oversight or management;
   v. An authorized official of the Department of Justice or other law enforcement agency;
   vi. A court or grand jury; or
   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

XIV.

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:	LOTT FENCE:
_____	David Daniel Lott
Authorized Signature	Authorized Signature
Date: _____, 2022	Date: 1-26, 2022

LOTT FENCE

P.O. Box 1597 • Round Rock, Texas 78680
(512) 845-4719 · LottFence@aol.com
www.LottFence.com

LF

CONTRACT

Date 5-14-22

Name Williamson County Erected At 3803 FM 1869

Bill To _____ City _____ State/Zip _____

This contract is made with the understanding and agreement that the Purchaser will locate and make plainly visible all property pins or place stakes for all end, corner and gate posts for the erection or repair of the fence. The Purchaser also assumes full responsibility for same thus Lott Fence is relieved of all liability for placement of fence. The lines for the erection or repair of the fence will be cleared by the Purchaser. Lott Fence is not responsible for any damages to underground installations such as sprinklers, waterlines, cables, sewers, wiring, pipes, tubing, conduits, drains, or such unless location of said installations are plainly marked off above ground as to their exact location. Fencing and especially wood fences are not free from knots, splits, wane, spikes, checking, warps, stains, gouges, cherl, spots, cracks, and other imperfections. A fence is not a substitute for landscaping. In reference to fence line grade, uneven terrain will have more grade breaks while flatter surfaces will have fewer grade changes. Ground is never "bubble level" or "straight" in dealing with fence line grade. The bottoms of fences sometimes have ground contact in areas, and fence bottoms often have gaps in other locations due to grade. Lott Fence is never responsible for closing gaps at the bottom of a fence or a gate. All information printed here is accepted by the Purchaser.

_____ FT. _____ FT. HIGH _____ FENCE @ _____ FT. $ _____

PICKET SIZE _____ PICKET GRADE _____ PICKET STYLE _____

_____ SINGLE WALK GATE(S) _____ @ _____ EA. $ _____

_____ DOUBLE DRIVE GATE(S) _____ @ _____ EA. $ _____

RAILS _____ POSTS _____

_____ FT. _____ FT. HIGH CHAIN LINK FENCE _____ GAUGE FABRIC @ _____ FT. $ _____

LINEPOST SIZE (O.D. X LENGTH) _____ x _____ GAUGE _____

TOP RAIL SIZE (O.D. X LENGTH) _____ x _____ GAUGE _____

_____ TERMINALS (O.D. X LENGTH) _____ x _____ GAUGE _____ @ _____ EA. $ _____

1-Double Swing GATE(S) 2" FRAME SIZE 3'6" OPENING ±4' HIGH @ _____ EA. $ _____

_____ GATE(S) _____ FRAME SIZE _____ OPENING _____ HIGH @ _____ EA. $ _____

DETAILS: Install raw steel double swing gate frames @ _____ PR. $ _____

DETAILS: on existing ft. braces. Install gate LF @ _____ PR. $ _____

DETAILS: hot-back. Gate frames are LF barrier @ _____ PR. $ _____

DETAILS: gate style. SN @ _____ PR. $ _____

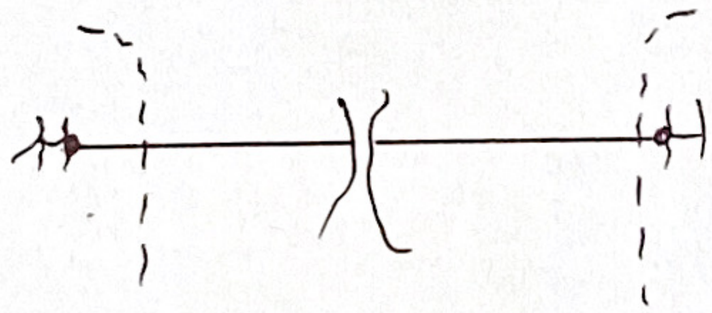
▲ = DENOTES FINISH SIDE

DIAGRAM

TOTAL CONTRACT $ 426784

TAX EXEMPT

← 1869 →



TERMS: Payment of total balance is due immediately upon completion of job.

MECHANICS LIEN: All materials supplied shall remain the property of Lott Fence until all sums due are paid in full.

Accepted By Purchaser _____

Home # _____ Work # _____

Fax # _____ Other # _____

_____
LOTT FENCE

Commissioners Court - Regular Session **21.**

Meeting Date: 02/01/2022

Jail/CJC Master Plan (P432) Supplemental Agreement 1 to PSA1-Johnston, LLC

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 Supplemental Agreement No. 1 to Agreement for Design & Engineering Services with Johnston, LLC for the Jail/CJC Master Plan (P432.) Due to changes in classification of this project, the contract is being extended Sixty days (60) for a new termination date of April 21, 2022. Point of contact is Tom Stanfield, Senior Project Manager, Facilities Department.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jail/CJC Master Plan PSA1-SA1-Johnston

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/27/2022 08:21 AM
County Judge Exec Asst.	Becky Pruitt	01/27/2022 08:32 AM
Form Started By: Wendy Danzoy		Started On: 01/27/2022 08:08 AM
Final Approval Date: 01/27/2022		

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Jail-CJC Master Plan** ("Project")

ARCHITECT/
ENGINEER: **Johnston, LLC**("A/E")
Rich Elwood, Director of Management
2603 August Dr., Suite 1500
Houston, Texas 77057

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

THIS SUPPLEMENTAL AGREEMENT NO. 1 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed **Agreement For Design and Engineering Services** being dated effective **November 2, 2021** ("Agreement");

WHEREAS, pursuant to **Article 13**, the terms of the Agreement may be modified by a written, fully executed Supplemental Agreement;

WHEREAS, the **Production Schedule** under **Exhibit C** of the Agreement **needs to be extended due to changes in classification of the project;** and,

WHEREAS, it has become necessary to modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that Agreement is amended and modified as follows:

EXHIBIT C – shall be replaced in its entirety with attached updated exhibit.

All other terms of the Agreement and any prior amendments thereto, if any, shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Johnston, LLC

By: _____
Signature

J. Alan Johnston, Jr., PE
Printed Name

President
Title

Date Signed: January26, 2022

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **One Hundred Fifty Days (150 Days) 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	**11/02/21**

Phase I - SCHEMATIC DESIGN

Preliminary Report deliverables	12/23/21
Assessment Report and Fee Proposal deliverables	03/08/22
Agreement Termination Date	**04/01/22**

Commissioners Court - Regular Session **22.**

Meeting Date: 02/01/2022

ILA between Lee County and Williamson County for Sale of Surplus Equipment

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving an Interlocal Agreement between Williamson County and Lee County for the sale of one (1) 2004 John Deere 544H Rubber Tire Loader for the amount of $40,594.83, pursuant to Texas Local Government Code 263.152(a)(1), and authorizing the execution of the agreement.

Background

Williamson County is willing to provide one (1) used 2004 John Deere 544H Rubber Tire Loader (#DW544HX589040) FMV that had been designated for Auction to Lee County at a fair rate not to exceed $40,594.83 (total). Sale condition of equipment is "AS IS" with no warranties of any kind. Fair Market Valuation (attached) was performed by Kevin Teller, Director of Fleet Services. This equipment had previously been approved by Commissioners Court for Auction.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA with Lee County Redacted

Fair Market Value Lee County 2.1.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/27/2022 06:50 AM
County Judge Exec Asst.	Becky Pruitt	01/27/2022 08:06 AM
Form Started By: Mary Watson		Started On: 01/24/2022 04:19 PM
Final Approval Date: 01/27/2022		

26

INTERLOCAL COOPERATION AGREEMENT BETWEEN LEE COUNTY, TEXAS AND WILLIAMSON COUNTY, TEXAS, FOR SALE OF SURPLUS EQUIPMENT

RECITAL

This agreement ("Agreement") is an interlocal cooperation agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **Lee County, Texas** (hereinafter "Lee"), a local governmental entity in the State of Texas acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, also acting herein by and through its governing body. For the public purpose of promoting and ensuring public health and safety, the Parties hereby enter into this Agreement as follows:

1. Effective Date and Term

This Agreement shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph 3 below.

2. Sale of Surplus Equipment

The County agrees to sell surplus vehicles and equipment items as follows:

2004 John Deere 544H Rubber Tire Loader [redacted] FMV $40,594.83

(hereinafter "the equipment") **AS IS** with no warranties of any kind to Lee for the **total** sum of **$40,594.83** made payable to "Williamson County" and paid pursuant the Texas Prompt Payment Act:

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 Lee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date Lee receives an invoice for the goods or services [in this case may be in the form of an e-mail]. Interest charges for any overdue payments shall be paid to 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.

It is understood and agreed that Lee shall be responsible for pick up and transportation costs to receive the vehicles and equipment and that payment must be made in advance or upon delivery. Titles and goods will not be released until payment has been confirmed. It is also understood that risk of loss passes to Lee upon pick up of the equipment.

3. Termination

This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof prior to completion of the Agreement. In the event of termination, Lee will remain liable for its pro rata share of services rendered and or goods actually received.

4. Notices

4.1. The Parties designate the following persons for receipt of notice:

If to Williamson County:
Name: Hon. Bill Gravell, Williamson County Judge
Address: 710 Main St.
Georgetown, Texas 78626
Phone: (512) 943-1500

If to Lee County:
Name: Hon. Alan Turner, Lee County Pct. 3 Commissioner
Address: 200 S. Main
Giddings, Texas 78942
Phone: (979) 542-6897

4.2. The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

5. Miscellaneous

5.1. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.

5.2. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall

be binding on the Parties unless made in writing and duly executed by each of the Parties.

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

5.4. The Parties mutually agree to act in good faith in the performance of this agreement.

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

5.6. This agreement may not be assigned.

AGREED AND APPROVED;

WILLIAMSON COUNTY

By: _____ **Date:**_____
County Judge

LEE COUNTY

By: _____ **Date:** 1/24/2022
Authorized Representative

Price	Date Sold	Year	Make	Model	Hrs
$ 33,205.00	1/27/2021	1997	John Deere	544G	5,945
$ 53,300.00	11/17/2017	2007	John Deere	544J	4,055
$ 33,800.00	6/23/2017	2004	John Deere	544J	15,423
$ 40,101.67					8,474
$ 55,000.00	4/21/2021	2006	John Deere	544J	8,164
$ 52,100.00	2/12/2021	2006	John Deere	544J	8,382
$ 47,600.00	8/11/2021	2007	John Deere	544J	7,941
$ 37,100.00	8/12/2021	2003	John Deere	544H	8,838
$ 37,000.00	8/12/2021	2005	John Deere	544J	8,278
$ 35,500.00	2/15/2021	2007	John Deere	544H	4,678
$ 23,316.00	2/4/2021	2006	John Deere	544J	11,035
$ 41,088.00					8,188

$ 40,594.83 Average Rene Bates & Gov Deals

Location	Comments
Williamson County	Source : https://www.r
City of Fort Lauderdale	
City of Fort Lauderdale	
Liquidity Services Equipment Monroe Georgia	Source : https://www.g
Liquidity Services Equipment Monroe Georgia	
Liquidity Services Equipment Monroe Georgia	
Beaver Dam Wisconsin	
Missouri Dept of Transportation	
City of Austin Fleet Services	
Iredell County North Carolina	

renebates.com/archives/a_search_page_2.php

govdeals.com/index.cfm?fa=Main.AdvSearchResultsNew&additionalParams=true&searchPg=Advanced&

ıtiming=byDate&sDate=11/23/2020&eDate=11/23/2021&kWord=JOHN+DEERE+544&kWordSelect=1&s

;Price=0&ePrice=10000000&whichForm=&rowCount=10&sortOption=ad

Commissioners Court - Regular Session **23.**

Meeting Date: 02/01/2022

Approval of Notice to Terminate 21IFB19 Flex Base Contracts, Green Dream International and Vulcan Construction for Road and Bridge

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding termination of both contracts #21IFB19, with Green Dream International, LLC and Vulcan Construction Materials, LLC and authorize County Judge to sign letter proving 30-day notice of termination.

Background

Approval of this item will terminate the existing contracts in place with Green Dream International, LLC and Vulcan Construction Materials, LLC. for Flex Base approved by commissioner's court on 12/07/2021. Vendors are unable to provide supplies for the Road and Bridge Department. Notice of contract termination is attached. Department contact is James Williams.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Term Letter Green Dream Intl

Term Letter Vulcan Construction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/27/2022 10:13 AM
County Judge Exec Asst.	Becky Pruitt	01/27/2022 10:19 AM
Form Started By: Andrew Portillo		Started On: 01/25/2022 12:59 PM
Final Approval Date: 01/27/2022		

OFFICE OF WILLIAMSON COUNTY JUDGE

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX

February 1st, 2022

Via E-Mail: p.giroux@gdicompany.com ***& via certified United States Mail***
Green Dream International LLC
Attn: Pierre Giroux, Account Manager
32 W. 8th St., Ste. #607
Erie, PA 16501

In re: ***Notice of Contract Termination with Williamson County, Texas Effective March 4th, 2022 (IFB #21IFB19 Flex Base)***

To Whom It May Concern:

The Williamson County Road & Bridge Department is currently in a contract with your company as referenced above. The Williamson County Commissioners Court has decided and approved changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in the contract, IFB #21IFB19 (Flex Base), pg. 6, which allows for termination, the relevant provision states as follows:

> **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 Bidder. 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 Bidder 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.

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties for services, and such termination will be effective at the end of business on March 4th, 2022.

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

Sincerely,

_____

Hon. Bill Gravell
Williamson County Judge

cc: Williamson County Auditor's Office
Williamson County Road & Bridge Department

BG/me

OFFICE OF WILLIAMSON COUNTY JUDGE

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX

February 1st, 2022

Via E-Mail: **vulcantxquotes@vmcmail.com** ***& via certified United States Mail***

Vulcan Construction Materials, LLC
Attn: Jeff Harris, Account Mngr.
P.O. Box 791550
San Antonio, TX 78279

In re: ***Notice of Contract Termination with Williamson County, Texas Effective March 4th, 2022 (IFB #21IFB19 Flex Base)***

To Whom It May Concern:

The Williamson County Road & Bridge Department is currently in a contract with your company as referenced above. The Williamson County Commissioners Court has decided and approved changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in the contract, IFB #21IFB19 (Flex Base), pg. 6, which allows for termination, the relevant provision states as follows:

> **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 Bidder. 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 Bidder 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.

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties for services, and such termination will be effective at the end of business on March 4th, 2022.

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

Sincerely,

_____

Hon. Bill Gravell
Williamson County Judge

cc: Williamson County Auditor's Office
Williamson County Road & Bridge Department

BG/me

Commissioners Court - Regular Session **24.**

Meeting Date: 02/01/2022

Approve update to estimated amount to issuance of IFB #22IFB67 Davilla Street Culvert Replacement for HNTB

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on updating the estimated amount authorizing the Purchasing Agent to advertise and receive sealed bids for Davilla Street Culvert Replacement, under IFB #22IFB67. Funding Source is P486.

Background

Williamson County approved issuing IFB #22IFB67 on 01.25.2022 Commissioners' Court agenda, item no. 20. The estimated amount of $481,000.00 has been revised to $568,000.00. Additional cost to the project includes force account work for railroad flaggers and brick preservation and increased costs due to time added to the construction schedule. Kate Wilder is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/27/2022 10:05 AM
County Judge Exec Asst.	Becky Pruitt	01/27/2022 10:13 AM
Form Started By: Johnny Grimaldo		Started On: 01/27/2022 07:55 AM
Final Approval Date: 01/27/2022		

Commissioners Court - Regular Session **25.**

Meeting Date: 02/01/2022

Texas Materials T4679 CO1

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 1 to contract number T4679 for Texas Materials Group in the amount of $23,400.47 for CR 266 Milling and Overlay. Funding source: 01.0200.0210.003599.

Background

This Change Order is a balancing Change Order. All work has been completed. The original contract amount was $234,637.85. With the addition of this Change Order in the amount of $23,400.47, the final contract amount will be $258,038.32.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Texas Materials T4679 CO1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/20/2022 01:06 PM
Form Started By: Vicky Edwards		Started On: 01/20/2022 12:42 PM
Final Approval Date: 01/20/2022		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Texas Materials Group, Inc**

2. Change Order Work Limits: Sta. _____ to Sta. _____

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	**T4679**
Roadway:	***CR266 Milling, and Overlay***
Purchase Order Number:	

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

6. Work to be performed in accordance with Items: **All**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date **1/11/2022**

By *John Thomas*

Typed/Printed Name **John Thomas**

Typed/Printed Title **Project Manager**

The following information must be provided

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

Amount added by this change order: **$23,400.47**

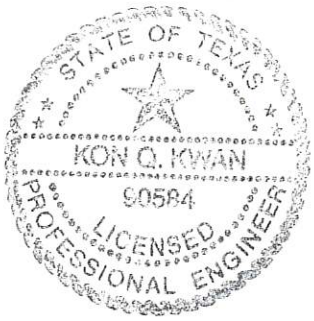
RECOMMENDED FOR EXECUTION:

1/11/22
Project Manager / Construction Observer Date

1/19/22
Design Engineer Date

1/20/21
Program Manager Date

Design Engineer's Seal:



County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge Date

WILLIAMSON COUNTY, TEXAS

Change Order 1 *Project #* T4679

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
160 6003	FURNISHING AND PLACING TOPSOIL (4")	SY	$10.95	3,095.00	$33,890.25	0.00	3,095.00	$33,890.25	$0.00
340 6122	D-GR HMA(SQ) TY-D PG70-22	TON	$154.97	979.00	$151,715.63	151.00	1,130.00	$175,116.10	$23,400.47
354 6021	PLANE ASPH CONC PAV 0-2"	SY	$18.17	1,082.00	$19,659.94	0.00	1,082.00	$19,659.94	$0.00
500 6001	MOBILIZATION	LS	$7,600.00	1.00	$7,600.00	0.00	1.00	$7,600.00	$0.00
502 6001	BARRICADES, SIGNS & TRAFFIC HANDLING	MO	$10,500.00	1.00	$10,500.00	0.00	1.00	$10,500.00	$0.00
662 6111	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	EA	$1.50	449.00	$673.50	0.00	449.00	$673.50	$0.00
666 6170	REFL PAV MRK TY II W 4" SLD	LF	$0.11	8,977.00	$987.47	0.00	8,977.00	$987.47	$0.00
666 6207	REFL PAV MRK TY II Y 4" SLD	LF	$0.13	8,977.00	$1,167.01	0.00	8,977.00	$1,167.01	$0.00
666 6302	RE PM W/ RET REQ TY I W 4" SLD (090MIL)	LF	$0.40	8,977.00	$3,590.80	0.00	8,977.00	$3,590.80	$0.00
666 6314	RE PM W/ RET REQ TY I Y 4" SLD (090MIL)	LF	$0.45	8,977.00	$4,039.65	0.00	8,977.00	$4,039.65	$0.00
672 6009	REFL PAV MRKR TY II-A-A	EA	$7.20	113.00	$813.60	0.00	113.00	$813.60	$0.00
						0.00			
					$234,637.85			$258,038.32	$23,400.47

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 **26.**

Meeting Date: 02/01/2022

Black History Month 2022

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 acknowledge historical contributions by celebrated black Williamson County trailblazers.

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	01/26/2022 12:21 PM
Form Started By: Garry Brown		Started On: 01/26/2022 12:04 PM
Final Approval Date: 01/26/2022		

Commissioners Court - Regular Session **27.**

Meeting Date: 02/01/2022

Presentation of 4-H Extension Agent - Brittany Allen

Submitted By: Katherine Whitney, Extension Service

Department: Extension Service

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to hire Brittany Allen for the 4-H and Youth Development Extension Agent position.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Brittany Allen Resume

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/27/2022 08:31 AM
Form Started By: Katherine Whitney		Started On: 01/26/2022 03:59 PM
Final Approval Date: 01/27/2022		

Brittany Allen

[redacted]

Education

Master of Science, Agricultural Education – Texas Tech University – May 2017
Bachelor of Science, Agricultural Leadership and Development – Texas A&M University – May 2015

Skills

- Leadership skills
- Working with volunteers
- Adult and Youth education
- Program planning, design, implementation, and evaluation
- Organization and time management
- Working as part of a team
- Customer service
- Attention to detail
- Proficient with computers and technology – typing 70 words per minute, using programs such as: Microsoft Word, Zoom, Microsoft Teams, PowerPoint, Outlook, Publisher, WordPress, Canva, and Excel, some experience with Access.

Experience

Texas A&M AgriLife – Galveston County Extension Agent, 4-H and Youth Development

- Coordination of 4-H youth program for Galveston County – mentoring over 300 youth members and over 100 adult volunteers annually in opportunities to participate in 5 program areas: livestock and agriculture, natural resources, STEM, family and community health, and leadership and citizenship. Working with youth members to participate in contests and events, apply for scholarships, and learn fundamental skills. This also includes management of program funds, with annual transactions over $49,000.
- Provide educational programs to youth that are not 4-H members. In the 2020-2021 year this included: reaching over 1,300 participants in a virtual cheesemaking demonstration, working with local organizations to provide STEM programs to over 100 typically underrepresented youth, and providing an educational program to over 50 youth on the life cycle of a chicken with an egg hatching demonstration.
- Appointed to serve on committees at both the district and state levels to develop and implement several youth programs, as well as educational trainings for other County Extension Agents.

Texas A&M AgriLife, Office of the Vice Chancellor and Dean

Program Assistant

- *Promoted to Program Assistant to reflect expanding scope of duties related to the addition of event spaces, as well as quality of performance in initial position; these duties and accomplishments are in addition to previous responsibilities.*
- Point of contact for events at The Gardens at Texas A&M, scheduling and responding to questions.
- Assisting in development of policies and procedures for The Gardens.
- Coordinating events within The Gardens, managing finances and billing for events.
- Give presentations to undergraduate classes about event venues and event planning, giving tours to visitors and prospective clients.
- Increased number of events by over 50% and increased revenue by 102%.
- Excellent customer service; all survey responses related to staff have been positive – 13% satisfied, 87% very satisfied – and many reviews mention me specifically.

Administrative Associate

- Main point of contact for The AgriLife Center and manager of daily operations, including operation of audio/visual technology, scheduling, answering client questions, working with vendors, and finances.
- Planning and directing 90 or more various types of events per year with 30-300 guests at each.
- Versatility, flexibility, multi-tasking, and organization – working with different kinds of people and working on different stages of various events at the same time.
- Ability to respond to problems and troubleshoot quickly under stress during events.

College Station ISD – Kids Klub Counselor

- Responsible for the after-school care of elementary students enrolled in Kids Klub, accountable for the safety of 15 children personally and 60 children as a team in the 2nd – 5th grade age group.
- Planned and developed daily and semester-long curriculum to encourage fun, teamwork, and learning.
- Mediated students, encouraged appropriate behavior using the Conscious Discipline program.

5304 Tanglebriar Dr • Dickinson, Texas • 77539 • (979) 393-3581 • bcallen157@gmail.com

Commissioners Court - Regular Session **28.**

Meeting Date: 02/01/2022

Request to pay non-exempt personnel overtime

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

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the request of the Tax Assessor/Collector's office to pay non-exempt staff for overtime in lieu of giving compensatory time. The total amount shall not exceed $10,000 for work performed in association with processing registrations and title transactions in the statutorily mandated deadline.

Background

When non-exempt employees work more than 40 hrs/week, they receive comp-time rather than being paid overtime. Our workload continues to grow as we face struggles to hire and fill vacant positions. Accumulating comp-time compounds our staffing issues when granting vacation or sick time, already significantly impacting our office's wait times and service levels.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-001100	Full time Salaries	$10,000.00
To	0100-0499-001110	Overtime	$10,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/26/2022 11:09 AM
Budget Office	Ashlie Holladay	01/26/2022 11:24 AM
Form Started By: Judy Kocian		Started On: 01/25/2022 09:29 AM
Final Approval Date: 01/26/2022		

Commissioners Court - Regular Session **29.**

Meeting Date: 02/01/2022

Poll worker pay increase for primary election early voting alternate supervisors and clerks

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving a pay increase for early voting alternate supervisors and clerks for the 2022 Democratic and Republican Primary elections to be held on March 1, 2022.

Background

Commissioners' Court is the authority that sets poll worker pay rates according to Section 32.093 of the Texas Election Code.

The Court last approved an hourly pay increase for election judges and clerks in 2013. Election Day Presiding Judges and Early Voting Supervisors are currently compensated at a rate of $12 per hour. Election Day and Early Voting Clerks are currently compensated at a rate of $10 per hour.

In 2019, the Texas State legislature approved an increase for all Election Day poll workers raising the hourly rate of pay reimbursable by the State Election Day positions from $8.00 per hour to $12.00 per hour. Under this current pay structure, early voting clerks are being asked to perform work in a Primary election for less compensation than Election Day clerks.

Williamson County has seen rapid growth and a stark increase in cost of living. Poll workers have expressed hesitancy to continue working for the currently offered compensation when positions with significantly higher rates of pay are so readily available. Party chairs and representatives have also expressed difficulties in recruiting new workers due in part to low compensation.

Poll workers have also been required to subject themselves to increased exposure during the ongoing COVID-19 pandemic. This exposure is increased significantly when stretched across the approximately two-week Early Voting period.

For the reasons stated above, it is requested that the compensation for Early Voting Alternate Supervisors and Clerks be increased for the 2022 Primary election to match the Election Day wage of $12 per hour. This increase will result in an increase of approximately $50,800.00. The County share of poll worker wages are funded through line item 01.0100.0492.0041 (Professional Services) in the General Fund.

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	01/26/2022 11:07 AM
Form Started By: Jenifer Favreau		Started On: 01/21/2022 04:03 PM
Final Approval Date: 01/26/2022		

Commissioners Court - Regular Session **30.**

Meeting Date: 02/01/2022

DA BA Rev 02.01.22

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Williamson County received $800.00 from Children's Advocacy Centers of Texas. The payment is for an honorarium for the Forensic Block III Virtual Trainings held at the Children's Advocacy Centers of Texas. The District Attorney's Office is requesting to pay the $800.00 to the Williamson County Children's Advocacy Center to use for daily operations or services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$800.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/26/2022 11:07 AM
Form Started By: Melanie Denny		Started On: 01/24/2022 08:09 PM
Final Approval Date: 01/26/2022		

Commissioners Court - Regular Session **31.**

Meeting Date: 02/01/2022

DA BA Exp 02.01.22

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's Office.

Background

Williamson County received $800.00 from Children's Advocacy Centers of Texas. The payment is for an honorarium for the Forensic Block III Virtual Trainings held at the Children's Advocacy Centers of Texas. The District Attorney's Office is requesting to pay the $800.00 to the Williamson County Children's Advocacy Center to use for daily operations or services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.004999	Miscellaneous Expense	$800.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/26/2022 11:08 AM
Form Started By: Melanie Denny		Started On: 01/24/2022 08:10 PM
Final Approval Date: 01/26/2022		

Commissioners Court - Regular Session **32.**

Meeting Date: 02/01/2022

Tax benefit enrollments for 2021 and re-enrollment of prior years

Submitted By: Josh Renner, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Williamson County Regional Habitat Conservation Plan (RHCP) approval of enrollment of properties participating during the 2021 calendar year (any participation received on or prior to 12/31/21) into the tax benefit financing plan for tax year 2021 and to re-enroll prior year participating properties.

Background

The county's Regional Habitat Conservation Plan (RHCP), approved in 2008, provides for a portion of the increase in tax valuation for properties enrolled under the county's 10(a) incidental take permit with the US Fish and Wildlife Service to be directed to the Williamson County Conservation Foundation (WCCF) as the county's contribution for the acquisition, maintenance and monitoring of endangered species habitat in the county. Specifically, under the RHCP a calculation is made using a base enrollment period. The taxable value of the base enrollment period is determined and a percentage – 15% as defined in the RHCP – of the increase in value in future taxable years is calculated. That calculated taxable value percentage is applied to the county's then current tax rate for maintenance and operations and the resulting sum is attributed to the RHCP and directed to the WCCF's investment corpus. There is no increase nor decrease in taxes to participants/property owners. Once the defined financial goals of the RHCP have been achieved then the allocation under this plan may be, but is not mandated to be, discontinued depending upon then existing conservation goals and requirements. The financial goal is primarily determined by the ability to maintain preserve properties (monitoring, maintenance, gain or accession and sustainment) in perpetuity and may be adjusted depending upon future conservation requirements of the RHCP including, but not limited to, then existing County needs for dealing with species listed under the Endangered Species Act (as amended) or for related conservation activities which may include acquisition of requisite conservation land(s).

Enrollment is on a year to year basis. Attached is a detailed list of private party participants for 2021 and lists for prior year enrollments. The action needed is to enroll the 2021 participants and to re-enroll/extend the tax benefit financing for past years. The WCCF Board on 1/19/2022 took action recommending the enrollment of the 2021 participants and re-enrollment of prior enrollees.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master list of enrollees since inception

2021 Enrollee graphics

2021 Tax Benefit Financing Enrollment List

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/26/2022 11:10 AM
Form Started By: Josh Renner		Started On: 01/25/2022 02:58 PM
Final Approval Date: 01/26/2022		

Master List of Taxable Participations since Plan Inception (2019 Inclusive

The WCCF file number system (year/mo/day) for receipt of applications was not adopted until 2012.

WCCF File Number *	Project/Owner	Property
20101015	Highland Horizon Phase II	Approximately 66.11 acres south of RM 620 at Great Oaks Blvd as described by metes and bounds; aka Highland Horizon Phase II; tracts R502306 through R502428 inclusive (122 tracts)
20101019	Great Oaks Estates	Tract 1, Lot 5, Block A, Great Oaks; aka 15917 Great Oaks Drive, Round Rock, TX, R403591
20101102	Sendero Springs Sect 6 and 7	Section 6 and Section 7, Sendero Springs; approximately 57.87 acres in three tracts – Williamson County Appraisal District property identification numbers R432306, R055399 and R420220
20110405	Prevarian Round Rock	7220 and 7230 Wyoming Springs Drive, Round Rock, TX, WCAD property ID # R315215 (a 16.116 acre tract out of a 16.172 acre tract in the Jacob M. Harrell survey, further described by metes and bounds)
20110830	O'Reilly Auto Parts	A 1.264 Acre Tract, Lot 1, Serenada Country Estates Unit One, David Wright Survey, Abstract No. 13, City of Georgetown, Williamson County, TX; AKA Williamson County Appraisal District Parcel ID R046893, Location Address 3809 Williams Drive, Georgetown, TX 78628
20111004	Carolville. LTD	SHOPS AT VISTA RIDGE AMD, Lot 11, ACRES 19.97 (approximately); AKA Williamson County Appraisal District Parcel ID R502512; Location Address: 701 North Vista Ridge Boulevard, Cedar Park, TX 78613
20111101	Highland Horizon Phase III	Approximately 63.732 acres south of RM 620 at Great Oaks Blvd as described by metes and bounds; aka Highland Horizon Phase III; tracts R499361 and tracts R499590 through R499597 inclusive.
20111122	T.S.-S.D. LTD.	A tract out of the Samuel Damon Survey No. 170, containing 76.52 acres, more or less; Williamson County Appraisal District reference tracts R031875 and R474925
20120208	Pierce, Tyrrell	1710 CR 262, Georgetown, TX, 78633; AKA Lake Georgetown Estates II, Lot 8 (recorded in Cabinet J, Slides 319-320, plat records of Williamson County, Texas). WCAD tax parcel ID # R324853
20120419	Laredo W.O. , LTD.	A tract of 54.856 acres out of the Isaac Donagan Survey, Abstract No. 178, situated in Williamson County, Texas; Being a portion of that certain 324.00 acre tract described in a deed to Laredo WO. LTD., of record in Document No. 2007014278 of the official public recored of Williamson County, Texas; said 54.856 acres being more particularly described by metes and bounds; WCCF Application #20120419.
20120514	JHJ Land Development, Inc.	Residential development, The Preserve at Heritage Oaks, a 9.48 acre development tract, WCAD tract reference R039221; WCCF application #20120514.

20120709	Allen Group, Oxford, MS	An approximate 26.67 acre tract out of the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; WCAD Parcel ID # R493685; WCCF Application 20120709.
20120824	BJM Mayfield Ranch, LTD	An approximate 23.776 acre tract out of the Ephrain Evans Survey, Williamson County, Texas, WCAD Parcel ID #R055388; WCCF file # 20120824; such project being described The Enclave at Mayfield Ranch, Williamson County, Texas.
20120918	Shel-Jenn, Inc.	Residential development, Heritage Oaks, a 12.43 acre development tract, WCAD tract reference R435456; WCCF application #20120918.
20121001	Madison at Georgetown Cotenancy	Residential/multi-use development, Madison at Georgetown, a 541.37 acre development tract, WCAD tract references R012261, R011080, R508127, R508128, R330211, R493826 and R496001; a tract out of the L.S. Walters survey; WCCF application #20121001.
20130114	HMR Holdings, Inc. and Highlands at Mayfield Ranch, LTD.	A 319.87 acre residential housing development comprising WCAD tracts R040295, R482072, R512094, R518980 and R518981, a series of tracts out of the J. Powell Survey; WCCF file #20130114; project is known as The Highlands at Mayfield Ranch
20130122	BRAE Group, LTD. and Novak Brothers/Texas Brownstones, LLC	a 24.07 acre subdivision, Nicholas Porter Survey Abstract No. 497, a replat of a portion of Lot 4, Block A, Lots 1,2,3,5,6, and 7 Block A, The Rivery Park II; WCAD reference numbers R466299, R466298, R466297 and R4288217; WCCF application #20130122
20130307	Laredo W.O. , LTD.	A portion of Williamson County Appraisal District Parcel ID #R039221, and being; A tract of 82.156 acres out of the Isaac Donagan Survey, Abstract No. 178, situated in Williamson County, Texas; Being a portion of that certain 324.00 acre tract described in a deed to Laredo WO. LTD., of record in Document No. 2007014278 and also being a portion of the remainder of that certain 192.314 acre tract of land conveyed to Laredo WO. LTD. by deed of record in Document No. 2007014289, both of the official public records of Williamson County, Texas; said 82.156 acre tract of land more particularly described in three (3) parts by metes and bounds
20130502	Barclay/Texas Holdings VI, L.P., a Texas limited partnership	A approximate 11.41 acre commercial development comprising WCAD parcels R502881, R502882, R502883, R502884 and R502885; a series of tracts out of the Beck 11, Lots 1-5, Block A. WCCF file #201300502
20130508	Milestone Community AKA 2013 Land Investments, LLC and Green Acres Development, LLC	An approximate 59.67 acre project site, described in metes and bounds as per the attached two page description; WCCF file #20130508. The attached metes and bounds description (2 pages), WCAD tract maps (2 pages) and project area map (one page) is made a part of this exhibit. (Total of 5 pages)

20130619	Meritage Homes of Texas, LLC	A approximate 105.9 acre (or 4,617,263 square feet more or less, tract of land out of a called 107.462 acre tract described in conveyance to Curtis C. Borho in Participation Deed recorded in Volume 2542, Pages 838-843 of the Official Records of Williamson County, Texas, out of the Anastasha Carr Survey, Abstract 122, Williamson County, Texas. A copy of the field notes (comprising two pages) for such tract are attached to this exhibit. The tract is also referenced as Williamson County Appraisal District reference number R031532.
20131016-A	Georgetown Healthcare Community Services, Inc.	A commercial development property comprising two parcels located at the northeast corner of the intersection of Scenic Drive and Leander Road, Georgetown, Williamson County, Texas and further identified by WCAD tract references R319864 and R090290; WCCF file #20131016-A
20131016-B	Georgetown Healthcare System	A commercial development property located at 2300 Scenic Drive, Georgetown, Williamson County, Texas and further identified by WCAD tract references R317353; WCCF file #20131016-B.
20131029	WILLRAE Partners III, Ltd	A project area known as 4135 Williams Drive, Georgetown, Williamson County, TX 78628; AKA Williamson County Appraisal District reference tract R504209. A 7.36 acre tract, zoned C-1, a multiple commercial office/retail condominium
20140131	First Baptist Church of Georgetown (parking lot)	Project area is a 10.762± acre tract southeast of the intersection of D.B. Wood Drive and SH 29 (West University); a parcel out of WCAD tract R040756 described by metes and bounds and conveyed to First Baptist Church of Georgetown, Texas (FBCGT) by Special Warranty Deed with VEndor's Lien, January 10, 2014; official public records number 2014002634; this participation also covers a 0.172± acre tract easement public records number 2014002636.
20140210	NASH Rancho Hills LLC (a part of Rancho Sienna)	A housing and multi-use development tract south-southeast of Ronald Reagan Boulevard at Via de Rancho Boulevard, Leander, Williamson County, Texas; parcels out of the Greenleaf Fisk Survey and described in metes and bounds; WCAD tract R-numbers 499762, 523605, 523614 to 523629, 407745, 499873, 506829, 523596, 523597, 523600, 523601, 523602, 524810, 525467, 523603, 523598, 523604 and 494203.
20140415	Gardens at Verde Vista	An approximate 33.775 acre tract out of the Joseph Fish Survey, Abstract #232; WCAD tract R319285.
20140605	Wolf-Hillwood (Hillwood Communities)	A 767-acre tract located near D.B. Wood Road and SH 29, Georgetown, a part of the Iva Wolf McLachlan holdings, Williamson County, Texas; Williamson County Appraisal District reference #s R040444, R040445, R316771, R316772, R329763, R040430, R469948, R485592, R039230, R039268, R040756, R307358, R513561, R513563, R513987, R513988, R525975, R525976, and R044630.
20140611	Crescent Bluff	SH 29, Georgetown, Williamson County, Texas; an approximate 106 acre tract, Abstract AW0178, Donagan, I. Survey; WCAD tract R508134.
20140702	Daniel and Marlene Mansour	A 2.67 acre tract, WCAD reference R044521; Oakcrest Ranchettes, Unit 2; AKA 330 Evans Road, Georgetown, Williamson County, Texas.

20140723	Century Land Holdings II	Phases 2 and 3 of the Reagan's Overlook Subdivision (AKA Reagan's Overlook, LP) WCAD tract numbers R524614, R524613, R524615, R483562 and R032354; approximately 147.74 acres in five tracts (out of a larger 260 acre tract); location described as Ronald Reagan Boulevard at Vista Heights Drive.
20140729	Standard Pacific of Texas/BTA Land LLC	Approximately 79.5 acre development tract at 1600 to 1666 Spanish Oak Trail, Round Rock, Williamson County, Texas, consisting of nine (9) tracts out of the J.H. Dillard Survey (working name: Brushy Creek North); WCAD tract numbers R031988, R031989, R385028, R418515, R419749, R419748, R032006, R421187 and R494386.
20140925	Cannon 140 LP (Springswoods)	An approximate 140 acre development; nominal addres is 731 CR 175 Leander. (Project is north of the Regional Park off of CR 175.) WCAD parcels R032138, R496874, R031736 and R496876.
20141023	Compostela Holdings ("Deer Haven")	An approximate 43.5 acre development tract at 3816 Williams Drive, Georgetown, Williamson County, TX. A tract out of the D. Wright Survey and comprising WCAD tract R474647 and a portion of tract R038722.
20141111	Pulte Group, Heritage Oaks at Pearson Ranch East	A 40.85 acre residential development located at 9005 Sharpstone Trail, which is a portion of Williamson County Appraisal District (WCAD) tract R329313, which is a larger 60.422 acre tract.
20141112	Pulte Group, Heritage Oaks at Pearson Ranch West	A 66.6 acre developmentt loated at the southwest corner of Avery Ranch Blvd. and Pearson Ranch Road; Williamson County Appraisal District (WCAD) tracts R504073 and R324221.
20141120	LAMY 2243 LTD (Bluffview)	A 77.27 acre development located on the west edge of current development on FM 2243; 1.4 miles west of IH 35; WCAD reference tracts R500156, R523502, R523503, and eastern 3.0 acres of R472552.
20141125-A	Zamin, L.P. (Chapman Tract)	A 177.935 acre tract (42.02 acres in karst zone), nominal address of 4501 Highway 29, Georgetown, Williamson County, TX; WCAD reference tracts R039244 and R351054.
20141125-B	RMD Development Partners, LLC (Mayfield Ranch Tract)	A 32.26 acre tract located at CR 175, Leander, Williamson County, Texas; WCAD reference tracts R474315, a portion of R462355, and that portion of Arterial H lying within these tracts.
20141126	Taylor Morrison of Texas,Inc. (Robinson Remnant Tract)	A 37.595 acre tract located northwest of the intersection of Smyers Lane and Wyoming Springs Drive, Round Rock, Williamson County, Texas; WCAD reference tract R327569
2015122	Campbell - Georgetown #1	16.57 Acres; WCAD parcel #R039524; 4655 Williams Drive, Georgetown
20150129	Woods - Pope	WCAD tracts R505278*, R055508, R055510*, R055511*; out of M.M. Hornsby Survey - * = consolidated into R534502; SH 45 at O'Connor
20150506	Lakeside Station Apartments	WCAD tracts R072533, R327108, R056507; Schirpaik and Sane Survey No. S4557; 13675 Rutledge Spur, Austin, Williamson County
20150603	Woodland Hills	WCAD tract R040796*; 35.511 acres our of Winslow Turner Survey, Abst. No. 607; * = replaced by R539756 and R539758; FM 3405; nominal 30.707877° N and -097.813811° W
20150611	The Summit II at Rivery Park	Lot 6 in Block "B" of AMENDED PLAT OF BLOCK "B" OF SUBDIVISION PLAT OF THE RIVERY PARK II; WCAD Tract R471564; nominal address is 520 Wolf Ranch Parkway, Georgetown, TX 78628

20150612	5N LLC	approximately 780 CR 262, Williamson County; WCAD tracts R041004, R041003, R041001 and R040574; approx 36.10 acres John Sutherland Survey , Abst. No 554 and G.B. Mayhall Survey, Abst. No 821
20150617	Trails at Leander	0.57 mi north of intersection of Bagdad Road and Crystal Falls Parkway, Leander; WCAD tract R031330; Approximately 49.35 acres out of E.D. Harmon Survey.
20150727	Georgetown Village 9 & 10	Phases 9 and 10 of Georgetown Village; WCAD tracts R525325 and R532404;
20151103	Oaks at San Gabriel	approximately 397.77 acres incorporating 173 WCAD tax parcels; list of parcels attached.
20151110	Highland Estates	Highland Springs Lane; 30.693473 N and -97.769578 W; WCAD tracts R407498, R539912, R539913, R506841, R506842.
20151111	Panther Bend	Ronald Reagan, approx 100' West of CR 245; R506911 and R534695; approximately 34.78 acres; beginning at a point south of County Road 258 (CR 258) identified by GPS coordinates as North 30.666249 and West -97.845463 and continuing in a southeasterly direction to a point south and east of the intersection of Ronald Reagan Blvd. and Elizabeth Park Blvd. (entrance to Santa Rita Ranch development) and identified by GPS coordinates N 30.662973 and W -97.838997 and comprising an approximate 100’ x 2,358’ project and disturbance corridor
20151125	RiversideCA 25, LTD	Corner of Amberglen Boulevard and Brianwick Drive, Austin, Texas; 11800, 11950, 12000 12100 West Parker Lane and 3440 Ranch Trails, Cedar Park; R433287 (parent tract - now R543561, R543562, R543563, R543565, R543566 and R543567)
20151130	RRCA Parmer Ranch Trails Lot 4, LTD	11900 West Parmer Ln, Cedar Park; a portion of R433287 (was parent tract - now R543564); nominal address is 3231 SH 195, Georgetown, Williamson County, Texas 78633
20151211	Parmer Crossing West	Tom Kemp and RM 620, Austin; R488298
20151223	Sun City Neighborhoods 81-82	95.38 acres out ot the Burrell Eaves Survey No. 216; 3231 SH 195 Georgetown; WCAD parcels R012012, R499739, R539687, R539688
20160129	Highway 29 Ventures LP	an approximate 441.18± acre project area located two miles east of the intersection of SH 29 and Ronald Reagan Boulevard and comprising tracts of the Don H. Lively Family Partnership, LTD., recorded as Document 9901719 of the Official Records of Williamson County; and, a 2.64 acre tract of the Don H. Lively Family Partnership, LTD., recorded as Document 2013063744 of the Official Records of Williamson County, Texas and related tracts, all identified by Williamson County Appraisal District tract numbers R090423, R524355, R021695, R022713, and R022553
20160218	Enterprise Pipeline	Incorporating WCAD tracts R304116 and R304123; beginning at a point south of River Down Road identified by GPS coordinates as N 30.616391 and W -97.711515 and continuing in a southerly direction to an intersection with FM 2243 (Leander Road) identified by GPS coordinates N 30.610322 and W -97.708983 and comprising an approximate 100’ x 2,270’ project and disturbance corridor.

20160223	**Gatlin Creek**	**Approximate address 4935 Williams Drive, Georgetown, Texas; 121.61 acres, more or less, out of the Issac Jones Survey, Abstract No. 232, and being that tract of land described as Tract Three, Parcel One (2.05 acres, more or less) and Tract Three, Parcel Two (100.74 acres, more or less) in a Petition Deed to James Wolf, et al, dated November 24, 2009, and recorded as Document Number 2009090679 of the Official Public Records of Williamson County, Texas, and that tract of land described as 20.0 acres, more or less, in a Warranty Deed of Gift James Wolf, et ux, dated March 12, 1996 and recorded in Document Number 9612381 of the Official Public Records of Williamson County, Texas; further identified as Williamson Central Appraisal District tract numbers R300099, R039930, R040993, R473857, R473858 and R507535**
20160226	**Sections 11A and 11B of the Ranch at Brushy Creek**	**Approximate address is 516 Buck Ridge Road, Cedar Park, Texas 78613. An approximate 15.353 acre tract out of the John H. Dillard League, Abstract 179, Williamson County, Texas, conveyed by deed of recored in documents nos. 201508639, 2014036263, and 2014001291 of the official public records of Williamson County; Williamson County Appraisal District tracts R525464, R543261, R493994, R529911 and R543262**
20160329	**Enterprise Pipeline**	**Incorporating Williamson Central Appraisal District reference parcels R022461, R524837, R493930 and R022482; beginning at a point south of County Road 258 (CR 258) identified by GPS coordinates as North 30.666249 and West -97.845463 and continuing in a southeasterly direction to a point south and east of the intersection of Ronald Reagan Blvd. and Elizabeth Park Blvd. (entrance to Santa Rita Ranch development) and identified by GPS coordinates N 30.662973 and W -97.838997 and comprising an approximate 100' x 2,358' project and disturbance corridor**
20160531	**Lot 1, Block A, State Farm Section Five, a subdivision in Williamson County, Texas**	**Corner of Amberglen Boulevard and Brianwick Drive, Austin, Texas; Lot 1, Block A, State Farm Section Five, a subdivision in Williamson County, Texas, according to the map or Plat thereof recorded in Cabinet EE, slide 342-344, of the Plat Records of Williamson County, Texas; Additionally identified as Williamson Central Appraisal District tracts R538935, R538936 and R538937. A property being described as approximately 22.58 acres generally at the southwest corner of Amberglen Boulevard and Briarwick Drive, Austin, Texas 78729.**
20160812	**Sun City Neighborhoods 83 and 86 and SCS**	**A project site of approximately 102.952 acres out of the 417.81 acre Burrell Eaves Survey No. 216 and comprising all or part of Williamson County Appraisal District tax parcels R539687 and R012012; nominal address is 3231 SH 195, Georgetown, Williamson County, Texas 78633**

201601102	**Sun City Neighborhood 84 and SCS**	**A project site of approximately 50.23 acres out of the 340.323 acre Burrell Eaves Survey Abstract No. 216 and comprising all or part of Williamson County Appraisal District tax parcels R539688 and R012012; nominal address is 3231 SH 195, Georgetown, Williamson County, Texas 78633**
20170301	**Chisholm Trail Developers Venture Ltd**	**A project site of approximately 74.32 acres out of the Curry, D. Survey and comprising Williamson County Appraisal District tax parcels R055139 and R325976; nominal address is 1720 Chisholm Trail Road, Round Rock, Williamson County, Texas; The project is a mixed-use development bounded by Chisholm Trail Road on the east, Old Settlers Parkway on the north and by rail lines (GTRR) on the west.**
20170221	**Chisholm Trail Developers Venture Ltd**	**A project site of approximately 57.9 acres out of the Curry, D. Survey and comprising Williamson County Appraisal District tax parcels R055184 and R055183; nominal address is 1901 Chisholm Trail Road, Round Rock, Williamson County, Texas; The project is a mixed-use development bounded by IH 35 (and its west side access road) and Chisholm Trail Road. The two tracts are bisected by Chisholm Parkway.**
20170116	**Enterprise Crude Pipeline,**	**That portion of a Midland to Sealy pipeline project beginning at the Williamson/Burnet County line approximately at GPS coordinates 30.731390 N -97.991970 W and comprising a corridor of approximately 100 feet (plus temporary workspaces) by 54.7 miles and terminating approximately at the Williamson/Lee County Line at GPS coordinates 30.421109 N -97.273576 W; The project area comprises an approximate 100' x 54.7 mile impact area of a larger (Midland, Texas to Sealy, Texas) crude pipeline project; i.e., that portion of the larger project that crosses Williamson County. (This description includes those segments – approximately 4628 linear feet – previously covered under the Williamson County HCP participations, those being WCCF file #20160218 and file #2016032)**
20170419	**Enterprise Crude Pipeline,**	**The participation under WCCF file number 20170419 comprises only those adjustments or minor realignments to the original participations for the overall project. The entire project area comprises an approximate 100' x 54.7 mile impact area of a larger (Midland, Texas to Sealy, Texas) crude pipeline project; i.e., that portion of the larger project that crosses Williamson County. This description includes those segments previously covered under the Williamson County HCP participations, those being WCCF file #20160218 and file #20160329 and file #20170116 and hereby adjusted under this participation. The total of adjustments total 10.66 acres at 21 specific locations. The net increase above prior participations is 0.63 acres.**

20170626	**Preparetolearn, LLC; dba the Goddard School at Heritage Oaks**	**A location South of Avery Ranch Road and East of Pearson Ranch Road, Austin, Williamson County, Texas; A project site of approximately 2.28 acres out of a 58.664 tract, J. Shelton Survey, Williamson County, Texas; being a portion of WCAD parcel reference R329313, namely the most southwesterly 2.28 acres of said WCAD reference tract; a location South of Avery Ranch Road and East of Pearson Ranch Road, Austin, Williamson County, Texas.**
20170613	**Mint Builders, LLC.**	**The project is a seven house subdivision located at 309 – 325 Limestone Creek Road (lots 2 through 8), Leander, TX and includes an extension and cul-de-sac for Limestone Creek Road including related utilities and appurtenances; A project site of approximately 8.2 acres out of the Milton Hicks Survey, Abstract No. 287, situated in the City of Leander, Williamson County, Texas being a portion of that certain 10.01 acre tract of land conveyed to 162 Park Ranch Holdings, Ltd. By deed of record in Document No. 2001052195 of the official public records of Williamson County, Texas; AKA Williamson Central Appraisal District tract R346187; nominal addresses being 309 – 325 Limestone Creek Road, Leander, TX 78641**
20170119	**Cypress Georgetown, l.p. (by Cypress Georgetown, GP, LLC – General Partner)**	**The project is a retail center including a grocery retail building, a drive through restaurant and a Fuel Station; limits of construction is 479,538 square feet; A project site of approximately 11.063 acres, OAK MEADOWS CORNER SUBDIVISION, Lot 1; Nominal addresses of 5711, 5721, 5725 and 5731 Williams Drive, Georgetown, 78628; Williamson County Appraisal District tract R552971.**
20170118	**Pulte Homes of Texas, L.P.**	**A project site of approximately 17.14 acres out of the 340.323 acre Burrell Eaves Survey Abstract No. 216 and comprising all or part of Williamson County Appraisal District tax parcel R012012; nominal address is 3231 SH 195, Georgetown, Williamson County, Texas 78633; The project is for an amenity center for the single family residential areas on the northeast portion of Sun City, heretofore known as the Queen tract.**
20170710	**Pulte Homes of Texas, L.P.**	**The project is for a single family residential neighborhood with associated utilities; A project site of approximately 24.0 acres out of the 340.323 acre Burrell Eaves Survey Abstract No. 216 and comprising a portion of Williamson County Appraisal District tax parcels R012012; nominal (access) address is 3231 SH 195, Georgetown, Williamson County, Texas 78633.**
20170320	**CSW Wolf LP (formerly Endeavor Real Estate Group LTD)**	**Approximately 37.21 acres out of the STUBBLEFIELD, C. Survey and comprising all or part of Williamson County Appraisal District tax parcel R574779, Georgetown, Williamson County, Texas 78626**

20180212	**Presidio II Apartment Investors, LLC**	**approximately 8.624 acres out of the Rachel Saul Survey Abstract No. 551, Williamson County, Texas; Williamson Central Appraisal District reference tract R562948; AKA PRESIDIO PH 2, Lot 1B; Georgetown, Williamson County, Texas.**
20180305	**Turtle Rock Condominiums**	**Approximately 5.242 acres, S11615 – Deer Park – Live Oak – Dominique Sec 2 Amended, Block B, Lot 1, Williamson County, Texas; Williamson Central Appraisal District reference tract R496711**
20180308	**CSW PAM LLC**	**Approximately 4.244 acres, S10584 - BROADSTONE AT PARMER, BLOCK A, Lot 2, Williamson County, Texas; Williamson Central Appraisal District reference tract R528027*; nominal physical access address is 800 ANDERSON MILL RD, AUSTIN, TX 78729 (* see WCAD tracts R569024 and 569025)**
20180312	**Sun City Neighorhood 85 (Pulte Homes of Texas, LP)**	**Approximately 24.5 acres out of the 340.323 acre Burrell Eaves Survey Abstract No. 216 and comprising a portion of Williamson County Appraisal District tax parcels R554917; Georgetown, Williamson County, Texas 78633**
20180314	**Three Points**	**Approximately 45.475 acres more or less (a 26.945 acre tract, a 15.513 acre tract, a 0.35 acre tract, a 0.46 acre tract, and TWO 1.00 acre tracts) out of the John H. Dillard Survey, Abstract No. 179 in Williamson County, Texas; Williamson County, Texas; and comprising all or part of Williamson Central Appraisal District reference tracts R365700, R325397, R032003, R097278. R366986 and R048815; CEDAR PARK, Williamson County, TX 78613**
20180517	**CSW Georgetown**	**Approximately 6.079 acres, further identified as AW0558 AW0558, out of the Stubblefield, C. Survey, Williamson County, Texas; Williamson Central Appraisal District reference tract R040700; Georgetown, TX, 78626**
20180529	**Parmer Ranch Partners, LP**	**A project site of approximately 454.7 acres, a combination of two tracts out of the Chas H. Delaney Survey, Abstract No. 181 and the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; located at the intersection of Ronald Reagan Boulevard and Williams Drive (FM 2338), Georgetown, TX**
20180613	**H4 Georgetown (Hillwood)**	**Approximately 365.688 acres, a combination of two tracts; an approximate 129± acre tract (west tract) located in the Joseph Thompson Survey, Abstract No. 608; and, a 236± acre tract (east tract) located in the Joseph Thompson Survey, Abstract No. 608 and the Clement Stubblefield Survey, Abstract No. 558; Williamson County, Texas located on both east and west sides of sides of the City of Georgetown right-of-way extension of D.W. Wood Road (aka Southwest Bypass) and comprising all or part of Williamson Central Appraisal District reference tracts R040821, R420728, R534930, R040717, R534928, R526043, R313624, R040756 and R548562.**

20180627	**RR Campus LP**	**Approximately 127.8± acres, a combination of two tracts out of the William J. Baker Survey, Abstract No. 64, Williamson, Texas (and a portion of which is in Travis County, Texas and NOT a part of this participation) and comprising all or part of Williamson Central Appraisal District reference tracts R055071, R449714, R499711, R317102, R055075 and R055073;), located northeast of McNeil Drive and Parmer Lane, Austin, Williamson County, TX;**
20180925	**Lewis Woods, LLC**	**Approximately 12.237± acres, a combination of two tracts out of the Malcom M. Hornsby Survey No. 69, Abstract No. 281, in Williamson County, Texas and comprising all of Williamson Central Appraisal District reference tract R516425 and R573675; located northwest of the intersection of State Highway 45 and South O'Connor Drive, Austin, Williamson County, Texas**
20180927	**Sedro Crossing**	**Approximately 18.56± acres, a combination of four Williamson County Appraisal District tracts in Georgetown, Williamson County, Texas; WCAD tracts R517372, R517373, R571374 and R517375;**
20181025	**Indigo Ridge Development Partners, LLC**	**Approximately 126.36 acres, further identified as AW0015, out of the Anderson, W. Survey, Williamson County, Texas; Williamson Central Appraisal District reference tract R031464; Cedar Park, Williamson County, TX.**
20181127	**GS Lakeline AA Apartments LLC**	**Aproximately 7.62± acres, further identified as Lakeline Gardens Block A, Lot 1, Austin, Williamson County, Texas; Williamson Central Appraisal District reference tract R056479 (combined tracts R573084 and R573085**
20190111	**HMNBC Development (Sauls Ranch)**	**A project site of approximately 40.018 acres of land out of the David Curry Survey, Abstract no. 130 and the E. McDaniel Survey, Abstract no. 441, Williamson County, Texas, AKA Sauls Ranch located northeast of the intersection of Creek Bend Boulevard and Hairy Man Road, Round Rock, Williamson County, Texas; WCAD reference tracts R533967 and R374926.**

20190128	**SFSG - B&M Global (Patience Phase 1)**	**Phase I Tract, located at the northern terminus of VP Ranch DriveGeorgetown, Williamson County, Texas: A project site of approximately 363.204± acres of land out of the John Berry Survey, Abstract Number 98, the Bartholomew Manlove Survey, Abstract Number 420, the Israel Sauls Survey, Abstract Number 595, the James C. Bell Survey, Abstract Number 87, the Robert Milby Survey, Abstract Number 459, the Daniel Medlock Survey, Abstract Number 839, the W.E. Pate Survey, Abstract Number 836, and the Samuel Campbell Survey, Abstract Number 157, and all situated in Williamson County and further described in called tracts (such description to be a part of any subsequent Participation Agreement); and located at the northern terminus of VP Ranch Drive, Williamson County, Texas; WCAD reference tracts R031529, R031741, R032267, R032352, R032362, R032382, R032386, R032387, R513874, R573563, R0573565, and R573567.**
20190306	**Highland Village Phase 1**	**A project site of approximately 68.29± acres of land out of the Lewis P. Dyches Survey No. 171, Williamson County, Texas; located at the northwest corner of Ronald Reagan Blvd. and CR 245; Williamson Central Appraisal District reference tracts R502838 and R576106**
20190307	**Highland Village Phase 2**	**A project site of approximately 123.70± acres of land situated in the Lewis P. Dyches Survey No. 171, Williamson County, Texas; of the total tract approximately 30.79± acres is in the Edwards Limestone geological karst zone; located at the southwest corner of Ronald Reagan Blvd. and CR 245; aka (and included with) 8400 FM 2338, Georgetown, TX; Williamson Central Appraisal District reference tracts R039206, R384085 and R495796.**
20190308	**Reserve at Wyoming Springs**	**A project site of approximately 37.58± acres of land situated in the Jacob M. Harrell Survey No. 284, Williamson County, Texas; located northwest of the intersection of Wyoming Springs Drive and Smyers Lane, Round Rock, Texas; Williamson Central Appraisal District reference tract R327569**
20190312	**Presidio III**	**A project site of approximately 8.541± acres of land out of a larger 68.011 acre tract, R. Saul Survey AW0551, nominal address being 13460 Lyndhurst St., Austin, Williamson County, Texas; the parent tract being Williamson Central Appraisal District reference tract R376662 and being identified as per the attached graphic**
20190313	**Presidio IV**	**A project site of approximately 5.117± acres of land out of a larger 68.011 acre tract, R. Saul Survey AW0551, nominal address being 10520 Lakeline Mall Drive., Austin, Williamson County, Texas; the parent tract being Williamson Central Appraisal District reference tract R376662.**

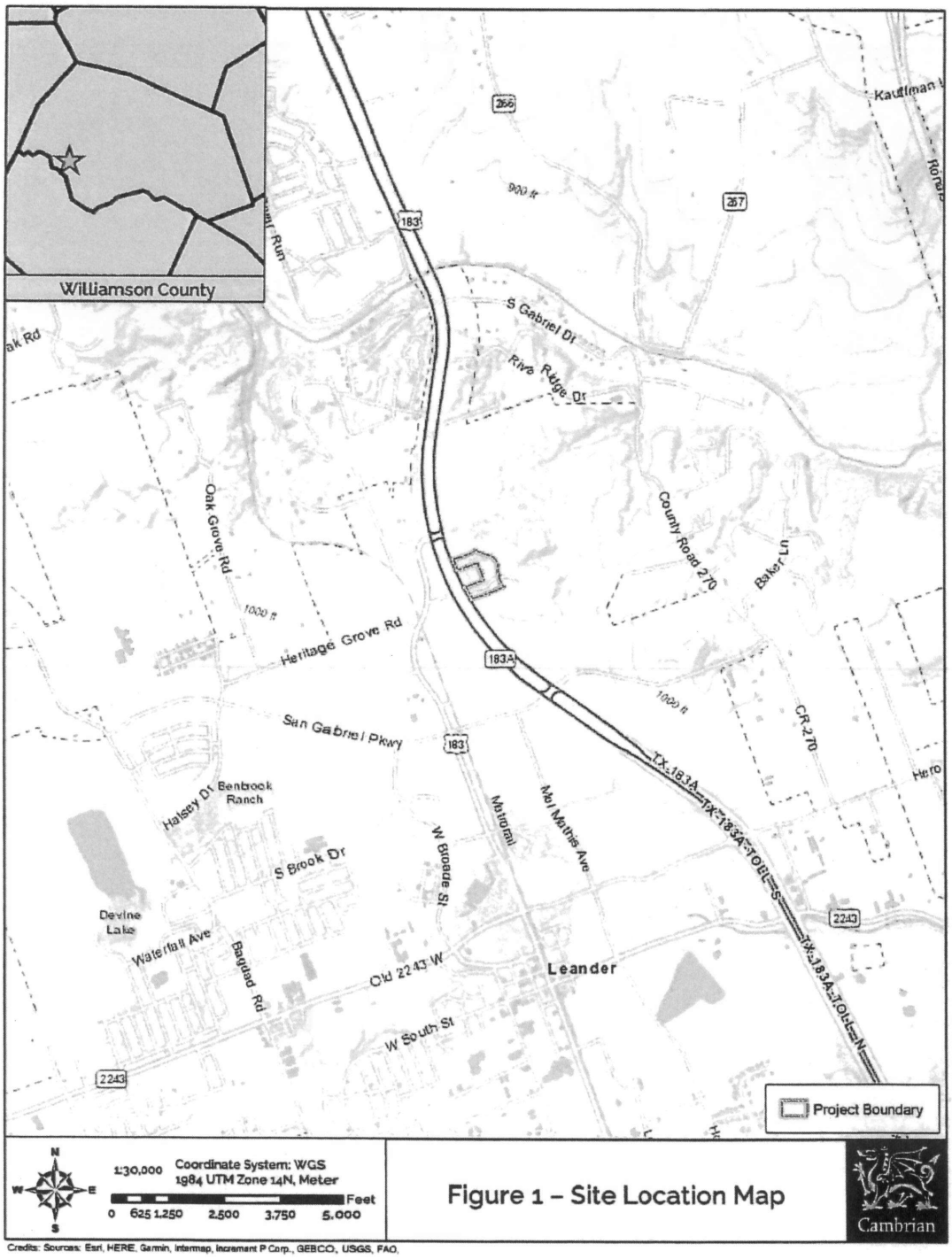
20190501	**Somerset - SC Neighborhood 68**	**A project site of approximately 36.12 acres out of the Fredrick Foy Survey No. 229 and comprising Williamson County Appraisal District tax parcels R388466 and R039471; located approximately 0.39 miles southeast of the intersection of Ronald Reagan Blvd. and CR 245 in the ETJ of Georgetown, Williamson County, Texas**
20190508	**Austin Auro, GP, LLC**	**A project site of approximately 50.105 acres out of the J.M. Harrell Survey No. 284, located north and east of the intersection of County Road 172 and FM 1325, Austin, Williamson County, Texas; comprising Williamson Central Appraisal District reference tracts R432506, R055636, R409307 and R522125**
20190625	**Clear Creek Ranch, Brohn Homes**	**A project site of approximately 25.729± acres of land (out of two tracts being 22.728± acres and 3.001± acres respectively; to be described in subsequent documents); nominal address being 2511 Sam Bass Road, Round Rock and 3 Tiffany Trail, Round Rock, Williamson County, Texas; the tracts being Williamson Central Appraisal District reference tracts R055160, R055221 and R055222**
20190702	**RiversideCA 17, LTD**	**A project site comprising an approximate 16.876 acre tract out of the John H. Dillard Survey, Abstract No. 179 and being a remainder of a 971.30 acre tract; and being described by metes and bounds; Document No. 2002005532 in official public records of Williamson County, Texas; Williamson Central Appraisal District tract R539878**
20190703	**RiversideCA 58, LTD**	**A project site comprising an approximate 53.295± acre tract out of the John H. Dillard Survey, Abstract No. 179 and being a remainder of a 971.30 acre tract; and being described by metes and bounds; Document No. 2002005532 in official public records of Williamson County, Texas; Williamson Central Appraisal District tract R539949**
20190705	**RR Whitestone, LP**	**A project site comprising an approximate 94.889± acre tract out of the John H. Dillard Survey, Abstract No. 179 and being a remainder of a 971.30 acre tract; and being described by metes and bounds; Survey Numbers 2007030948, 2007030951, 2008026486, and 2008048551 in the public records of Williamson County, Texas; Williamson Central Appraisal District tract R327186**
20190722	**Pearson Ranch West**	**A project site of approximately 155.792± acres out of the Rachel Saul Survey, Abstract No. 551 and the Thomas P. Davy Survey, Abstract No. 169 in Williamson County, Texas; being all of a 63.627 acre tract described in Document Nos. 2017006799, 2017006800, 2017006801, 2017006802 and 2017006803 of the official public records of Williamson County, Texas, as well as a portion of a 45.14 acre tract described in Volume 667, Page 315 and a portion of a 295.73 acre tract and all of a 1.000 acre tract to be described in Volume 1844, Page 392, both of the deed records of Williamson County, Texas; nominal address being 14320 Rm 620, Austin, Williamson County, Texas; the tracts being Williamson Central Appraisal District reference tracts R324288, R330616, R324291, R324289, R324292, R056515, R351046. R355497 and R328968.**

20190801	**CWS Brushy MF, LP**	**A project site comprising an approximate 10.723± acre tract out of the Thomas P. Davy Survey, Abstract No. 169 in the public records of Williamson County, Texas; nominal addresses are 15218 RM 620, Austin, Williamson County, TX 78717 and 15230 RM 620, Austin, Williamson County, TX 78717; Williamson Central Appraisal District tracts R311034, R055272, R055278, R055279, R055280 and R055281**
20190903	**Summit West (Novak)**	**A project site of approximately 10.62± acres being a part of RIVERY PARK 2 (BLK B AMD), BLOCK B, Lot 3 and RIVERY PARK 2 (BLK B AMD), BLOCK B, Lot 4, Georgetown, Williamson County, Texas; nominal addresses are (respectively) 1515 Rivery Blvd., Georgetown, and 1531 Rivery Blvd., Georgetown, and comprising Williamson Central Appraisal District reference tracts R471561 and R471562**
20191021	**Lost Woods, M-I Homes**	**A project site comprising three (3) tracts totaling approximately 69.15± acres out of the Anastasha Carr Survey, Abstract No. 122, and further described by metes and bounds; nominal address(es) being 2746 and 2750 CR 175 and 3958 Journey Parkway, Leander, Williamson County, Texas; Williamson Central Appraisal District Tracts R031570, R031573 and R031874**
20191108	**Central West Development**	**A project site of approximately 2.3 acres, Reata East, BLOCK B, Lot 3, nominal address being 3105 NORTHWEST BLVD, GEORGETOWN, TX 78628, Williamson County, Texas; comprising Williamson Central Appraisal District reference tracts R099120**
20191206	**JCI Residential**	**A project site of approximately 97.21± acres out of the Samuel Damon League, Abstract No. 179 and in the Rachael Saul League, Abstract No. 551, Williamson County, Texas being a portion of a called 789.508 acre tract of land described in deed to the State of Texas, State Department of Highways and Public Transportation, recorded in Volume 1723, Page 855 of Deed Records of Williamson County and being all of a called 97.24 acre tract of land described as Tract 01, as shown in a survey by Vickrey & Associates, Inc. date February 17, 2018 and further described by metes and bounds; also referenced as Williamson Central Appraisal District reference tract R587361**
20200106	**HM Parkside**	**A project site of approximately 58.949± acres in two tracts out of the I & GH RR Survey, Abstract No 744, Key West Irrigation Co. Survey No. 711 and J.D. Johns Survey, Abstract No. 744, Williamson County, Texas; and the Key West Irrig. Co. Sur., the I & G.N.R.R. CO. SUR., and JOHNS, J.D. SUR. & PATE, W.E. SUR. & MEDLOCK, D. SUR; WCAD reference tracts R489462 and R500984; working name – Parkside on the River, Phase 1A; WCCF file #2020106**

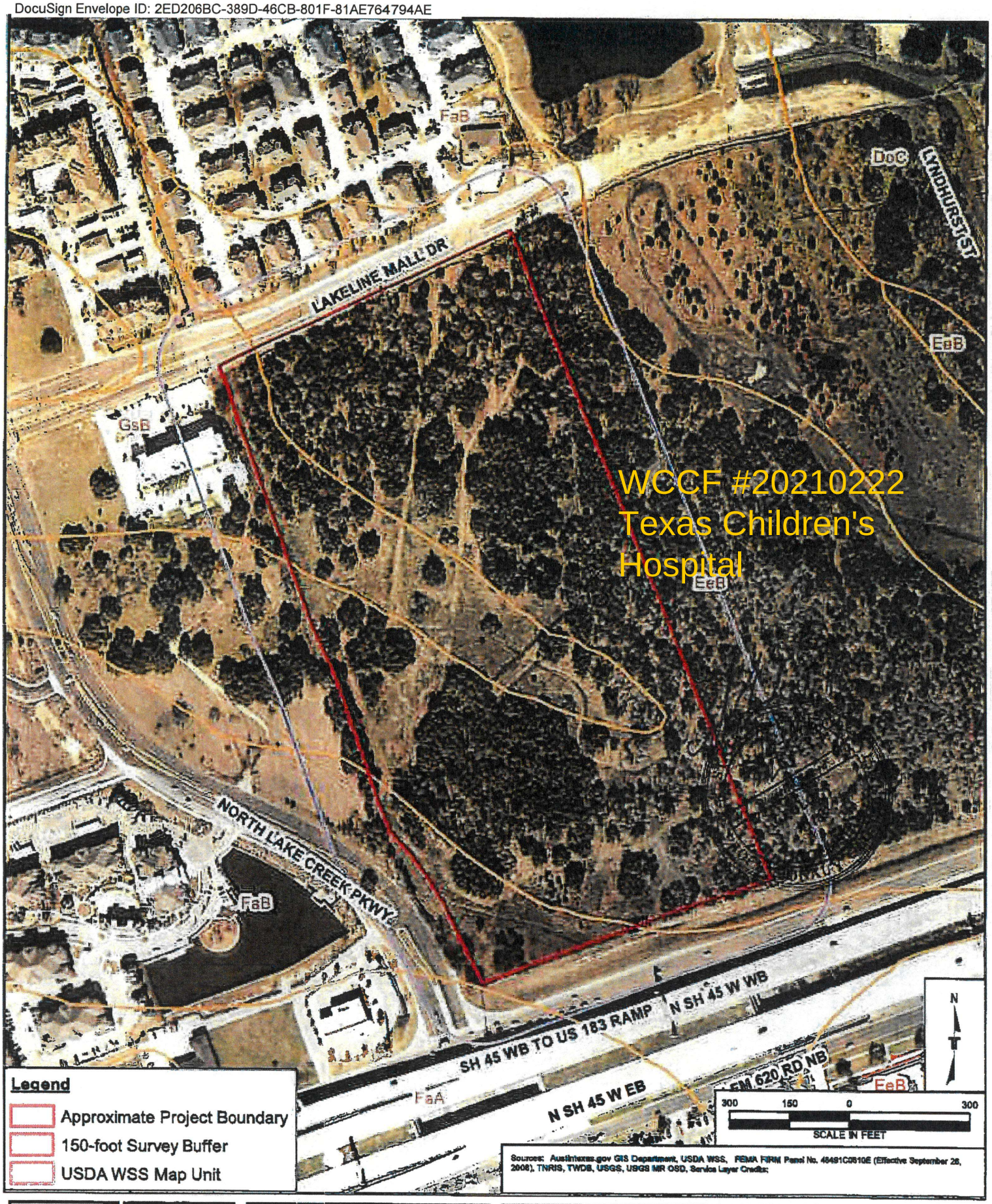
20200110	M2E3 LLC	Beginning approximately at GPS Coordinate (Lat: 30.753435 Long: -97.980263) on the Williamson/Burnet County Line and traversing an approximate distance of 25.6 miles and ending at GPS Coordinate (Lat: 30.754333 Long: -97.633983) at Interstate Highway 35 in north-central Williamson County. The route comprises a 50-foot permanent and 60-foot temporary (for a total 110-foot-wide corridor) including additional temporary work and construction/staging areas. Detailed routing information and appraisal district tax parcels will be a part of the Participation Agreement for this project. The WCCF File Number is WCCF 20200110.
20200116	CA 1100 LTD	NOT ENROLLED
20200117	Aura Avery Ranch	A project site of approximately 15.994± acres out of the AW0170 - Damon, S. Sur., located north and east of the intersection of US 183A and Avery Ranch Blvd, Austin, Williamson County, Texas; nominal address is 13100 Avery Ranch Blvd., Austin, 78714; comprising Williamson Central Appraisal District reference tract R494728; WCCF file #20200117.
20200214	CA 17 Church Tract	NOT ENROLLED
20200316	y Creek (Georgetown) ASLI IX,	A project site comprising approximately 316.203± acres out of the Eaves, B. Survey, Williamson County, Texas; nominal address being 2451 Highway 195, Georgetown, Texas 78633; and comprising Williamson Central Appraisal District tracts R517969, R012043, R012040, R506884, R577943 and R576401; WCCF file #20200316.
20200424	Wolf Lakes Village	A project site of approximately 163.46± acres located northwest of the intersection of SH 29 and Interstate Highway 35, Georgetown, Williamson County, Texas and being described by metes-and-bounds and incorporating thirty-three (33) Williamson Central Appraisal District identified parcels; WCCF file #2020106.
20200728	Parkside on the River	A project site of approximately 272.51± acres in three tracts out of the Thompson, J. Sur, Survey 608; reference tracts are R040816, R472557 and R505989; working name – Parkside on the River, Phase 2; nominal address is 4900 FM 2243 OR 4200 Leander Road, Georgetown, TX; WCCF file #2020728.
20200924	DH Holdings	NOT ENROLLED
20200928	Milestone Community Builders	A project site of approximately 7.19± represented by Williamson Central Appraisal Tract number R036595; legal description S4052 – Marks Place. Lot D & E. Acres 7.19; a project of residential units; nominal address is 900 W PARK ST, CEDAR PARK, TX 78613; WCCF file #2020928.
20201002	Canyons at HCH Ranch	A project site of approximately 364.2± acres represented by Williamson Central Appraisal Tract numbers R324070, R346129, R039184, R041007 and R343745; legal description is tracts from the Casanova Survey, Abstract No. 128; W.A. Turner Survey, Abstract No. 607, and the R. Baker Abstract Survey, No. 824; nominal address is FM 3405, GEORGETOWN, TX 78633, Georgetown, TX 78633 and the tracts are bounded on the south by FM 3405 and on the west by South County Road 289; WCCF file #20201002.

20201201	**Ultimate Construction**	**A project site of approximately 17.3± acres represented by Williamson Central Appraisal Tract number R032337; legal description is 17.302 acres out of the Abner Smith Survey, Abstract Number 599, being the remaining portion of a called 17.755 acre tract of land conveyed to Paul W. Kelley and Wife, Rita S. Kelley, as recorded in volume 855, page 701 of the deed records of Williamson County, Texas; nominal address is CR 264, LEANDER, TX 78641 and fronts CR 264 between 141 and 251 CR 264; the tract is bounded on the north by the Reagans Overlook Phase I; WCCF file #20201201.**
20201214	**Christensen Crest**	**NOT ENROLLED**

WCCF #20210118
Broadstone Bryson LLC



DocuSign Envelope ID: 2ED206BC-389D-46CB-801F-81AE764794AE



Project Mngr:	EC
Drawn By:	Terracon
Checked By:	EC
Approved By:	AS

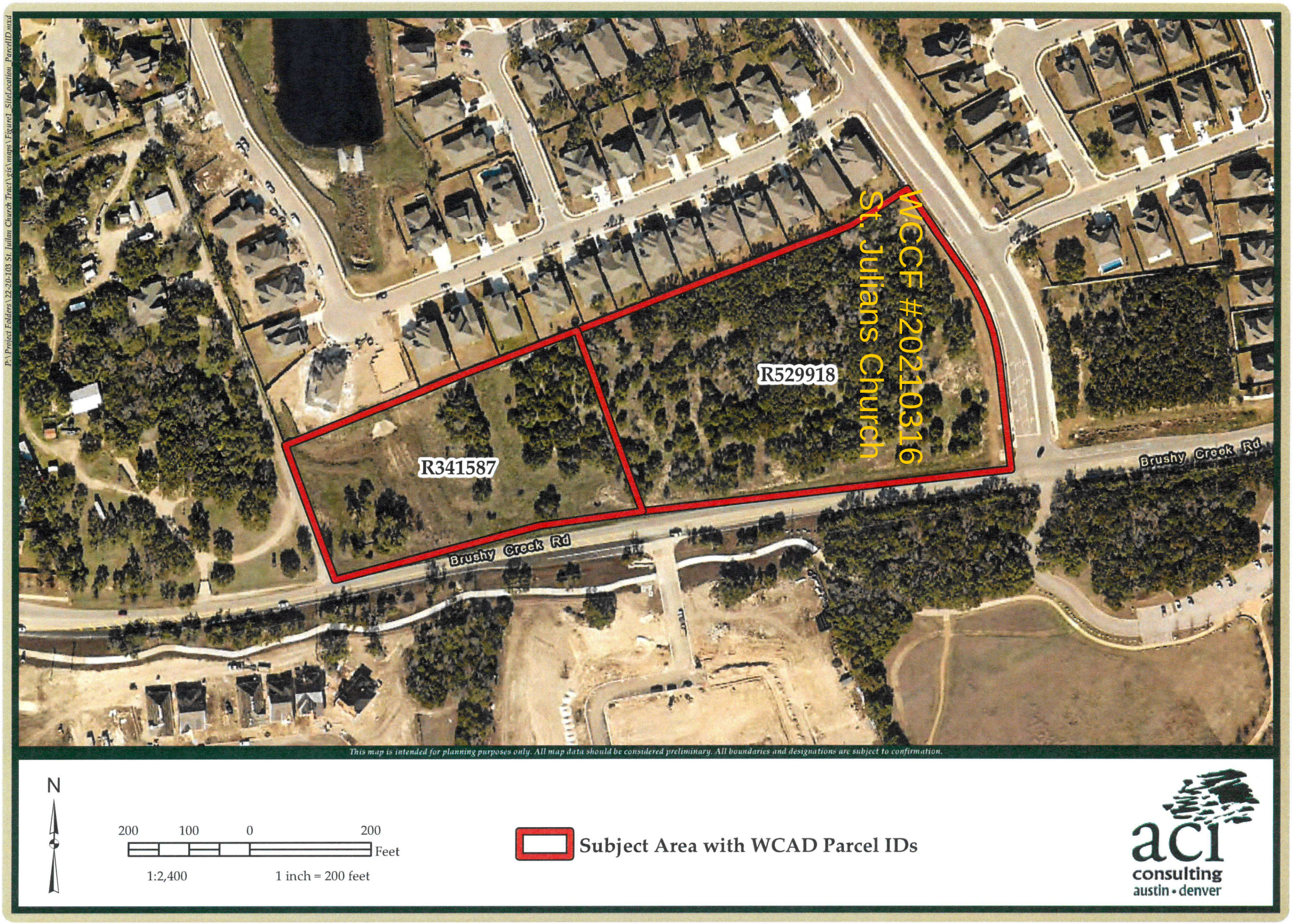
Project No.	96197418A
Scale:	AS SHOWN
File No.:	96197418A
Date:	Jun 19, 2019

Terracon
Consulting Engineers & Scientists
5307 INDUSTRIAL OAKS BLVD. - #160 AUSTIN, TX 78735
PH. (512) 442-1122 FAX. (512) 442-1181

USDA Site Soil Map

Presidio
NEC of North Lake Creek Parkway and TX-45
Austin, Williamson County, Texas

EXHIBIT
2.0

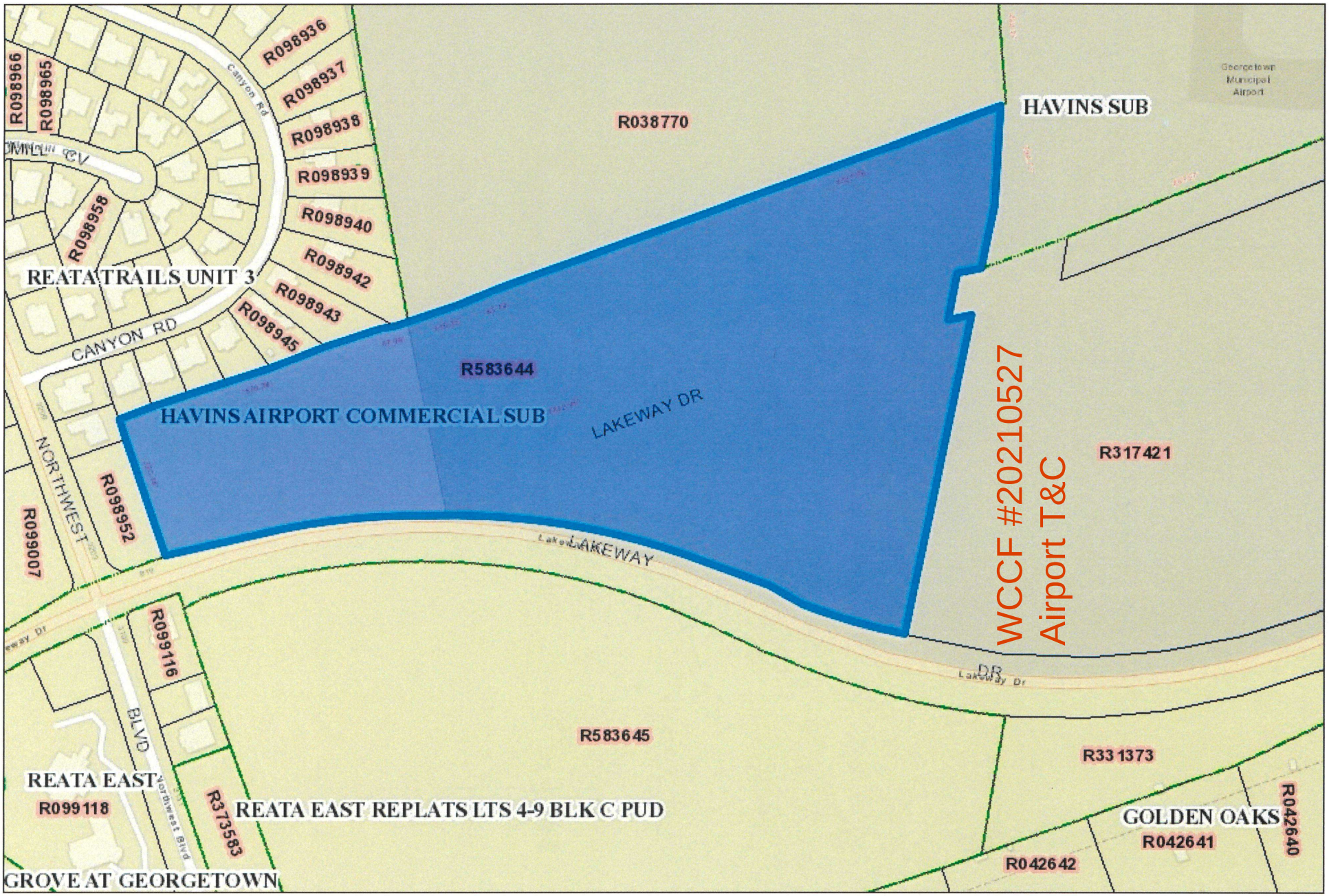


St. Julian's Church Tract

Exhibit C: Parcel Map

aci Project No.: 22-20-103

September 2020



Georgetown Property Airport T&C LLC
Web Print: 07/07/2021

0 296 593 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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Legend

- County Boundary
- Subdivision
- Tax Parcel

WCCF #20210820
MI Homes Lakeline Leander

WCCF 20210820
Web Print: 09/13/2021

0 376 752 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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CAPSTONE EXPANSION PARCEL

Williamson County Appraisal Figure

- Expansion Parcel
- Substation Parcel
- Williamson County Appraisal District Tracts
- Intersecting Williamson County Appraisal District Tracts

Williamson County, TX
USGS 7.5' Quadrangle:
Pflugerville West, TX, 30097-D6

NAD 1983 UTM Zone 14N
97.7396°W 30.453°N

Base Map: ESRI ArcGIS Online, accessed September 2021

Updated: 9/28/2021

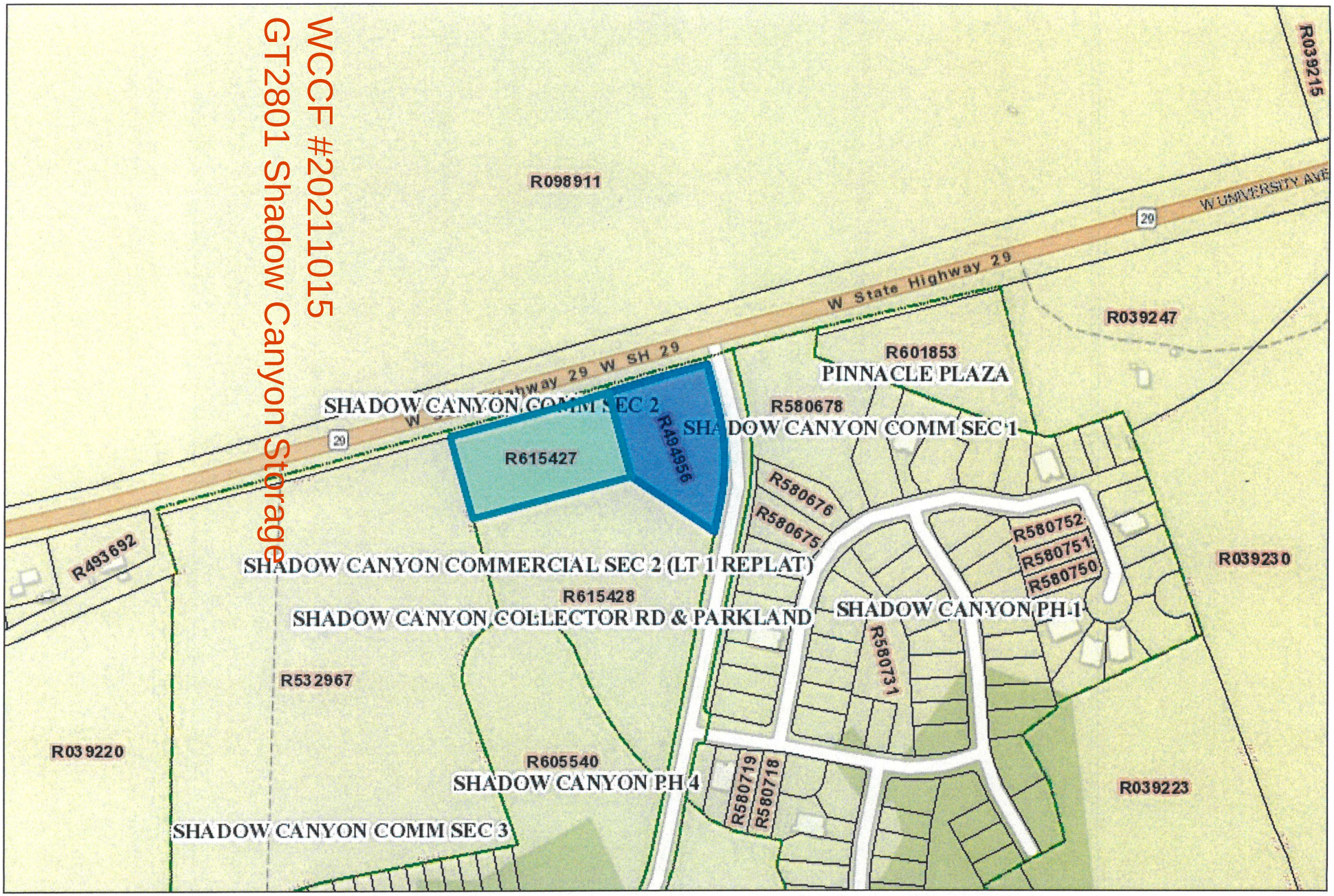
N

1:10,000

Texas

0 470 940 Feet

SWCA



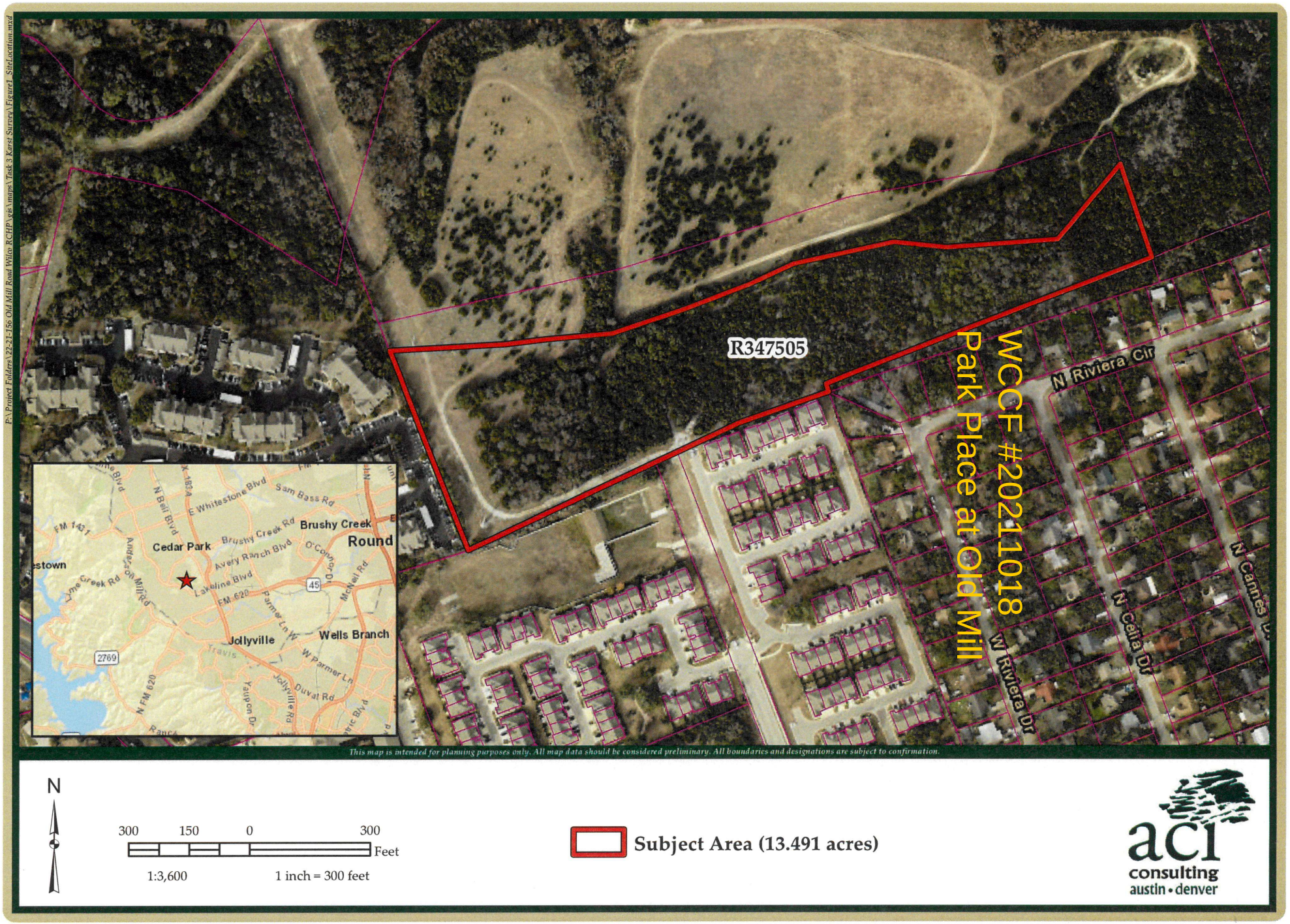
WCCF 20211015 GT 2801

Web Print: 10/28/2021

0 376 752 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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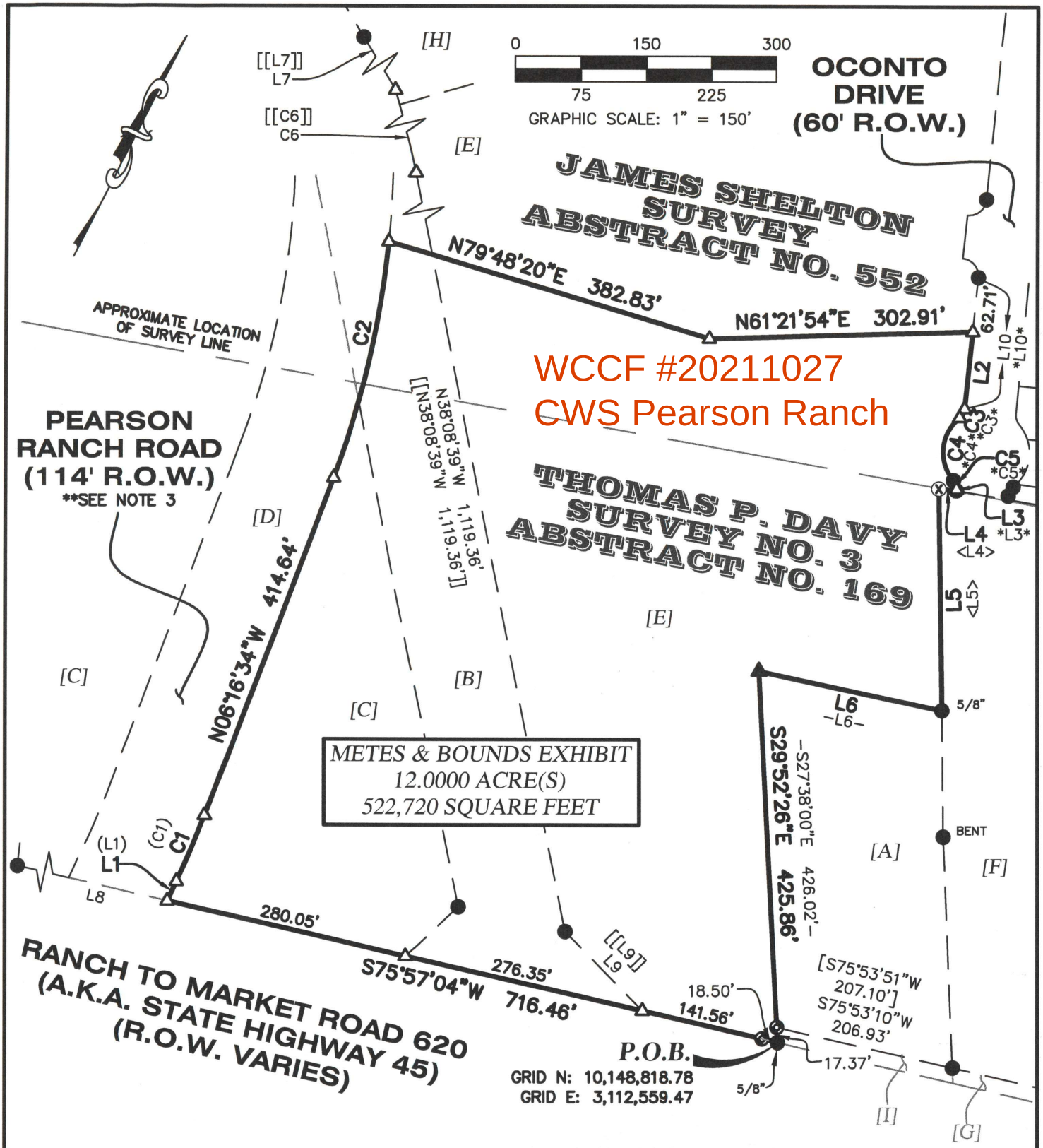


Old Mill Road Tract Wilco RHCP

Exhibit C: Parcel Map

aci Project No.: 22-21-156

October 2021

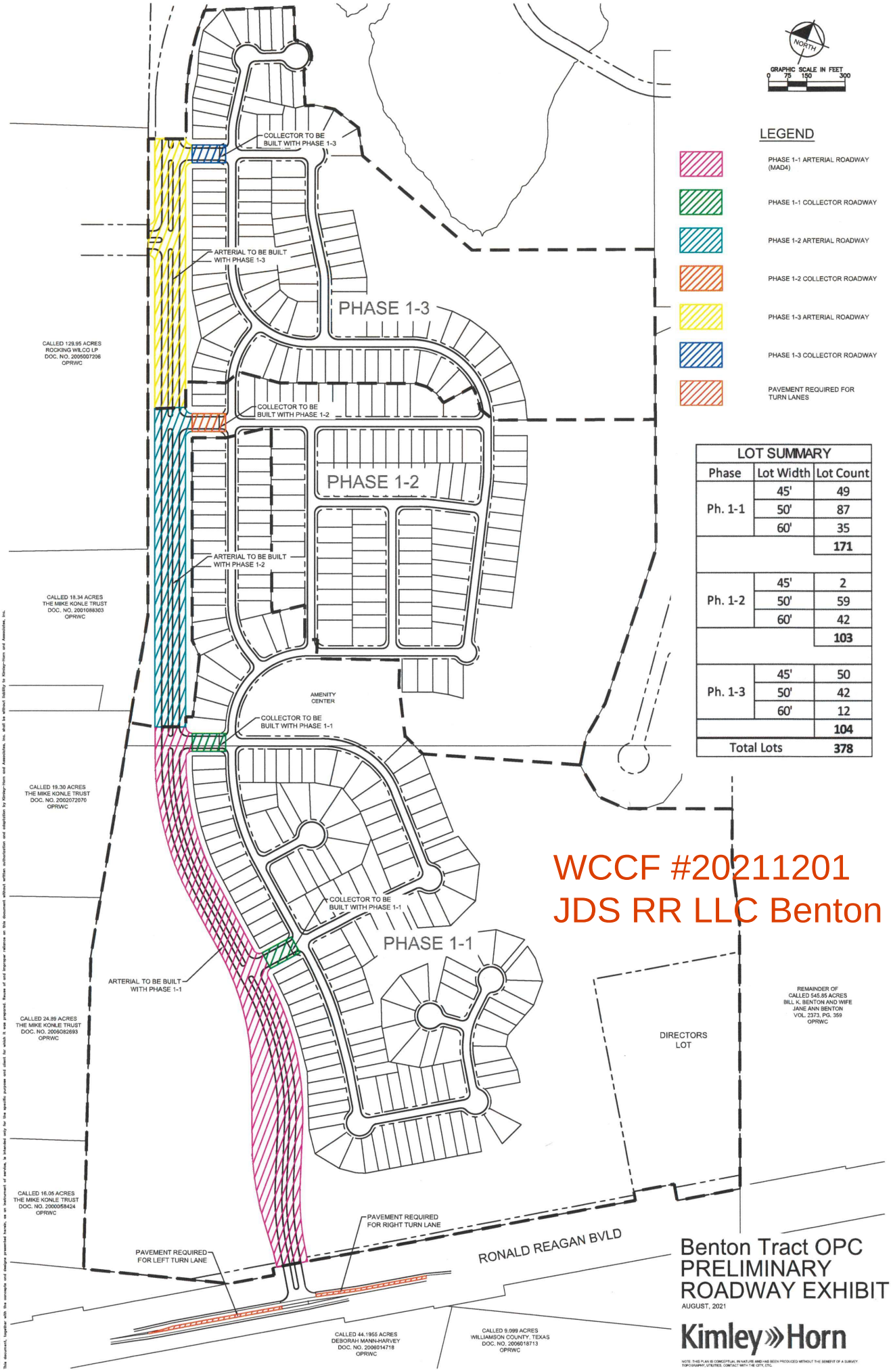


12.0000 ACRES
City of Austin, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	9/23/2020
Project:	00667
Scale:	1" = 150'
Reviewer:	PRB
Tech:	EBD
Field Crew:	TS/DR
Survey Date:	JAN. 2019
Sheet:	1 OF 3

P:\00667\Dwg\00667_Zoning Exhibit-3.dwg



LOT SUMMARY		
Phase	Lot Width	Lot Count
Ph. 1-1	45'	49
	50'	87
	60'	35
		171
Ph. 1-2	45'	2
	50'	59
	60'	42
		103
Ph. 1-3	45'	50
	50'	42
	60'	12
		104
Total Lots		**378**

WCCF #20211201
JDS RR LLC Benton Tract

Benton Tract OPC PRELIMINARY ROADWAY EXHIBIT

AUGUST, 2021

Kimley»Horn

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY. TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Plotted By: Berry, Kirby Date: August 09, 2021 04:55:18pm File Path: K:\AUS_Civil\069291601 Benton – JDS\Entitlements – GENERAL\Civil\Preliminary OPC\PlanSheets\Phase 1 OPC.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

2019 Enrollment list for Tax Benefit Financing

WCCF File	Project identity	Additional identification information
20210118	Broadstone	A project site of approximately 12.249± acres, being out of a called 357.553 acre tract of land, Doc. 2019008206, OPRBC, TX; and being a portion of the William Mansil Survey, Abstract No. 437, City of Leander, Williamson County, Texas; further noted as being part of Williamson Central Appraisal District tracts R032214 and R485834; nominal address is as described by metes and bounds in a represented by Williamson Central Appraisal Tract numbers R600081; legal description is AW0490 - Porter, A.h. Survey; nominal address is HIGHWAY 183, LEANDER, TX 78641; WCCF file #20210118.
20210222	Texas Childrens Hospital	A project site of approximately 24.453± acres, described by metes and bounds, out of a called 128.71 acre tract of land, Doc. 2014063843, being a portion of the Rachel Saul Survey, Abstract No. 551, Williamson County, Texas; further noted as being Williamson Central Appraisal District tracts R590476; nominal address is 10520 LAKELINE MALL DR, AUSTIN, WILLIAMSON COUNTY, TX 78717; WCCF file #20210222.
20210316	St. Julians Church	A project site of approximately 8.621± acres, described by metes and bounds, out of a called 590.017± acre tract of land, Document 2002014102 of John H. Dillard League Abstract 179, Williamson County, Texas; further noted as being Williamson Central Appraisal District tracts R341587 and R52218; nominal address is Brushy Creek Road, Cedar Park, WILLIAMSON COUNTY, TX 78613; WCCF file #20210316.
20210527	Airport T&C	A project site of ±21.694 acres northeast of the intersection of Northwest Blvd and Lakeway Drive as tax parcel R583644 in the Williamson County Appraisal District
20210820	MI Homes Lakeline/Leander	A project site comprising an approximate 26.3± acres lying within the Moses S. Hornsby Survey, Abstract 292, City of Leander, Williamson County, Texas and being a portion a called 30.05 acre tract conveyed to Robyn Summerlin et al in probate deeds in Document No. 2017089223-226 and described in Vol. 952, pg. 333 Official Public Records of Williamson County, Texas. WCAD Parcel ID R032160
20211008	Capstone Campus	A project site comprising an approximate 38.6± acres from parcels R055071, R055470, R056158, and R055075 as an extension of the existing Apple Inc. Capstone Campus described in metes and bounds with a portion of a tract for a substation north of the Williamson-Travis County line.
20211015	GT 2801 Shadow Canyon Storage	A project site of ±3.98 acres at 2801 West University Avenue at the southwest corner of the intersection of W. University Avenue and River Terrace Drive in Georgetown, TX WCAD Parcels R494956 and a portion of R508384.
20211018	Park Place at Old Mill	A project site of ±13.50 acres at the end of Old Mill Road in Cedar Park, Williamson County, Texas. WCAD Parcel ID #R347505

20211027	CWS Pearson Ranch	A project site of ±12.00 out of the Thomas P. Davy Survey No. 3, Abstract No, 169 & James Shelton Survey, Abstract No. 55. As described in metes and bounds on Pearson Ranch Road WCAD Parcels R555378, R601369 and R324294.
20211201	JDS RR LLC Benton Tract	Phase 1-1 and 1-2 of the proposed development on the Benton Tract, WCAD Parcels R335955, R010295, R338977, and R010033.

Commissioners Court - Regular Session **33.**

Meeting Date: 02/01/2022

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	01/18/2022 11:27 AM
Form Started By: Vicky Edwards		Started On: 01/18/2022 10:02 AM
Final Approval Date: 01/18/2022		

Commissioners Court - Regular Session **34.**

Meeting Date: 02/01/2022

22IFB39 - CR 111 Westinghouse Rd NOI

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with Construction Activity under TPEDS Construction General Permit (TXR150000) for 22IFB39 - CR 111 Westinghouse Rd, a Road Bond Program in Commissioner Pct. 3 and Pct. 4 P:292 Funding Source: Road Bond.

Background

Williamson County must submit an NOI to obtain coverage under TPEDS General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ) before commencing Soil disturbing activities on any construction project that will disturb more than five (5) acres of land. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB39 - CR 111 Westinghouse Rd NOI

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/27/2022 11:22 AM
Form Started By: Julissa Vasquez		Started On: 01/21/2022 09:43 AM
Final Approval Date: 01/27/2022		

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR-111 Westinghouse Rd
Does the site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	CR 111 from FM 1460 to SH 130 and CR 110 from CR 107 to CR 111
City	Georgetown
State	TX
ZIP	78626
County	WILLIAMSON
Latitude (N) (##.######)	30.592745
Longitude (W) (-###.######)	-97.618235
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	
What is the name of the Regulated Entity (RE)?	CR-111 Westinghouse Rd
Does the RE site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	CR 111 from FM 1460 to SH 130 and CR 110 from CR 107 to CR 111
City	Georgetown
State	TX
ZIP	78626
County	WILLIAMSON
Latitude (N) (##.######)	30.592745
Longitude (W) (-###.######)	-97.618235
Facility NAICS Code	
What is the primary business of this entity?	Government

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	
Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been	Yes

provided and is legally authorized to do business in Texas.

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	Bill
Middle	
Last	Gravell
Suffix	JR
Credentials	
Title	County Judge

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 100
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5129431550
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	aschiele@wilco.org

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	
First	Julissa
Middle	
Last	Vasquez
Suffix	
Credentials	
Title	Construction Contract Administrator
Enter new address or copy one from list:	

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 100
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125276734
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	

CNOI General Characteristics

Is the project located on Indian Country Lands?	No
Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?	No

If your activity is associated with oil and gas exploration, development, or production, you may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization from EPA Region 6.

What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
If applicable, what is the Secondary SIC Code(s)?	
What is the total number of acres disturbed?	57.75
Is the project site part of a larger common plan of development or sale?	No
What is the estimated start date of the project?	01/24/2022
What is the estimated end date of the project?	06/30/2024
Will concrete truck washout be performed at the site?	Yes
What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	McNutt Creek, Mankins Branch Creek
What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1248
Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	No
Are any of the surface water bodies receiving discharges from the construction site on the 2016 Texas Integrated Report of Surface Water Quality?	No
Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	No
I certify that a stormwater pollution prevention plan has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who operate under a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Commissioners Court - Regular Session **35.**

Meeting Date: 02/01/2022

1812-282 Seward Junction Improvements CO#12-Balancing

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 12 in the amount of ($1,234,080.84) for Project 1812-282 Seward Junction Improvements (Jordan Foster Construction) P:271 and P:274 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds new items to the contract to pay the Contractor for additional work that was originally paid under Force Account Line Item.

999-WC22 Install Additional Project Signs. With the project intersecting 4 locations of existing roadway, it was requested to add 2 additional signs by Williamson County.
999-WC23 Install Hogan Sleeves. This is work that was included in the Real Estate Agreement but was not included in the plans.
999-WC24 Relocate Hogan Water Service. Mr. Hogan's water service had to be relocated due to it being too shallow across Falcon Lane near the subdivision tie-in The line was tied into a nearby existing 8in line. This work was addressed in RFI 3.
999-WC25 Saw and Seal Asphalt at Concrete Pavement. The asphalt was saw cut at the concrete pavement joints and filled with hot asphalt sealant to prevent debris from filling in the joint as it shrinks and expands.
999-WC26 Roadside Mowing. We had the Contractor mow the entire ROW prior to acceptance.
999-WC27 Repair/Replace Damaged Sign. The Contractor repaired and replaced a damaged sign that was run over by the traveling public.
999-WC28 Original Signs Not Used but Fabricated. There were a few signs that the Contractor had fabricated per the plans but were not installed. These signs were fabricated early in the project and were not needed once Change Order 10 for additional signs was executed. These signs were delivered to the Williamson County Sign Shop.
999-WC29 Concrete Cap. Due to the change in class for concrete pipe at Culvert C and D in the US 183 crossover, it was determined that concrete caps needed to be placed over the culverts to reinforce the area at the culverts. This was addressed in RFI 18.

This Change Order results in a net decrease of $1,234,080.84 to the Contract amount, for an adjusted Contract total of $12,839,479.37. The original Contract amount was $13,270,258.10. As a result of this and all Change Orders to-date, $430,778.73 has been deducted from the Contract, resulting in a 3.25% net decrease in the overall Contract cost. As a result of this Change Order, (0) days will be added to the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1812-282 Seward Junction Improvements CO#12-Balancing

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/27/2022 11:31 AM

Form Started By: Julissa Vasquez Started On: 01/24/2022 05:47 PM
Final Approval Date: 01/27/2022

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 12

1. CONTRACTOR: **Jordan Foster Construction**

2. Change Order Work Limits: Sta. **12+99** to Sta. **378+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)

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) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quanities on the project as a result of addressing field conditions not accounted for in the original plans.

6. Work to be performed in accordance with Items: **See attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 01-18-2022

By _____

Typed/Printed Name John Goodrich, P.E.

Typed/Printed Title Executive Vice President

The following information must be provided

Time Ext. #: _____ Days added on this CO: _____

Amount added by this change order: **($1,234,080.84)**

RECOMMENDED FOR EXECUTION:

_____ 1-20-2022
Project Manager Date

N/A
Design Engineer Date

_____ 1/21/2022
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *12* ***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)									
161-WC001	EROSION CONTROL COMPOST (3")	SY	$2.50	72,489.00	$181,222.50	(72,489.00)	0.00	$0.00	($181,222.50)
162-WC103	MULCH TOP DRESSING (5")	SY	$4.25	18,125.00	$77,031.25	(18,125.00)	0.00	$0.00	($77,031.25)
164-WC07	SEED FOR EROSION CONTROL (TEMP & PERM)(TY7)	SY	$0.25	72,489.00	$18,122.25	5,178.50	77,667.50	$19,416.88	$1,294.63
164-WC10	SEED FOR EROSION CONTROL (TY 10)	SY	$0.25	36,245.00	$9,061.25	(36,245.00)	0.00	$0.00	($9,061.25)
166-6002	FERTILIZER	TON	$1,300.00	5.00	$6,500.00	(2.40)	2.60	$3,380.00	($3,120.00)
169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	$1.00	48,426.00	$48,426.00	(21,446.00)	26,980.00	$26,980.00	($21,446.00)
401-6001	FLOWABLE BACKFILL	CY	$105.00	122.00	$12,810.00	33.00	155.00	$16,275.00	$3,465.00
464-6003	RC PIPE (CL III)(18 IN)	LF	$58.00	266.00	$15,428.00	116.00	382.00	$22,156.00	$6,728.00
464-6005	RC PIPE (CL III)(24 IN)	LF	$78.00	735.00	$57,330.00	116.00	851.00	$66,378.00	$9,048.00
467-6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	$1,000.00	7.00	$7,000.00	4.00	11.00	$11,000.00	$4,000.00
467-6395	SET (TY II) (24 IN) (RCP) (6: 1) (P)	EA	$1,200.00	3.00	$3,600.00	(2.00)	1.00	$1,200.00	($2,400.00)
496-6007	REMOV STR (PIPE)	LF	$14.00	64.00	$896.00	116.00	180.00	$2,520.00	$1,624.00
506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$22.00	75.00	$1,650.00	(47.00)	28.00	$616.00	($1,034.00)
506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	$42.00	175.00	$7,350.00	(17.00)	158.00	$6,636.00	($714.00)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	$10.00	250.00	$2,500.00	(64.00)	186.00	$1,860.00	($640.00)
506-6020	CONSTRUCTION EXITS (INSTALL)(TY 1)	SY	$12.00	200.00	$2,400.00	(79.00)	121.00	$1,452.00	($948.00)
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	$9.00	200.00	$1,800.00	(79.00)	121.00	$1,089.00	($711.00)
506-6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	$3.90	11,896.00	$46,394.40	(10,796.00)	1,100.00	$4,290.00	($42,104.40)
506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	$0.50	11,896.00	$5,948.00	(10,796.00)	1,100.00	$550.00	($5,398.00)
SEWARD JUNCTION SOUTHWEST: ALTERNATE #2 (P No. 274)									
310-6001	PRIME COAT (MULTI OPTION)	GAL	$4.00	10,399.00	$41,596.00	(2,916.00)	7,483.00	$29,932.00	($11,664.00)
360-6005	CONC PVMT (CONT REINF - CRCP) (11")	SY	$58.75	41,104.00	$2,414,860.00	390.00	41,494.00	$2,437,772.50	$22,912.50
529-6002	CONC CURB (TY II)	LF	$5.50	7,083.00	$38,956.50	(266.00)	6,817.00	$37,493.50	($1,463.00)
TOTALS					$3,000,882.15			$2,690,996.88	($309,885.27)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***12*** ***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
529-6008	CONC CURB & GUTTER (TY II)	LF	$11.50	1,030.00	$11,845.00	(17.00)	1,013.00	$11,649.50	($195.50)
529-6032	CONCRETE GUTTER (MODIFIED)	LF	$16.00	895.00	$14,320.00	168.00	1,063.00	$17,008.00	$2,688.00
SEWARD JUNCTION SOUTHEAST (P No. 271)									
104-6017	REMOVING CONC (DRIVEWAYS)	SY	$15.00	282.00	$4,230.00	86.00	368.00	$5,520.00	$1,290.00
106-6002	OBLITERATING ABANDONED ROAD	SY	$3.20	6,621.00	$21,187.20	(1,621.00)	5,000.00	$16,000.00	($5,187.20)
110-6002	EXCAVATION (CHANNEL)	CY	$12.00	18,278.00	$219,336.00	(5,396.00)	12,882.00	$154,584.00	($64,752.00)
164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	SY	$0.65	35,477.00	$23,060.05	5,369.00	40,846.00	$26,549.90	$3,489.85
164-WC07	SEEDING FOR EROSION CONTROL (TEMP & PERM)(TY 7)	SY	$0.25	106,430.00	$26,607.50	1,787.00	108,217.00	$27,054.25	$446.75
166-6002	FERTILIZER	TON	$1,300.00	4.43	$5,759.00	(0.13)	4.30	$5,590.00	($169.00)
169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	$1.00	32,560.00	$32,560.00	(8,176.00)	24,384.00	$24,384.00	($8,176.00)
400-6006	CUT & RESTORING PAV	SY	$120.00	34.00	$4,080.00	(23.00)	11.00	$1,320.00	($2,760.00)
400-6009	CEMENT STAB BACKFILL (INLET OR MH)	CY	$115.00	10.40	$1,196.00	(10.40)	0.00	$0.00	($1,196.00)
422-6015	APPROACH SLAB	CY	$330.00	176.90	$58,377.00	23.40	200.30	$66,099.00	$7,722.00
432-6001	RIPRAP (CONC)(4 IN)	CY	$360.00	153.40	$55,224.00	(14.40)	139.00	$50,040.00	($5,184.00)
432-6008	RIPRAP (CONC)(CL B)(RR8&RR9)	CY	$370.00	269.00	$99,530.00	(103.00)	166.00	$61,420.00	($38,110.00)
432-6017	RIPRAP (STONE TY R)(DRY)(18 IN)	CY	$115.00	371.00	$42,665.00	(229.00)	142.00	$16,330.00	($26,335.00)
432-6045	RIPRAP (MOW STRIP)(4 IN)	CY	$375.00	75.00	$28,125.00	(7.00)	68.00	$25,500.00	($2,625.00)
459-6007	GABION MATTRESSES (GALV)(12 IN)	SY	$55.00	1,578.00	$86,790.00	(625.92)	952.08	$52,364.40	($34,425.60)
460-6013	CMP AR (GAL STL DES 6)	LF	$350.00	5.00	$1,750.00	(5.00)	0.00	$0.00	($1,750.00)
464-6003	RC PIPE (CL III)(18 IN)	LF	$58.00	210.00	$12,180.00	72.00	282.00	$16,356.00	$4,176.00
467-6326	SET (TY II) (12 IN) (RCP) (6: 1) (P)	EA	$1,000.00	2.00	$2,000.00	(1.00)	1.00	$1,000.00	($1,000.00)
496-6007	REMOV STR (PIPE)	LF	$14.00	171.00	$2,394.00	90.00	261.00	$3,654.00	$1,260.00
496-6043	REMOV STR (SMALL FENCE)	LF	$2.00	5,800.00	$11,600.00	(1,986.00)	3,814.00	$7,628.00	($3,972.00)
506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$22.00	495.00	$10,890.00	(410.00)	85.00	$1,870.00	($9,020.00)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	$10.00	460.00	$4,600.00	(375.00)	85.00	$850.00	($3,750.00)
506-6038	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	LF	$2.15	5,585.00	$12,007.75	12,424.00	18,009.00	$38,719.35	$26,711.60
506-6039	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	LF	$0.50	5,585.00	$2,792.50	12,424.00	18,009.00	$9,004.50	$6,212.00
506-6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	$3.90	50.00	$195.00	(50.00)	0.00	$0.00	($195.00)
506-6042	BIODEG EROSN CONT LOGS (INSTL) (18")	LF	$4.50	90.00	$405.00	(90.00)	0.00	$0.00	($405.00)
506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	$0.50	140.00	$70.00	(140.00)	0.00	$0.00	($70.00)
508-6001	CONSTRUCTING DETOURS	SY	$80.00	2,690.00	$215,200.00	(702.00)	1,988.00	$159,040.00	($56,160.00)
529-6038	CONC CURB (RIBBON)	LF	$15.50	1,188.00	$18,414.00	(1,188.00)	0.00	$0.00	($18,414.00)
550-6006	GATE (REMOVE)	EA	$550.00	1.00	$550.00	1.00	2.00	$1,100.00	$550.00
552-6003	WIRE FENCE (TY C)	LF	$8.70	3,945.00	$34,321.50	(823.00)	3,122.00	$27,161.40	($7,160.10)
552-6004	WIRE FENCE (TY D)	LF	$12.00	188.00	$2,256.00	(188.00)	0.00	$0.00	($2,256.00)
552-6005	GATE (TY 1)	EA	$1,000.00	1.00	$1,000.00	(1.00)	0.00	$0.00	($1,000.00)
560-6011	MAILBOX INSTALL-S (TWW-POST) TY 4	EA	$180.00	1.00	$180.00	3.00	4.00	$720.00	$540.00
The "Totals" from Table B of the previous work sheet:					$3,000,882.15			$2,690,996.88	($309,885.27)
TOTALS					$4,068,579.65			$3,519,513.18	($549,066.47)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 12 ***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
560-6012	MAILBOX INSTALL-D (TWW-POST) TY 4	EA	$210.00	1.00	$210.00	(1.00)	0.00	$0.00	($210.00)
644-6071	RELOCATE SM RD SN SUP&AM TY TWT	EA	$420.00	1.00	$420.00	(1.00)	0.00	$0.00	($420.00)
658-6059	INSTL OM ASSM (OM-4) (FLX) GND	EA	$100.00	2.00	$200.00	(2.00)	0.00	$0.00	($200.00)
W2.10.A-12"	Pipe, 12" Dia. PVC C-900 Water, Complete in Place, Including Excavation and Backfill	LF	$59.00	605.00	$35,695.00	(605.00)	0.00	$0.00	($35,695.00)
W2.10.A-12"-ARJ	Pipe, 12" Dia. PVC C-900 Water, with Restrained Joints,Complete in Place, Including Excavation and Backfill	LF	$120.00	1,816.00	$217,920.00	(1,816.00)	0.00	$0.00	($217,920.00)
W1.17.A	Ductile Iron Fittings	TON	$13,900.00	4.20	$58,380.00	(4.20)	0.00	$0.00	($58,380.00)
W3.21.A12	Valves, Gate 12" Dia.	EA	$3,300.00	13.00	$42,900.00	(13.00)	0.00	$0.00	($42,900.00)
604	Native Seeding for Erosion Control Method, Fiber Mulch	SY	$1.10	5,390.00	$5,929.00	(5,390.00)	0.00	$0.00	($5,929.00)
641	Stabilized Construction Entrance	EA	$2,100.00	2.00	$4,200.00	(2.00)	0.00	$0.00	($4,200.00)
642	Silt Fence for Erosion Control	LF	$2.50	1,425.00	$3,562.50	(1,425.00)	0.00	$0.00	($3,562.50)
G4.06.D	Concrete Trench Cap, 4 ft. Width	LF	$80.00	25.00	$2,000.00	(25.00)	0.00	$0.00	($2,000.00)
G8.09	Remove and Replace Driveway, Gravel	SY	$35.00	21.00	$735.00	(21.00)	0.00	$0.00	($735.00)
G8.09	Remove and Replace Driveway, Concrete	SY	$200.00	21.00	$4,200.00	(21.00)	0.00	$0.00	($4,200.00)
SD1.10	Hot Mix Asphaltic Concrete Pavement, Type D, 2" Thickness	SY	$42.00	30.00	$1,260.00	(15.00)	15.00	$630.00	($630.00)
SD4.08	Flexible Base, 8", For Trench Repair	CY	$100.00	6.67	$667.00	(3.34)	3.33	$333.00	($334.00)
W2.10.A2	Pipe, 2" Dia. SDR-9 PE, New Service Line	LF	$67.00	139.00	$9,313.00	15.00	154.00	$10,318.00	$1,005.00
W1.17.B3x3	Wet Connection, 3"x3" Dia.	EA	$2,100.00	1.00	$2,100.00	1.00	2.00	$4,200.00	$2,100.00
SP.W3.21.A12	Valves, Hydra-Stop Insta-Valve 250 Patriot Series (Patents Pending), 12" Dia., or written preapproved equal, Including cost of installation on active water line, Complete in Place	EA	$19,000.00	2.00	$38,000.00	(2.00)	0.00	$0.00	($38,000.00)
W-04	Reconnect single service connections, incl. new meters per detail W-04	EA	$3,800.00	3.00	$11,400.00	1.00	4.00	$15,200.00	$3,800.00
SEWARD JUNCTION SOUTHEAST: ALTERNATE #2 (P No. 271)									
529-6002	CONC CURB (TY II)	LF	$5.50	5,709.00	$31,399.50	428.00	6,137.00	$33,753.50	$2,354.00
530-6004	DRIVEWAYS (CONC)	SY	$68.00	1,155.00	$78,540.00	214.00	1,369.00	$93,092.00	$14,552.00
SEWARD JUNCTION SOUTHWEST CROSSOVER @ US 183 (P No. 274)									
106-6002	OBLITERATING ABANDONED ROAD	SY	$3.20	1,573.00	$5,033.60	(318.00)	1,255.00	$4,016.00	($1,017.60)
161-WC001	EROSION CONTROL COMPOST (3")	SY	$2.50	7,720.00	$19,300.00	(7,720.00)	0.00	$0.00	($19,300.00)
164-WC10	SEEDING FOR EROSION CONTROL (TY 10)	SY	$0.25	3,860.00	$965.00	(3,860.00)	0.00	$0.00	($965.00)
169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	$1.00	3,284.00	$3,284.00	(1,794.00)	1,490.00	$1,490.00	($1,794.00)
506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$22.00	25.00	$550.00	(25.00)	0.00	$0.00	($550.00)
506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	$42.00	50.00	$2,100.00	(50.00)	0.00	$0.00	($2,100.00)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	$10.00	75.00	$750.00	(75.00)	0.00	$0.00	($750.00)
506-6020	CONSTRUCTION EXITS (INSTALL)(TY 1)	SY	$12.00	133.00	$1,596.00	(133.00)	0.00	$0.00	($1,596.00)
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	$9.00	133.00	$1,197.00	(133.00)	0.00	$0.00	($1,197.00)
506-6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	$3.90	1867.00	$7,281.30	(1,867.00)	0.00	$0.00	($7,281.30)
506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	$0.50	1867.00	$933.50	(1,867.00)	0.00	$0.00	($933.50)
529-6008	CONC CURB & GUTTER (TY II)	LF	$19.00	1006.00	$19,114.00	(17.00)	989.00	$18,791.00	($323.00)
618-6053	CONDT (PVC) (SCH 80) (3")	LF	$15.00	1920.00	$28,800.00	(411.00)	1,509.00	$22,635.00	($6,165.00)
618-6054	CONDT (PVC) (SCH 80) (3") (BORE)	LF	$30.00	2568.00	$77,040.00	(1,353.00)	1,215.00	$36,450.00	($40,590.00)
624-6002	GROUND BOX TY A (122311)W/APRON	EA	$850.00	16.00	$13,600.00	(9.00)	7.00	$5,950.00	($7,650.00)
The "Totals" from Table B of the previous work sheet:					$4,068,579.65			$3,519,513.18	($549,066.47)
TOTALS					$4,799,155.05			$3,766,371.68	($1,032,783.37)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *12* ***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
SEWARD JUNCTION SOUTHWEST CROSSOVER @ US 183: ALTERNATE #2 (P No. 274)									
310-6001	PRIME COAT (MULTI OPTION)	GAL	$4.00	1006.00	$4,024.00	(474.00)	532.00	$2,128.00	($1,896.00)
PEC POND (P No. 271)									
420-6074	CL C CONC (MISC)	CY	$575.00	104.00	$59,800.00	(11.81)	92.19	$53,009.25	($6,790.75)
432-6002	RIPRAP (CONC)(5 IN)	CY	$380.00	31.00	$11,780.00	(7.00)	24.00	$9,120.00	($2,660.00)
506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$22.00	15.00	$330.00	(15.00)	0.00	$0.00	($330.00)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	$10.00	15.00	$150.00	(15.00)	0.00	$0.00	($150.00)
506-6020	CONSTRUCTION EXITS (INSTALL)(TY 1)	SY	$12.00	30.00	$360.00	(30.00)	0.00	$0.00	($360.00)
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	$9.00	30.00	$270.00	(30.00)	0.00	$0.00	($270.00)
506-6038	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	LF	$2.15	210.00	$451.50	(210.00)	0.00	$0.00	($451.50)
506-6039	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	LF	$0.50	210.00	$105.00	(210.00)	0.00	$0.00	($105.00)
ALTERNATE #4 - CITY OF GEORGETOWN WATER LINE (8" & 12" PVC) (P No. 271)									
W3.21.A12	Valves, Gate 12" Dia.	EA	$3,200.00	13.00	$41,600.00	2.00	15.00	$48,000.00	$6,400.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT									
999-WC01	FORCE ACCOUNT	DOL	$1.00	55000.00	$55,000.00	(55,000.00)	0.00	$0.00	($55,000.00)
585-WC01	FORCE ACCOUNT ESTIMATED RIDE QUALITY BONUS/PENALTY	DOL	$1.00	131243.00	$131,243.00	(131,243.00)	0.00	$0.00	($131,243.00)
341-WC01	FORCE ACCOUNT ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	DOL	$1.00	47739.00	$47,739.00	(47,739.00)	0.00	$0.00	($47,739.00)
341-WC02	FORCE ACCOUNT ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D SURFACE)	DOL	$1.00	18393.00	$18,393.00	(18,393.00)	0.00	$0.00	($18,393.00)
ADDITIONAL (NEW) CONTRACT ITEMS ADDED BY CHANGE ORDER									
SOUTHWEST (P No. 274)									
506S-WC01	ADJUSTING EXISTING MH	EA	$4,973.38	2.00	$9,946.75	3.00	5.00	$24,866.88	$14,920.13
999-012	BYPASS PUMPING	DAY	$5,175.00	3.00	$15,525.00	(2.00)	1.00	$5,175.00	($10,350.00)
999-022	INSTALL ADDITIONAL PROJECT SIGNS	EA	$888.33	0.00	$0.00	2.00	2.00	$1,776.66	$1,776.66
999-023	INSTALL HOGAN SLEEVES	LF	$12.45	0.00	$0.00	434.00	434.00	$5,403.30	$5,403.30
999-024	RELOCATE HOGAN WATER SERVICE	LS	$5,508.55	0.00	$0.00	1.00	1.00	$5,508.55	$5,508.55
999-025	SAW AND SEAL ASPHALT AT CONCRETE PAVE	LF	$2.67	0.00	$0.00	260.00	260.00	$694.20	$694.20
999-026	ROADSIDE MOWING	AC	$182.76	0.00	$0.00	15.00	15.00	$2,741.40	$2,741.40
999-028	SIGNS NOT USED	EA	$82.84	0.00	$0.00	4.00	4.00	$331.37	$331.37
SOUTHEAST (P No. 271)									
310-6001	PRIME COAT (MULTI-OPTION)	GAL	$4.00	4347.00	$17,388.00	(451.00)	3,896.00	$15,584.00	($1,804.00)
999-025	SAW AND SEAL ASPHALT AT CONCRETE PAVE	LF	$2.67	0.00	$0.00	278.00	278.00	$742.26	$742.26
999-026	ROADSIDE MOWING	AC	$182.76	0.00	$0.00	18.00	18.00	$3,289.68	$3,289.68
999-027	REPAIR/REPLACE DAMAGED SIGN	LS	$1,318.17	0.00	$0.00	1.00	1.00	$1,318.17	$1,318.17
999-028	SIGNS NOT USED	EA	$82.84	0.00	$0.00	4.00	4.00	$331.37	$331.37
PEC POND (P No. 271)									
132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	$9.00	385.00	$3,465.00	187.00	572.00	$5,148.00	$1,683.00
CR 260 RECONSTRUCTION (P No. 271)									
166-6002	FERTILIZER	TON	$3,711.75	0.03	$111.35	(0.03)	0.00	$0.00	($111.35)
310-6001	PRIME COAT (MULTI OPTION)	GAL	$4.67	340.00	$1,587.80	(140.00)	200.00	$934.00	($653.80)
316-6193	AGGR (TY-D GR-5 SAC-B)	CY	$234.37	12.00	$2,812.44	(12.00)	0.00	$0.00	($2,812.44)
316-6413	ASPH (AC-15P, HFRS-2P OR CRS-2P)	GAL	$6.79	482.00	$3,272.78	(482.00)	0.00	$0.00	($3,272.78)
341-6008	D-GR HMA TY-B PG64-22	TON	$79.54	369.00	$29,350.26	9.64	378.64	$30,117.03	$766.77
341-6027	D-GR HMA TY-D SAC-B PG64-22	TON	$104.99	181.00	$19,003.19	19.38	200.38	$21,037.90	$2,034.71
506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	LF	$26.51	72.00	$1,908.72	(72.00)	0.00	$0.00	($1,908.72)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	$14.05	72.00	$1,011.60	(72.00)	0.00	$0.00	($1,011.60)
506-6038	TEMP SEDIMENT CONTROL FENCE (INSTALL)	LF	$5.30	30.00	$159.00	(5.00)	25.00	$132.50	($26.50)
506-6039	TEMP SEDIMENT CONTROL FENCE (REMOVE)	LF	$5.30	30.00	$159.00	(5.00)	25.00	$132.50	($26.50)
529-6038	CONC CURB (RIBBON)	LF	$38.18	60.00	$2,290.80	(8.00)	52.00	$1,985.36	($305.44)
666-6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	$6.90	48.00	$331.20	(8.00)	40.00	$276.00	($55.20)
SEWARD JUNCTION SOUTHWEST CROSSOVER @ US 183: ALTERNATE #2 (P No. 274)									
999-029	CONCRETE CAP	SY	$77.91	0.00	$0.00	494.00	494.00	$38,487.54	$38,487.54
The "Totals" from Table B of the previous work sheet:					$4,799,155.05			$3,766,371.68	($1,032,783.37)
TOTALS					$5,278,723.44			$4,044,642.60	($1,234,080.84)

Williamson County Road Bond Program

Seward Junction Improvements
Williamson County Project No. 1812-282

Change Order No. 12
Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds new items to the contract to pay the Contractor for additional work that was originally paid under the Force Account Line Item. The added work includes:

999-WC22 Install Additional Project Signs. With the project intersecting 4 locations of existing roadway, it was requested to add 2 additional signs by Williamson County.

999-WC23 Install Hogan Sleeves. This is work that was included in the Real Estate Agreement but was not included in the plans.

999-WC24 Relocate Hogan Water Service. Mr. Hogan's water service had to be relocated due to it being too shallow across Falcon Lane near the subdivision tie-in The line was tied into a nearby existing 8in line. This work was addressed in RFI 3.

999-WC25 Saw and Seal Asphalt at Concrete Pavement. The asphalt was saw cut at the concrete pavement joints and filled with hot asphalt sealant to prevent debris from filling in the joint as it shrinks and expands.

999-WC26 Roadside Mowing. We had the Contractor mow the entire ROW prior to acceptance.

999-WC27 Repair/Replace Damaged Sign. The Contractor repaired and replaced a damaged sign that was run over by the traveling public.

999-WC28 Original Signs Not Used but Fabricated. There were a few signs that the Contractor had fabricated per the plans but were not installed. These signs were fabricated early in the project and were not needed once Change Order 10 for additional signs was executed. These signs were delivered to the Williamson County Sign Shop.

999-WC29 Concrete Cap. Due to the change in class for concrete pipe at Culvert C and D in the US 183 crossover, it was determined that concrete caps needed to be placed over the culverts to reinforce the area at the culverts. This was addressed in RFI 18.

Below is the list of new items added this change order:

ITEM	DESCRIPTION	QTY	UNIT
999-WC22	INSTALL ADDITIONAL PROJECT SIGNS	2	EA
999-WC23	INSTALL HOGAN SLEEVES	434	LF
999-WC24	RELOCATE HOGAN WATER SERVICE	1.00	LS
999-WC25	SAW AND SEAL ASPHALT AT CONCRETE PAVEMENT	538	LF
999-WC26	ROADSIDE MOWING	33	AC
999-WC27	REPAIR/REPLACE DAMAGED SIGN	1	LS
999-WC28	ORIGINAL SIGNS NOT USED BUT FABRICATED	8	EA
999-WC29	CONCRETE CAP	494	SY

This Change Order results in a net decrease of $1,234,080.84 to the Contract amount, for an adjusted Contract total of $12,839,479.37. The original Contract amount was $13,270,258.10. As a result of this and all Change Orders to-date, $430,778.73 has been deducted from the Contract, resulting in a 3.25% net decrease in the overall Contract cost. As a result of this Change Order, (0) days will be added to the contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

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

999-022

JORDAN FOSTER CONSTRUCTION

15603 North IH 35
Pflugerville, TX 78660
P: 512.990.8313
F: 512.990.3785

A Foundation of Excellence℠

July 16, 2019

HNTB
101 E. Old Settlers Blvd., Ste. 100
Round Rock, TX 78664

Attn: Eddie Church, P.E.

Re: Project No. 1812-282
Seward Junction Improvements
Williamson County

Dear Mr. Church:

The following is the unit price for the requested additional project signs on the above referenced project.

Item 000-0000	ADDITIONAL PROJECT SIGNS					
Contractor Cost per Unit				$888.33		
Approx.	2	EA	@	$888.33	=	$1,776.66

The cost breakdown including invoice 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: Invoice.

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Place Additional Project Signs

Estimated Quantity 2 EA

MATERIAL:

	Quantity	Unit	Material Rate	Material Compensation 25%	Total Material Rate			
	2.00	EA	703.63	175.91	879.54	=	$	1,759.08
							$	1,759.08
SUBTOTAL COST							$	1,759.08
Bond Cost	1%						$	17.59
TOTAL COST							$	1,776.67
UNIT PRICE						**$888.33 /EA**		

Flasher Equipment Co.
P.O. BOX 12637
San Antonio TX 78212

Invoice	INV000336847
Date	5/31/2019
Page	1

Bill To:

Jordan Foster Infrastructure
7700 CF Jordan Dr.
El Paso Texas 79912

Ship To:

Jordan Foster Infrastructure
KC Kindel
(512) 990-8313
Seward Junction Improvements

20103

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
SEWARD JUNCTION	RGMCON	T0	CPU	Net 10 Days	5/31/2019	190,056

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
2.0000	2.0000	0.0000	SIGN P1 9648 W1 BK	96X48 WILLIAMSON COUNTY PROJECT S SEWARD JUNCTION IMPROVEMENTS	$0.0000	$650.0000	$1,300.00

Subtotal	$1,300.00
Misc	$0.00
Tax	$107.26
Freight	$0.00
Trade Discount	$0.00
Total	$1,407.26

999-023

JORDAN FOSTER CONSTRUCTION

15603 North IH 35
Pflugerville, TX 78660
P: 512.990.8313
F: 512.990.3785

A Foundation of Excellence℠

July 16, 2019

HNTB
101 E. Old Settlers Blvd., Ste. 100
Round Rock, TX 78664

Attn: Eddie Church, P.E.

Re: Project No. 1812-282
Seward Junction Improvements
Williamson County

Dear Mr. Church:

The following is the unit price for the additional work of installing 3" PVC sleeves as part of the agreement with Mr. Hogan on the above referenced project. The locations of the sleeves are called out on the enclosed plan sheet. Also, additional quantity of PVC pipe, elbows, and caps were included to be used as standpipes.

Item 000-0000	INSTALL HOGAN SLEEVES					
Contractor Cost per Unit				$12.45		
Approx.	434	LF	@	$12.45	=	$5,403.30

The cost breakdown and material invoice are enclosed for review.

If you have any questions, please contact me at (512) 364-3540.

Very Truly Yours,

JORDAN FOSTER CONSTRUCTION

JC Kindel

JC Kindel
Project Manager

Enclosure: Cost Breakdown, Invoice.

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Install Hogan Sleeves
Located at CR 263 and Falcon Ln.

Estimated Quantity 434 LF

LABOR:

	Name	Hourly Wages	Overtime Factor 37.5%	Payroll Taxes/Insur. 55%	Contractor Compensation 25%	Total Hourly Rate	Number of Hours		Total Cost
Scope									
1	Foreman	22.00	8.25	16.64	7.56	54.45	16.00	=	$ 871.20
2	Utility Laborer	20.00	7.50	15.13	6.88	49.50	16.00	=	$ 1,584.00
									$ 2,455.20

MATERIAL:

	Quantity	Unit	Material Rate	Material Compensation 25%	Total Material Rate			
Pipe, 3", PVC, Schedule 40	434.00	LF	1.69	0.42	2.11	=	$	916.83
Pipe, 3", PVC, Schedule 40, Elbow	8.00	EA	5.48	1.37	6.85	=	$	54.80
Pipe, 3", PVC, Schedule 40, Cap	8.00	EA	2.81	0.70	3.51	=	$	28.10
Cement and Primer	2.00	EA	29.39	7.35	36.74	=	$	73.48
							$	1,073.20

EQUIPMENT:

	Quantity	Unit	Equipment Rate	Equipment Compensation 15%	Total Equipment Rate			
Excavator, Caterpillar 308	16.00	HR	46.87	7.03	53.90	=	$	862.41
Compactor, Caterpillar CP-56	8.00	HR	62.37	9.36	71.73	=	$	573.80
Pickup	16.00	HR	20.84	3.13	23.97	=	$	383.46
							$	1,819.67

SUBTOTAL COST		$	5,348.07
Bond Cost	1%	$	53.48
TOTAL COST		$	5,401.55
UNIT PRICE	**$12.45 /LF**		

FERGUSON WATERWORKS

FERGUSON ENTERPRISES, LLC
FERGUSON WATERWORKS #1254
200 PARK CENTRAL BLVD
GEORGETOWN, TX 78626
Phone: 512-930-2262
Fax: 512-930-2388

Deliver To:
From: **Brad Ellis**
Comments:

FERGUSON WATERWORKS #1106
Price Quotation
Phone: 512-930-2262
Fax: 512-930-2388

Bid No: B430025
Bid Date: 07/16/19
Quoted By: BDE

Cust Phone: 915-877-3333
Terms: NET 10TH PROX

Customer:
JORDAN FOSTER CONSTRUCTIO
RGM CONSTRUCTORS
15603 NORTH IH 35
PFLUGERVILLE, TX 78660

Ship To:
JORDAN FOSTER CONSTRUCTIO
RGM CONSTRUCTORS
15603 NORTH IH 35
PFLUGERVILLE, TX 78660

Cust PO#:

Job Name: UNDER DRAIN

Item	Description	Quantity	Net Price	UM	Total
P40BEPM20	3X20 FT PVC S40 BE PIPE	440	155.930	C	686.09
PDWV9M	3 PVC DWV 90 ELL	8	5.060	EA	40.48
P40SCAPM	3 PVC S40 SOC CAP	8	2.600	EA	20.80
O30894	32 OZ PVC BLUE RAIN R SHINE CMNT	2	18.000	EA	36.00
O30758	32 OZ PURP PRMR - NSF LISTED	2	9.150	EA	18.30

Net Total:	$801.67
Tax:	$66.14
Freight:	$0.00
Total:	$867.81

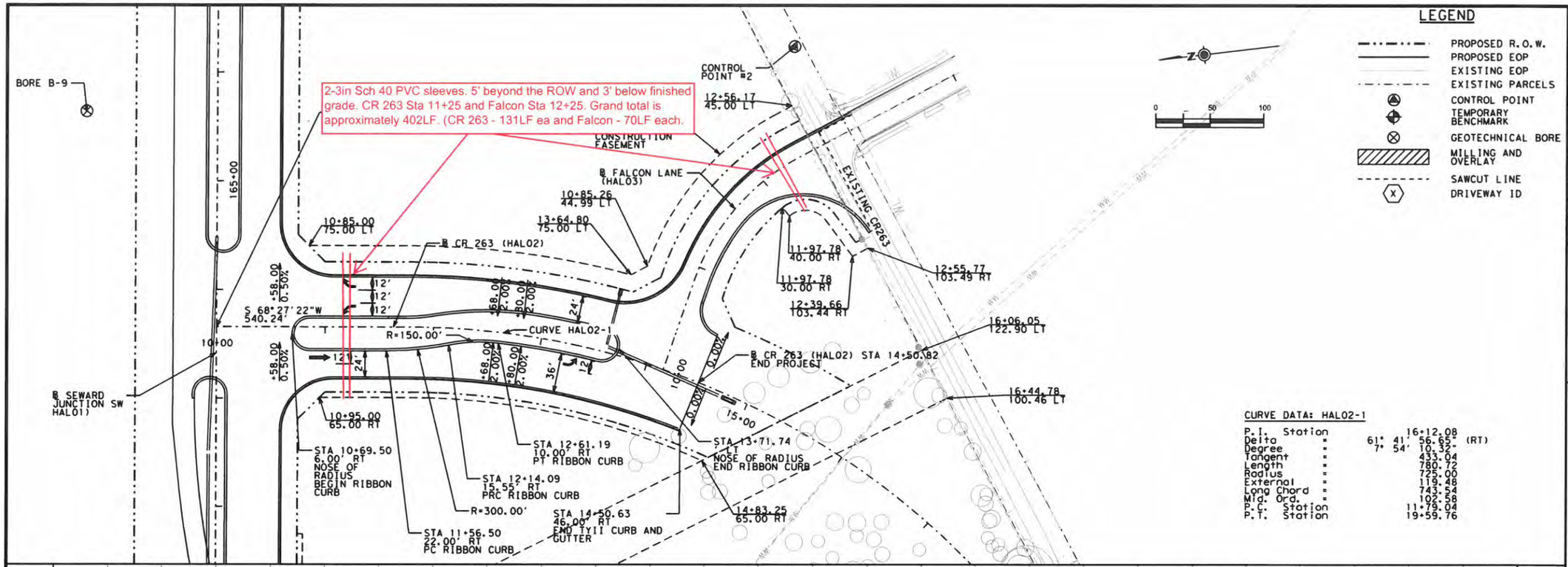
Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

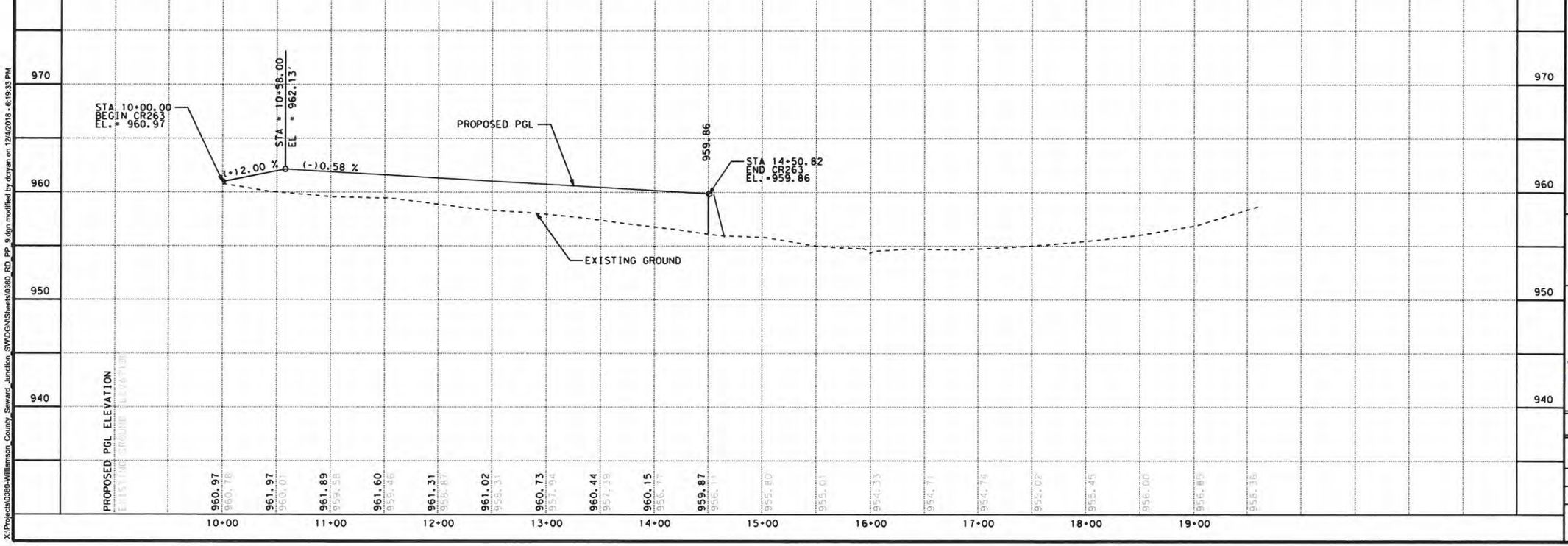
CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1254&on=41271





REVISION DESCRIPTION | DATE | BY | REV. NO.

STATE OF TEXAS
B. RYAN BELL
92578
LICENSED PROFESSIONAL ENGINEER
12/4/2018

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SEWARD JUNCTION SW

COUNTY ROAD 263 PLAN AND PROFILE
SHEET 1 OF 1

K FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY

SCALE	AS NOTED
DATE	12/4/2018
SHEET NUMBER	58 OF 266

X:\Projects\0380-Williamson County_Seward Junction_SWD\GNI\Sheets\0380_RD_PP_9.dgn modified by dcryan on 12/4/2018 - 6:19:33 PM

999-024

JORDAN FOSTER CONSTRUCTION

15603 North IH 35
Pflugerville, TX 78660
P: 512.990.8313
F: 512.990.3785

A Foundation of Excellence℠

July 23, 2019

HNTB
101 E. Old Settlers Blvd., Ste. 100
Round Rock, TX 78664

Attn: Eddie Church, P.E.

Re: Project No. 1812-282
Seward Junction Improvements
Williamson County

Dear Mr. Church:

The following is the lump sum unit price for the additional work of relocating the Hogan water line service at CR 263 on the above referenced project.

Item 000-0000	RELOCATE HOGAN WATER LINE SERVICE AT CR 263					
Contractor Cost per Unit				$5,508.55		
Approx.	1	LS	@	$5,508.55	=	$5,508.55

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

JC Kindel
Project Manager

Enclosure: Cost Breakdown.

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Relocate Hogan Water Line Service
Located at CR 263

Estimated Quantity 1 LS

LABOR:

	Name	Hourly Wages	Overtime Factor 37.5%	Payroll Taxes/Insur. 55%	Contractor Compensation 25%	Total Hourly Rate	Number of Hours		Total Cost
Survey									
1	Surveyor	39.00	14.63	29.49	13.41	96.53	4.00	=	$ 386.10
1	Surveyor Helper	17.00	6.38	12.86	5.84	42.08	4.00	=	$ 168.30
									$ 554.40

SUBCONTRACTOR: JKB Construction Co., LLC

	Quantity	Unit	Subcontractor Rate	Subcontractor Compensation 5%	Total Subcontractor Rate			
Existing Water Meter Removal	1.00	EA	1050.00	52.50	1102.50	=	$	1,102.50
Cut and Cap Existing 1.5" Water Line	2.00	EA	575.00	28.75	603.75	=	$	1,207.50
Water Meter Assembly Installed on 1.5" and 8" Line	1.00	EA	1975.00	98.75	2073.75	=	$	2,073.75
Testing	1.00	EA	250.00	12.50	262.50	=	$	262.50
Trench Safety	1.00	EA	150.00	7.50	157.50	=	$	157.50
							$	4,803.75

EQUIPMENT:

	Quantity	Unit	Equipment Rate	Equipment Compensation 15%	Total Equipment Rate			
Pickup	4.00	HR	20.84	3.13	23.97	=	$	95.86
							$	95.86

SUBTOTAL COST		$	5,454.01
Bond Cost	1%	$	54.54
TOTAL COST		$	5,508.55
UNIT PRICE	**$5,508.55 /LS**		

JKB Construction Co., LLC
14750 Hwy 29
Liberty Hill, TX 78642
O: 512-260-2600
F: 512-260-2608

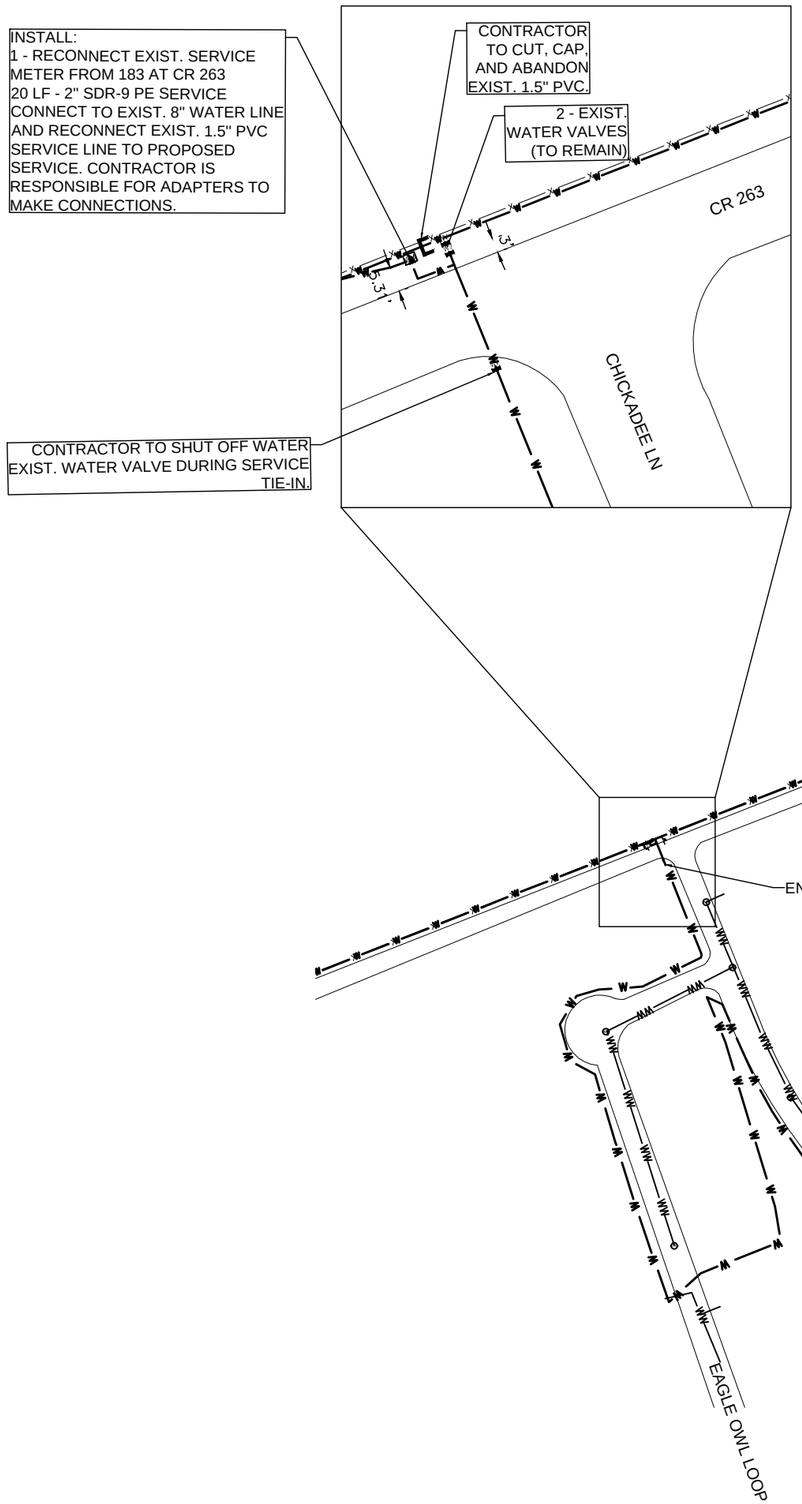
Project: 1812-282 SEWARD JUNCTION IMPROVEMENTS
Change Order#: 3
Date: 7/15/2019

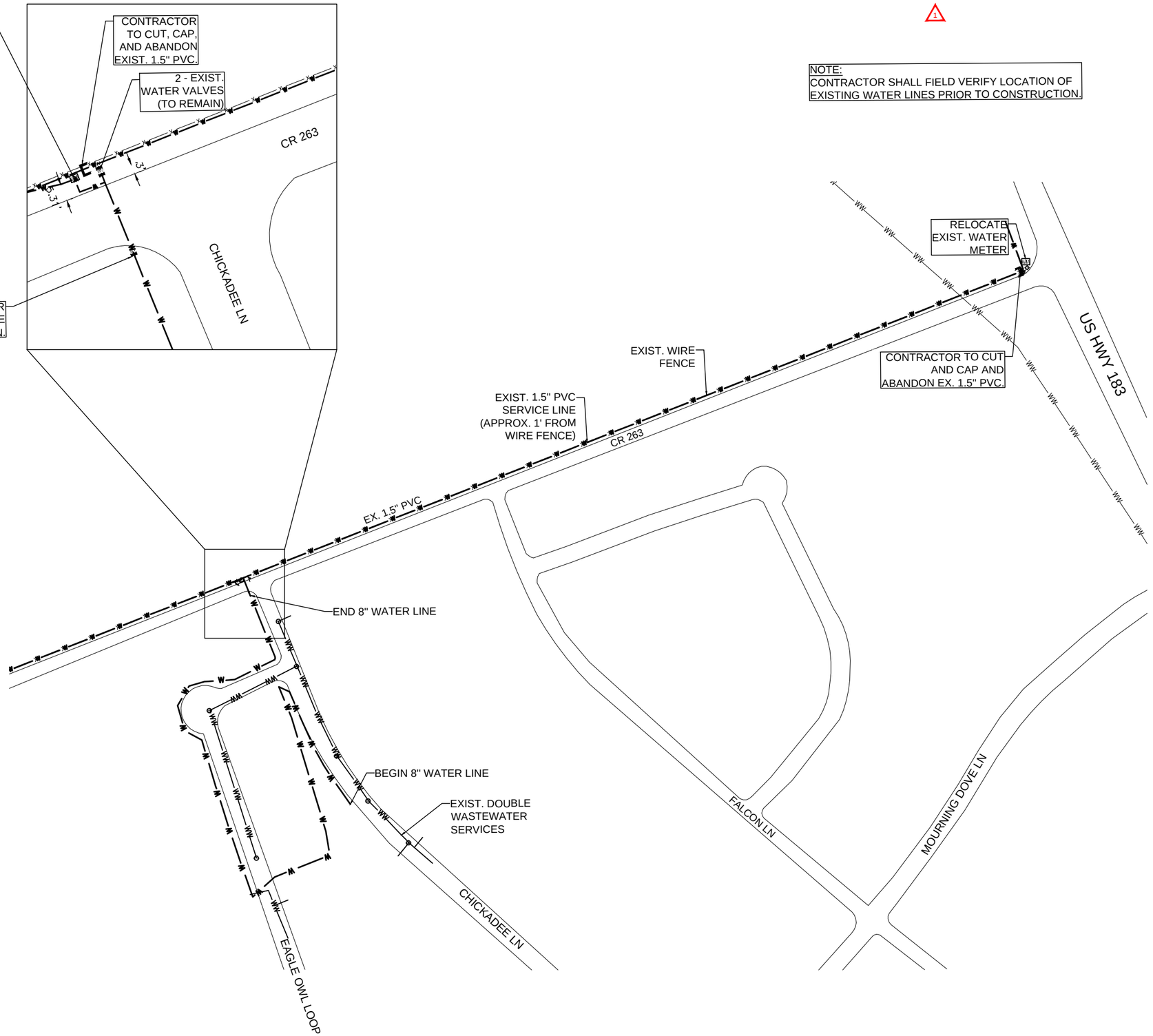
Item #	RELOCATION OF WATERLINE METER	Qty.	Unit	Unit Bid	Bid Amount
1	EXISTING WATER METER REMOVAL	1	EA	$ 1,050.00	$ 1,050.00
2	CUT AND CAP EXISTING 1.5" WATERLINE	2	EA	$ 575.00	$ 1,150.00
3	WATER METER ASSEMBLY INSTALL ON 1.5"AND 8" LINE	1	EA	$ 1,975.00	$ 1,975.00
4	TESTING	1	LS	$ 250.00	$ 250.00
5	TRENCH SAFETY	1	LS	$ 150.00	$ 150.00
	TOTAL IMPROVEMENTS				$ 4,575.00

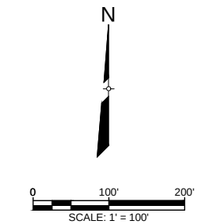
Mick Sample — 7/15/2019
Date

Approved By: — Date

Printed Name







LEGEND

- PROP. WATER LINE
- RIGHT OF WAY
- EASEMENT
- EDGE OF PAVEMENT
- ATT — PROPOSED AT&T
- W — WATER LINE
- WW — WASTEWATER LINE
- SD — STORM DRAIN
- G — EXIST. GAS LINE
- TEL — U.G. TELECOM
- FO — FIBER OPTIC
- OE — OVERHEAD ELECTRIC
- E — U.G. ELECTRIC
- O — CHAINLINK FENCE
- ROCK FENCE
- X — WIRE FENCE
- // — WOOD FENCE
- ESC — EROSION AND SEDIMENTATION CONTROL DEVICES
- EXIST. ROADYWAY
- WATER METER
- WATER VALVE

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
2. EXISTING PVC WATER MAINS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW MAINS ARE CONSTRUCTED, TESTED, APPROVED AND SERVICE LINES RECONNECTED AND THE NEW MAIN IS PLACED IN SERVICE.
3. EXISTING WATER SERVICE LINES AND METERS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL NEW SERVICE LINES ARE CONSTRUCTED, TESTED, APPROVED AND RECONNECTED AND IN SERVICE.
4. EXISTING WATER MAINS THAT ARE TO BE ABANDONED IN PLACE AND ARE UNDER THE PROPOSED ROADWAY ARE TO BE CUT, CAPPED, AND FILLED WITH FLOWABLE FILL. EXISTING WATER LINES THAT ARE TO BE ABANDONED IN PLACE AND ARE NOT UNDER THE PROPOSED ROADWAY WILL BE CAPPED.
5. THERE ARE TREES WITHIN THE PROJECT LIMITS. THE CONTRACTOR IS TO PROTECT THE TREE ROOT ZONES DURING CONSTRUCTION.
6. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE
1	METER SHEET ADDITION	LP	07/08/19

CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 485
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.9653
WWW.COBBFENDLEY.COM

WATER METER RELOCATION
CR 263 AT CHICKADEE LN

SEWARD JUNCTION SW - WATER IMPROVEMENTS
SEWARD JUNCTION, TEXAS

WILLIAMSON COUNTY 1848

PROJ. NO. 1403-088-030
DESIGN: L. PARISHER
DRAWN: R.RODRIGUEZ
CHECK: J. HASTINGS
APPR: J. HASTINGS
DATE: January 27, 2017

STATE OF TEXAS
JAMES LANCE PARISHER
106221
LICENSED
PROFESSIONAL ENGINEER

07/09/2019

SHEET
C-110
of 7

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MUN\30_Seward-Junction-SW\Design\C-103-KEYM_for_water_meter_relocation.dwg - Tab: WATER METER RELOCATION CR 263 AT CHICKADEE LN
- Plotted: 7/9/2019 9:06 AM By: ARQA MAST

999-025

JORDAN FOSTER CONSTRUCTION

15603 North IH 35
Pflugerville, TX 78660
P: 512.990.8313
F: 512.990.3785

A Foundation of Excellence℠

June 24, 2021

HNTB
101 E. Old Settlers Blvd., Ste. 100
Round Rock, TX 78664

Attn: Eddie Church, P.E.

Re: Project No. 1812-282
Seward Junction Improvements
Williamson County

Dear Mr. Church:

The following is the unit price for the additional work as directed in the Punch List of sealing the asphalt joints at the concrete pavement on the above referenced project. The joints are located at the intersection of US 183 Northbound and Southbound.

Item 0715-0000	SAW AND SEAL ASPHALT AT CONCRETE PAVEMENT					
Contractor Cost per Unit				$2.67		
Approx.	538	LF	@	$2.67	=	$1,436.46

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

JC Kindel
Project Manager

Enclosure: Cost Breakdown.

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Saw and Seal Asphalt Joint at Concrete Pavement
Located at US 183 Northbound and Southbound

Estimated Quantity 538 LF

SUBCONTRACTOR: Highway Pavement Specialties

	Quantity	Unit	Subcontractor Rate	Subcontractor Compensation 5%	Total Subcontractor Rate		
Saw and Seal	538.00	LF	2.51	0.13	2.64	=	$ 1,420.32
							$ 1,420.32
SUBTOTAL COST							$ 1,420.32
Bond Cost 1%							$ 14.20
TOTAL COST							$ 1,434.52
UNIT PRICE						**$2.67 /LF**	

999-026

JORDAN FOSTER CONSTRUCTION

15603 North IH 35
Pflugerville, TX 78660
P: 512.990.8313
F: 512.990.3785

A Foundation of Excellence℠

June 28, 2021

HNTB
101 E. Old Settlers Blvd., Ste. 100
Round Rock, TX 78664

Attn: Eddie Church, P.E.

Re: Project No. 1812-282
Seward Junction Improvements
Williamson County

Dear Mr. Church:

The following is the unit price for the additional work of providing roadside mowing for the above referenced project.

Item 0000-0000	ROADSIDE MOWING					
Contractor Cost per Unit				$182.76		
Approx.	33	AC	@	$182.76	=	$6,031.08

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

JC Kindel
Project Manager

Enclosure: Cost Breakdown.

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Provide Roadside Mowing
Located Project ROW

Estimated Quantity 33 AC

LABOR:

	Name	Hourly Wages	Overtime Factor 37.5%	Payroll Taxes/Insur. 55%	Contractor Compensation 25%	Total Hourly Rate	Number of Hours		Total Cost
Mow Roadside									
1	Operator	26.00	9.75	19.66	8.94	64.35	33.00	=	$ 2,123.55
1	Laborer	23.00	8.63	17.39	7.91	56.93	33.00	=	$ 1,878.53
									$ 4,002.08

EQUIPMENT:

	Quantity	Unit	Equipment Rate	Equipment Compensation 15%	Total Equipment Rate			
Shredder	33.00	HR	50.00	7.50	57.50		=	$ 1,897.50
Pickup	3.00	HR	20.84	3.13	23.97		=	$ 71.90
								$ 1,969.40

SUBTOTAL COST			$ 5,971.47
Bond Cost	1%		$ 59.71
TOTAL COST			$ 6,031.19
UNIT PRICE		**$182.76 /AC**	

999-027

JORDAN FOSTER CONSTRUCTION

15603 North IH 35
Pflugerville, TX 78660
P: 512.990.8313
F: 512.990.3785

A Foundation of Excellence℠

June 18, 2021

HNTB
101 E. Old Settlers Blvd., Ste. 100
Round Rock, TX 78664

Attn: Eddie Church, P.E.

Re: Project No. 1812-282
Seward Junction Improvements
Williamson County

Dear Mr. Church:

The following is the unit price for the additional work of repairing the damaged sign at the intersection of US 183 in the Southeast on the above referenced project.

Item 0000-0000	REPAIRED DAMAGED SIGN					
Contractor Cost per Unit				$1,318.17		
Approx.	1	LS	@	$1,318.17	=	$1,318.17

The cost breakdown with backup documentation is enclosed for review.

If you have any questions, please contact me at (512) 364-3540.

Very Truly Yours,

JORDAN FOSTER CONSTRUCTION

JC Kindel

JC Kindel
Project Manager

Enclosure: Cost Breakdown.

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Repaired Damaged Sign
Located at US 183 in the Southeast

Estimated Quantity 1 LS

SUBCONTRACTOR: Environmental Safety Services, Inc.

	Quantity	Unit	Subcontractor Rate	Subcontractor Compensation 5%	Total Subcontractor Rate		
Repaired Damaged Sign	1.00	LS	1242.97	62.15	1305.12	=	$ 1,305.12
							$ 1,305.12

SUBTOTAL COST		$ 1,305.12
Bond Cost	1%	$ 13.05
TOTAL COST		$ 1,318.17
UNIT PRICE	**$1,318.17 /LS**	

Environmental Safety Services, Inc.
14101 US Hwy 290 W #2000-B
Austin, TX 78737
Phone 512-989-2259 Fax 512-372-9375

DAILY STATEMENT OF FORCE ACCOUNT WORK

Date of Work: May 25, 2021 **Invoice #:** 0521-1588 FA

Invoice Date: 6/17/21

Project Number :		**Sub Contractor**	ENVIRONMENTAL SAFETY SERVICES, INC
CSJ Number :		**General Contractor**	Jordan Foster
County :	Williamson	**GC Project Manager:**	Anthony **Phone:**
Highway :	Seward Junction	**State Inspector**	Steven Shull **Phone:**

Work Performed:

Repaired Damaged Sign 1 EA Southeast (Sheet 1 of 10 Sign# 17)

STATEMENT OF EQUIPMENT

TYPE	YEAR	EQUIPMENT NUMBER (OR RENTAL VENDOR)	HOURS USED	RATE	AMOUNT
Ford Pick Up Truck 1 Ton 4x4	2016	Truck #120	8.0	23.63	$ 189.04
				Subtotal	$ 189.04
				Equipment Markup (15%)	$ 28.36
				Total	$ 217.40

STATEMENT OF LABOR

NAME	CLASSIFICATION	(H)RLY (S)AL.	HOURS REG	HOURS OT	RATE REG	RATE OT	AMOUNT
Carlos Espinoza	Common Laborer	H	8.000	0.000	15.000	22.500	$ 120.00
Javier O Trejo	Foreman	H	8.000		30.000	45.000	$ 240.00
						Subtotal	$ 360.00
						55% Compensation for Labor Insurance & Taxes & WC:	$ 198.00
						25% Overhead, Superintendence, Profit & Small Tools	$ 90.00
						Labor Total	$ 648.00

STATEMENT OF MATERIAL

DESCRIPTION	VENDOR	QUANTITY	U/M	PRICE	AMOUNT
Sign Material	Dobie Supply	1.00	LS	$ 302.06	$ 302.06
					$ -
				Subtotal	$ 302.06
				25% mpensation	$ 75.52
				Material Total	$ 377.58

STATEMENT OF SUBCONTRACTOR WORK

DESCRIPTION			U/M	PRICE	AMOUNT
				Subtotal or Total	$ -
				15% Compensation	$ -
				Total	$ -

TOTAL AMOUNT DUE: $ 1,242.97

Certified Payroll Report

Contractor ENVIRONMENTAL SAFETY SERVICES, INC.
14101 HWY 290 WEST BLDG 2000 SUITE B
AUSTIN, TX 78737
Tax ID 26-0203041

Project Jordan Foster Construction:1588 - Seward Junction Impro
15603 North IH 35
Pflugerville, TX 78660

Project/Contract #
Payroll Number 21
For Week Ending 5/29/2021

				Hours Worked by Day																		
Employee Name	ID	Work Classification	Pay Type	Sun 23	Mon 24	Tue 25	Wed 26	Thu 27	Fri 28	Sat 29	Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
Carlos Espinoza	8122	1172 - Common Laborer RT	RT			8.00					8.00	8.00	15.00	120.00	0.00	1433	667.50	41.38	9.68	67.00	0.00	0.00	118.06	549.44
Javier O Trejo	9213	Job Foreman - RT	RT			8.00					8.00	8.00	30.00	240.00	0.05	DD18139	1,201.94	74.08	17.32	98.00	0.00	6.98	196.38	1,003.62

EquipmentWatch

www.equipmentwatch.com

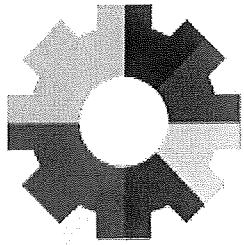
All prices shown in US dollars ($)

Rental Rate Blue Book®

January 28, 2020

Ford F-250 SD
On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight:
HP



Configuration for F-250 SD

Axle Configuration	**4.0 X 4.0**	Cab Type	**Crew**
Horsepower	**300.0 hp**	Power Mode	**Gasoline**
Ton Rating	**3.0 / 4.0**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $900.00	USD $255.00	USD $64.00	USD $10.00	USD $19.00	USD $24.11
Adjustments						
Region (Texas: 91.4%)	(USD $77.40)	(USD $21.93)	(USD $5.50)	(USD $0.86)		
Model Year (2016: 99%)	(USD $8.23)	(USD $2.33)	(USD $0.58)	(USD $0.09)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $814.37**	**USD $230.74**	**USD $57.91**	**USD $9.05**	**USD $19.00**	**USD $23.63**

Non-Active Use Rates

	Hourly
Standby Rate	USD $2.31
Idling Rate	USD $19.68

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	USD $486.00/mo
Overhaul (ownership)	27%	USD $243.00/mo
CFC (ownership)	7%	USD $63.00/mo
Indirect (ownership)	12%	USD $108.00/mo
Fuel (operating) @ USD 2.51	79%	USD $15.05/hr

Revised Date: 1st half 2020

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for STACEY REINHART (Stacey@essitx.com)

DOBIE SUPPLY, LLC

Buda, TX 78610

5124376499

Invoice

Date 5/6/2021
Invoice # 33407

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 JUN...	Net 30	VB	4/29/2021	CPU	

Qty	Item	Description	Rate	U/M	Amount
2.00	100 Qu...	42"x12" double sided sign HIP SEWARD JUNCTION Lp	79.00		158.00
1.00	30302	10BWG 12' POST only 2 7/8"	100.65	ea	100.65
1.00	H-TXD...	Triangle bolt keeper plate with 3 bolts, 3 nuts, and 9 washers.	10.41		10.41
1.00	32014	Post cap for 2 7/8"post with 12" FLAT Blade	17.00	ea	17.00
1.00	32015	Cross Piece, 12" 90 degree flat (25 per box)	16.00	ea	16.00
		Signs in Slot 14			

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	Sales Representative
Toni Williams	512-924-5799	Toni@dobiesupply.com	Customer Service
Doug Phillips	512-709-1453	Doug@dobiesupply.com	TxDOT Specialist / Partner
Doug Byrd	512-437-6499	Dbyrd@dobiesupply.com	General Manager

Remit payments to Dobie Supply, 3809 S. Second St., #D200, Austin, TX 78704

Subtotal	$302.06
Sales Tax (8.25.	$0.00
Total	$302.06
Pymnts/Credits	$0.00
Balance Due	$302.06

Fax #	E-mail	Web Site
512-444-0796	accounting@dobiesupply.com	www.dobiesupply.com


US 83
ONE WAY
STOP
ONE WAY TRAFFIC
DOES NOT STOP
83

999-028

Form 1915

PROJECT #: 20103.000
PROJECT: Seward Junction Imps
Invoice #:
0721-1588

Request for Payment of Material on Hand

Contractor: Jordan Foster Construction, LLC
Subcontractor: Environmental Safety Services, Inc.
Dates: 4/1-7/28/21

Item & Desc #	Item Description	O M	Received This Period	Previous Qty	Used This Period	Balance on Hand	Unit Price	Plan Quantity	Total Value
18	IN Sign TY10BWG(1)SA(P)	EA	1.00	1.00	1.00	1.00	112.46	10.00	112.46
19	IN Sign TY10BWG(1)SA(T)	EA		0.00	0.00	0.00	67.56	1.00	0.00
20	IN Sign TY10BWG(2)SA(P)	EA		0.00	0.00	0.00	208.11	4.00	0.00
21	IN Sign TYS80(1)SA(P)	EA		0.00	0.00	0.00	201.07	4.00	0.00
22	IN Sign TYS80(1)SA(T)	EA		0.00	0.00	0.00	203.39	2.00	0.00
23	IN Sign TYS80(2)SA(P)	EA		0.00	0.00	0.00	278.27	1.00	0.00
24	IN Sign TYTWT(1)WS(P)	EA	4.00	4.00	4.00	4.00	67.70	22.00	270.80
25	IN Sign TYTWT(1)WS(T)	EA	3.00	6.00	6.00	3.00	93.16	23.00	279.48
26	CO Campbells Signs INV 18879	EA		1.00	1.00	0.00	7,325.99		0.00
27	CO Campbells Signs INV 18902	EA		1.00	1.00	0.00	868.12		0.00
28	CO Dobie Signs INV 32623	EA		1.00	1.00	0.00	549.50		0.00
29	CO Dobie OM-4 INV 32301	EA		1.00	1.00	0.00	1,924.00		0.00
30	CO Sign Mounts TX Corr INV 152632	EA		1.00	1.00	0.00	5,804.00		0.00
31	CO Sign Mounts TX Corr INV 152583	EA		1.00	1.00	0.00	960.48		0.00
32	CO Ram Tool Concrete INV9502256848	EA		1.00	1.00	0.00	709.80		0.00
								TOTAL:	662.74
								Previous:	19,084.11
								Change This Period:	-18,421.37

Original signs that were fabricated early in the project prior to the sign change order and were not used on the project. These signs were delivered to WilCo Sign Shop.

By submitting a request for Material on Hand (MOH) payment, the Contractor expressly authorizes the Department (Texas Department of Transportation) to audit MOH records, and to perform process reviews of the record-keeping syste. If the Department determines noncompliance with any of the requirements of Item 9.7 (Standard Specifications, General Requirements and Covenants) the Department may exclude payment for any or all MOH for the durantion of this Contract.

Signature of Contractor Authorized Representative: nic Zdansky Date: 7/28/21

Stacey Reinhart, Project Manager

999-029

JORDAN FOSTER CONSTRUCTION

15603 North IH 35
Pflugerville, TX 78660
P: 512.990.8313
F: 512.990.3785

A Foundation of Excellence℠

October 23, 2019

HNTB
101 E. Old Settlers Blvd., Ste. 100
Round Rock, TX 78664

Attn: Eddie Church, P.E.

Re: Project No. 1812-282
Seward Junction Improvements
Williamson County

Dear Mr. Church:

The following is the unit price for the additional work of forming and pouring concrete caps over the proposed cross culverts at US 183 crossover on the above referenced project. The additional scope is detailed in the enclosed RFI No. 18.

Item 000-0000 CONCRETE CAPS

Contractor Cost per Unit				$77.91		
Approx.	441	SY	@	$77.91	=	$34,358.31

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

JC Kindel
Project Manager

Enclosure: Cost Breakdown, RFI No. 18.

JORDAN FOSTER CONSTRUCTION
COST BREAKDOWN

Project: 1812-282 Seward Junction Improvements
JFC Job #: 20103

Form and Pour Concrete Caps at US 183 Crossover
Located at Culvert C STA 175+36.53 and Culvert D STA 177+24.95 Estimated Quantity 441 SY

LABOR:

	Name	Hourly Wages	Overtime Factor 37.5%	Payroll Taxes/Insur. 55%	Contractor Compensation 25%	Total Hourly Rate	Number of Hours		Total Cost
Prepare Subgrade									
1	Foreman	26.00	9.75	19.66	8.94	64.35	8.00	=	$ 514.80
1	Motorgrader Operator	26.00	9.75	19.66	8.94	64.35	8.00	=	$ 514.80
1	Loader Operator	19.00	7.13	14.37	6.53	47.03	8.00	=	$ 376.20
1	Roller Operator	16.50	6.19	12.48	5.67	40.84	8.00	=	$ 326.70
1	Water Truck Driver	24.00	9.00	18.15	8.25	59.40	8.00	=	$ 475.20
									$ 2,207.70
Form and Pour Concrete Cap									
1	Foreman	26.00	9.75	19.66	8.94	64.35	24.00	=	$ 1,544.40
3	Concrete Finisher	24.00	9.00	18.15	8.25	59.40	24.00	=	$ 4,276.80
3	Form Setter	24.00	9.00	18.15	8.25	59.40	24.00	=	$ 4,276.80
1	Common Laborer	15.00	5.63	11.34	5.16	37.13	24.00	=	$ 891.00
									$ 10,989.00

MATERIAL:

	Quantity	Unit	Material Rate	Material Compensation 25%	Total Material Rate			
Concrete, Class P	126.50	CY	94.00	23.50	117.50	=	$	14,863.75
Welded Wire Fabric	30.00	PC	50.00	12.50	62.50	=	$	1,875.00
Flatwork Forms	46.00	PC	8.00	2.00	10.00	=	$	460.00
							$	17,198.75

EQUIPMENT:

	Quantity	Unit	Equipment Rate	Equipment Compensation 15%	Total Equipment Rate			
Motorgrader, Caterpillar 140M	8.00	HR	106.47	15.97	122.44	=	$	979.52
Loader, Caterpillar 938K	8.00	HR	71.14	10.67	81.81	=	$	654.49
Roller, Ingersoll Rand SD105	8.00	HR	60.70	9.11	69.81	=	$	558.44
Water Truck	8.00	HR	52.34	7.85	60.19	=	$	481.53
Small Generator, 7,500W	24.00	HR	6.62	0.99	7.61	=	$	182.71
Pickup	32.00	HR	20.84	3.13	23.97	=	$	766.91
							$	3,623.60

SUBTOTAL COST		$	34,019.05
Bond Cost	1%	$	340.19
TOTAL COST		$	34,359.24
UNIT PRICE	**$77.91 /SY**		

HNTB

REQUEST FOR INFORMATION FORM

RFI NO.: 18 **DATE:** 9/4/2019

PROJECT: 1812-282 Seward Junction South **RESPONSE REQUESTED BY DATE:** 9/11/2019

TO: Ryan Bell (K Friese)

REFERENCE: Culvert Layouts (Sheet 48 and 49); Typical Section (Sheet 19)

PROBLEM:
It appears that the pavement sections on culvert layout sheets are not drawn correctly. Per Typical Section Detail A, the pavement section for US183 crossing should be 22" total, including 8" ACP and 14" Flex Base. The pavement section drawn on culvert layout sheets only measures 17" +/-. If the road is built per the typical section, the top of Culvert C and D will enroach into the flex base section of both EB and WB roadway. Currently, the plan only calls for HMAC base on top of Culvert C under EB lanes.
Please confirm the limits of HMAC base on Culvert C and D. Also, please also confirm that the pavement section on top of the culverts is sufficient to bridge over Class III RC pipes.

RECOMMENDED SOLUTION:

Feng Chen, PE, HNTB	James Klotz, PE, HNTB
Originator	Supervisor

RESPONSE:
Please see attached revised sheets. At Culverts C & D, for an area 5-ft beyond the outside pipe walls, and 2-ft beyond the back of curb, construct the following road section: 2" HMAC TY C over 6" HMAC TY B over 6" Concrete cap (level with roadway surface), with Flex Base between the native soil and concrete cap in areas beyond the typical culvert backfill material. See revised sheets for propsoed roadway section detail. Concrete Cap shall be Class P concrete with welded wire fabric or #4 bars spaced 12" O.C. in each direction.

Dan Cryan, PE, KFA	10/3/2019
Responder	Date

Sign, Date & Return to HNTB via e-mail.

Mail original to: HNTB Corporation
101 E. Old Settlers Blvd.
Round Rock, Texas 78664

Attachments to RFI: Sheet 19, 49, 50
Cc:

Eddie R. Church

From: JC Kindel <JKindel@jordanfosterconstruction.com>
Sent: Thursday, January 2, 2020 10:30 AM
To: Steven Shull; Dawn Haggard
Cc: 62811_1812-282_SewardJunction; Clayton Weber; Eddie R. Church; Feng Chen; James Klotz; 20103 Seward Junction Improvements
Subject: 1812-282 Seward Junction Improvements: Pay Estimate
Attachments: 20191231-1812-282-MasterPayEstimate#07.xlsx

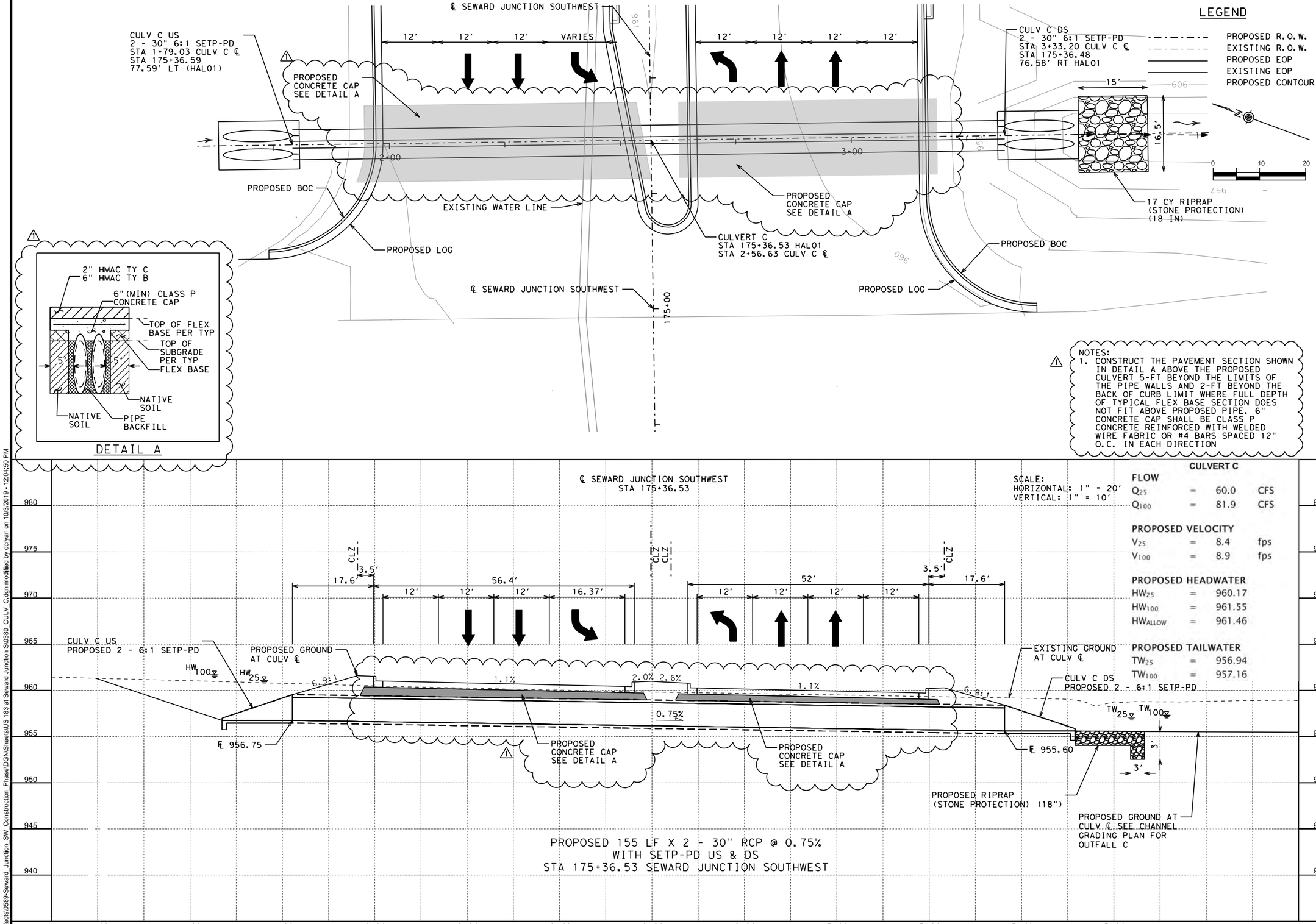
Steven/Dawn,

Please review and approve the attached preliminary Pay Estimate with the Request for Material on Hand for December 2019 for the above referenced project.

Also, please include **$5,375.79** to the Item No. 331 **Force Account** as payment for the concrete cap that was formed and poured over a drain line in the crossover. The quantity of for the concrete cap is 69 SY at the change order unit price of $77.91 / SY. Thanks.

JC Kindel | Jordan Foster Construction | Project Manager | jkindel@jordanfosterconstruction.com
P: 512.990.8313 | F: 512.990.3785 | 15603 North IH 35 | Pflugerville, TX 78660

This message is for the designated recipient only and may contain privileged, proprietary, or otherwise private information. If you have received it in error, please notify the sender immediately and delete the original. Any other use of the email by you is prohibited.



REV. NO.	BY	DATE	REVISION DESCRIPTION
1	DJC	10/03/19	CULV C & D CONCRETE CAP

STATE OF TEXAS
DANIEL J CRYAN
127112
LICENSED PROFESSIONAL ENGINEER
10/3/2019

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
US 183 AT SEWARD JUNCTION SOUTH

CULVERT LAYOUT
CULVERT C

K FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

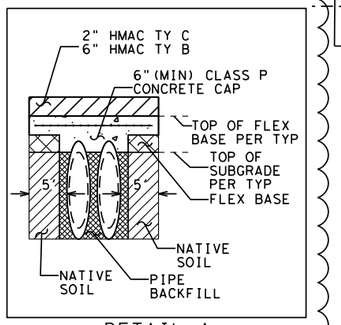
WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY

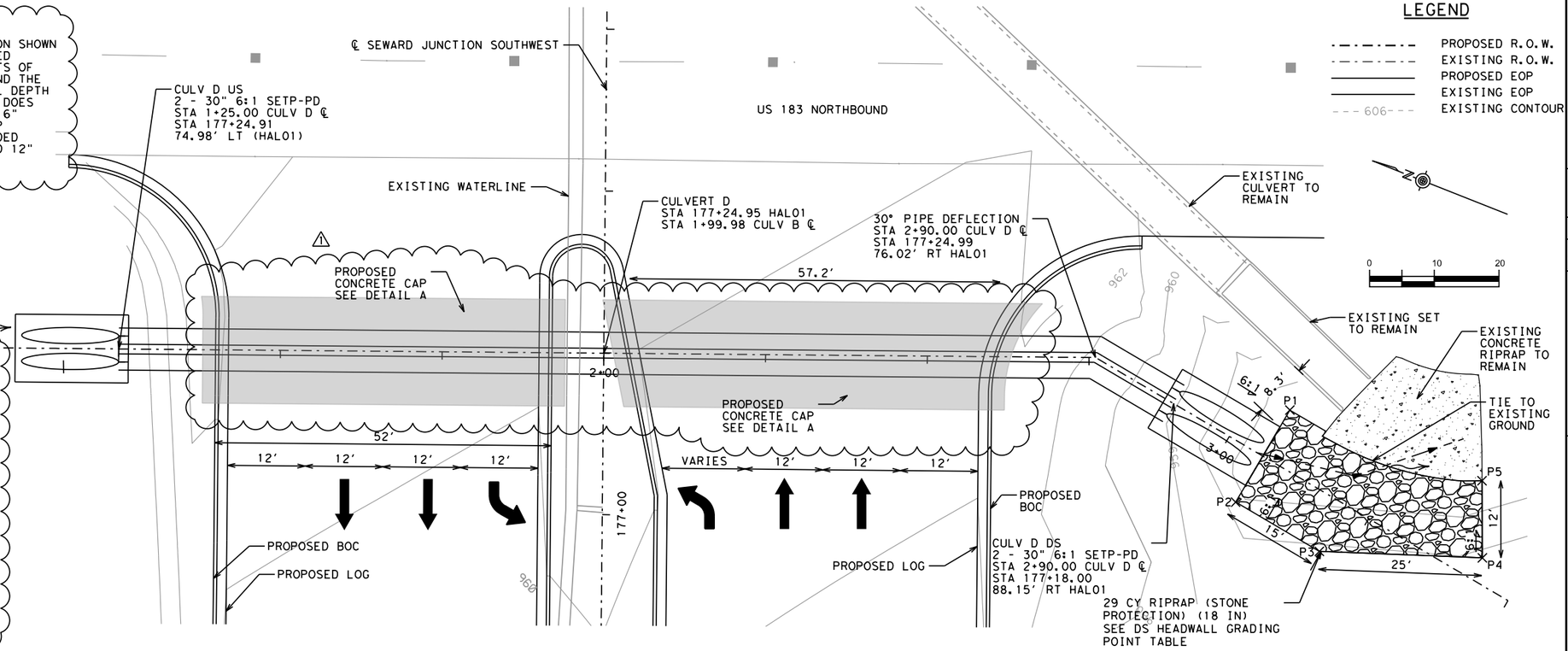
SCALE	AS NOTED
DATE	10/3/2019
SHEET NUMBER	48 OF 92

X:\Projects\0589-Seward_Junction_SW_Construction_Phase\DGN\Sheets\US 183 at Seward Junction S\0380_CULV_C.dgn modified by dcryan on 10/3/2019 - 12:04:50 PM

NOTES:
1. CONSTRUCT THE PAVEMENT SECTION SHOWN IN DETAIL A ABOVE THE PROPOSED CULVERT 5-FT BEYOND THE LIMITS OF THE PIPE WALLS AND 2-FT BEYOND THE BACK OF CURB LIMIT WHERE FULL DEPTH OF TYPICAL FLEX BASE SECTION DOES NOT FIT ABOVE PROPOSED PIPE. 6" CONCRETE CAP SHALL BE CLASS P CONCRETE REINFORCED WITH WELDED WIRE FABRIC OR #4 BARS SPACED 12" O.C. IN EACH DIRECTION



DETAIL A



LEGEND

- PROPOSED R.O.W.
- EXISTING R.O.W.
- PROPOSED EOP
- EXISTING EOP
- 606 EXISTING CONTOUR

0 10 20

CULVERT D

FLOW

Q_{25}	=	50.0	CFS
Q_{100}	=	70.5	CFS

PROPOSED VELOCITY

V_{25}	=	9.7	fps
V_{100}	=	10.1	fps

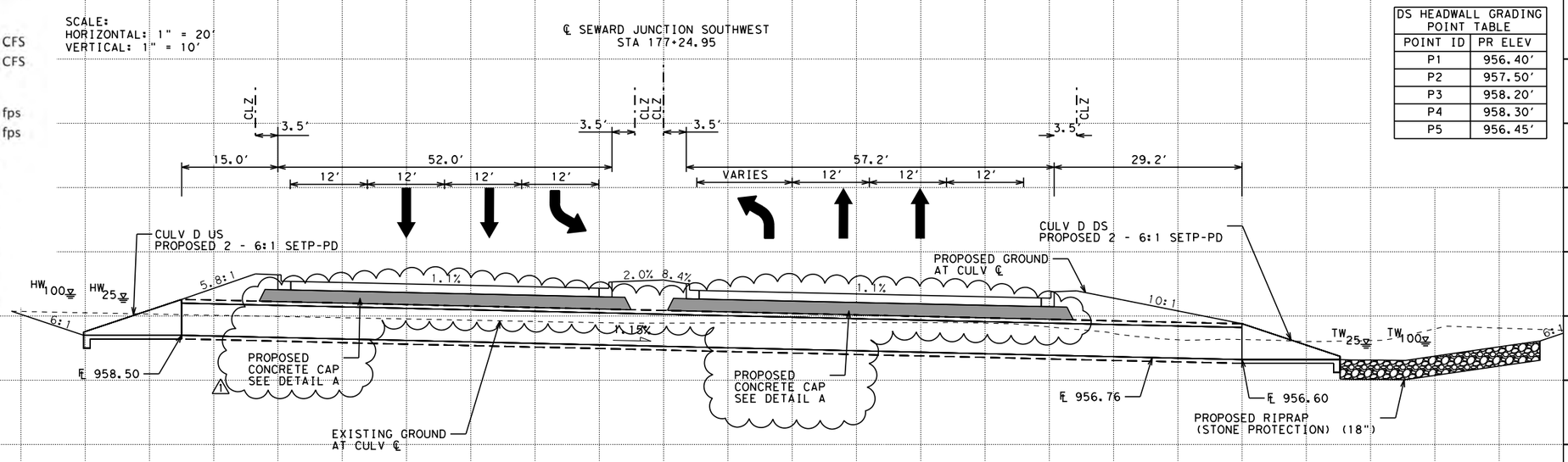
PROPOSED HEADWATER

HW_{25}	=	961.35	
HW_{100}	=	961.66	
HW_{ALLOW}	=	961.46	

PROPOSED TAILWATER

TW_{25}	=	957.78	
TW_{100}	=	957.95	

SCALE:
HORIZONTAL: 1" = 20'
VERTICAL: 1" = 10'



DS HEADWALL GRADING POINT TABLE	
POINT ID	PR ELEV
P1	956.40'
P2	957.50'
P3	958.20'
P4	958.30'
P5	956.45'

PROPOSED 165 LF X 2 - 30" RCP @ 1.15%
WITH SETP-PD US & DS
STA 177+24.95 SEWARD JUNCTION SOUTHWEST

REV. NO.	BY	DATE	REVISION DESCRIPTION
1	DJC	10/03/19	CULV C & D CONCRETE CAP

STATE OF TEXAS
DANIEL J CRYAN
127712
LICENSED PROFESSIONAL ENGINEER
10/3/2019

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
US 183 AT SEWARD JUNCTION SOUTH
CULVERT LAYOUT
CULVERT D

K FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY

SCALE	AS NOTED
DATE	10/3/2019
SHEET NUMBER	49 OF 92

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Commissioners Court - Regular Session **36.**

Meeting Date: 02/01/2022

Award of RFQ #21RFSQ27 Engineering Services for Corridor J from US183 to IH35 to WSB, KHA and Halff Assoc. for HNTB R&B

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 #21RFSQ27 Engineering Services for Corridor J from US183 to IH35 to WSB & Associates (Funding Source P584), Kimley-Horn and Associates, Inc (Funding source P585), and Halff Associates, Inc. (Funding Source P586) to provide engineering services to assist Williamson County staff in the development of schematics and possible design of Corridor J from US 183 to IH 35 and authorizing the execution of the agreements.

Background

The Purchasing Department solicited sealed statements of qualifications. Over 3900 notifications were sent out of which 20 firms submitted responses. The responses were evaluated by an evaluation committee. The attached contracts are to provide engineering services to assist Williamson County staff in the development of schematics and possible design of Corridor J from US 183 to IH 35. Three firms are recommended to provide services for the project.

WSB- The attached WSB & Associates, Inc. contract to provide professional engineering design and planning services for the Corridor J, Segment 1 project from IH35 to west of FM2843 including an overpass/interchange at FM2843 as well as setting the design criteria and evaluation criteria for the entire length of Corridor J from IH35 to SH183 with a Compensation Cap of $2,898,000.00 as part of the LTP Corridor Program has been reviewed and approved for Commissioners Court consideration by the GEC Team. P584.

KHA- The attached Kimley-Horn & Associates, Inc. contract to provide professional engineering design and planning services for the Corridor J, Segment 2 project from west of FM2843 to east of SH195 with a Compensation Cap of $1,068,000.00 as part of the LTP Corridor Program has been reviewed and approved for Commissioners Court consideration by the GEC Team. P585.

Halff- The attached Halff & Associates, Inc. contract to provide professional engineering design and planning services for the Corridor J, Segment 3 project from east of SH 195, including interchange, to SH 183, including interchange with a Compensation Cap of $2,135,000.00 as part of the LTP Corridor Program has been reviewed and approved for Commissioners Court consideration by the GEC Team. P586.

Departement Point of Contact: Bob Daigh

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WSB PSA

KHA PSA

Halff PSA

Evaluation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/27/2022 06:45 AM
County Judge Exec Asst.	Becky Pruitt	01/27/2022 08:11 AM
Form Started By: Johnny Grimaldo		Started On: 01/26/2022 10:08 AM

Final Approval Date: 01/27/2022

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **WSB & Associates Inc dba WSB Engineers and Surveyors Inc ("Engineer")**
ADDRESS: **1221 S MoPac Expressway, Suite 355, Austin, Texas 78746**
PROJECT: **21RFSQ27 Engineering Services for Corridor J ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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 engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/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 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **two-million eight-hundred ninety-eight thousand Dollars ($2,898,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer 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.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer 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.

Engineer 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:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer 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 Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer 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 the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Rob Bailey, Vice President
WSB & Associates, Inc.
1221 S MoPac Expressway, Suite 355
Austin, Texas 78746

Engineer shall have the right, from time to time, to change the Engineer'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 Engineer under this Contract, the Engineer'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 the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer 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 Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer'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 Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units 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

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering 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 Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering 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 Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract 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 Engineer's designs under this Contract (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 Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer 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 Contract. Copies may be retained by Engineer. Engineer 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 Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, 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 Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer 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 Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. 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 the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract 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 Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer 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 Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering 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

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, 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 ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, 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 ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT 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 THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering 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 Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer 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
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. 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.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer 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 Engineer hereunder.

E. 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.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer 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.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, 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.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, 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.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. 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
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. 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.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: **WSB & Associates, Inc.**
Attn: Steve Lindsey
1221 S MoPac Expressway, Suite 355
Austin, Texas, 78746

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract 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.

C. Enforcement and Venue. This Contract 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 Contract 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.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer 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, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract 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.

G. Reports of Accidents. Within 24 hours after Engineer 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 Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer 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 Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, 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 Engineer's performance of work under this Contract.

H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, 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 Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract 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 the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

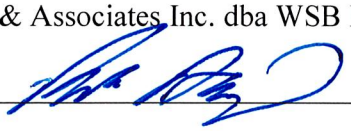
By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

1/25/2022

ENGINEER

WSB & Associates Inc. dba WSB Engineers and Surveyors Inc.

By 

Printed Name: Rob Bailey

Title: Vice President

Date: January 24, 2022

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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 Engineer 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.

WSB & Associates, Inc.
Name of Firm


Signature of Certifying Official

Rob Bailey, PE
Printed Name of Certifying Official

Vice President
Title of Certifying Official

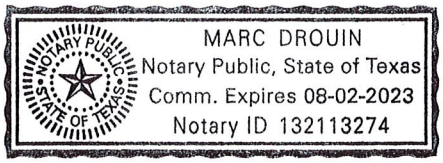
January 20, 2022
Date

(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 Rob Bailey on behalf of said firm.

January the twentieth of 2022



Notary Public in and for the
State of Texas

My commission expires: 08-02-2023

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Corridor J from IH35 to west of FM2843 including an overpass/interchange at FM2843; set the design criteria and evaluation criteria for entire length of Corridor J from IH35 to SH183 Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

See Attached Exhibit D Rate Tables

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit D - Rate Schedule
21RFSQ27 Engineering Services for Corridor J

WSB & Associates, Inc.	
LABOR CATEGORY	**RATE**
Principal/Sr. Advisor	$350.00
Sr. Project Manager	$300.00
Project Manager	$250.00
Deputy Project Manager	$225.00
Sr. Engineer II	$300.00
Sr. Engineer I	$250.00
Project Engineer	$200.00
Design Engineer II	$175.00
Design Engineer I	$150.00
EIT II	$125.00
EIT I	$110.00
Intern	$70.00
Sr. Engineer Tech	$170.00
Engineer Tech	$130.00
Jr. Engineer Tech	$100.00
Sr. CADD/GIS Operator	$150.00
CADD/GIS Operator	$115.00
Jr. CADD/GIS Operator	$90.00
Sr. Environmental/Transportation Planner	$200.00
Environmental/Transportation Planner	$160.00
Jr. Environmental/Transportation Planner	$120.00
Sr. Environmental Specialist	$145.00
Environmental Specialist	$115.00
Jr. Environmental Specialist	$100.00
Field Technician	$65.00
Scheduler	$160.00
Project Analyst	$110.00
Admin/Clerical	$75.00

Exhibit D - Rate Schedule
21RFSQ27 Engineering Services for Corridor J

CLGann, LLC	
LABOR CATEGORY	**RATE**
Project Manager	$250.00
Quality Manager	$240.00
Senior Engineer	$225.00
Project Engineer	$180.00
Design Engineer	$150.00
Engineer-in-Training (EIT)	$125.00
Senior Engineering Technician	$135.00
Engineering Technician	$125.00
Admin/Clerical	$90.00

Exhibit D - Rate Schedule
21RFSQ27 Engineering Services for Corridor J

P.E. Structural Consultants, Inc.	
LABOR CATEGORY	**RATE**
Senior Technical Advisor	$281.00
Sr. Project Manager/VP	$235.00
Senior Structural Engineer/Technical Advisor	$220.00
Senior Struct'l QAQC Manager	$215.00
Structural Engineer/Project Manager	$203.00
Structural Project Engineer	$160.00
Structural Design Engineer	$135.00
EIT II	$120.00
EIT I	$107.00
Graduate Engineer	$80.00
Undergraduate Engineer	$65.00
CADD/Production Manager	$170.00
Senior CADD Technician	$133.00
CADD Technician	$95.00
Admin/Clerical	$85.00

Exhibit D - Rate Schedule
21RFSQ27 Engineering Services for Corridor J

B2Z Engineering, LLC	
LABOR CATEGORY	**RATE**
Support Manager	$252.83
Quality Manager	$246.66
Engineer (Senior)	$240.50
Engineer (Geotechnical)	$186.56
Engineer (Project)	$197.33
Engineer (Design)	$169.58
Engineer-In-Training	$108.23
Engineer Technician	$94.70
CADD Operator	$79.43
Administrative/Clerical	$68.40
DIRECT EXPENSES	
Geotechnical Field Services	
Mobilization (Drill Rig and Crew)	$475.00/Day
Stand-By Time	$205.00/Hr
Texas Cone Penetration Test (Tex-132)	$6.00/Ea.
Soil Boring / Solid Stem	$38.00/Lf
Soil Boring / Hollow Stem	$38.00/Lf
Soil Boring / Mud Rotary	$38.00/Lf
Mileage (Logger-Soil Tech)	Current IRS Rate
Support Truck (Dodge 3500 flat bed w/ 500 gallon water tank, diesel tank and tools)	$1.75/Mi.
Soil Testing	
Moisture Content Determination - ASTM D2216/Tex-103-E	$12.00/Ea.
Determination of Liquid Limit of Soils - Tex-104-E	$45.00/Ea.
Determination of Plastic Limit of Soils - Tex-105-E	$45.00/Ea.
Determination of Plasticity Index of Soils – Tex-106-E	$45.00/Ea.
Atterberg Limits of Soils - ASTM D 4318	$135.00/Ea.
Bar Linear Shrinkage of Soils - Tex-107-E	$45.00/Ea.
Particle Size Analysis of Soils (Gradation) - ASTM D 422/Tex-110-E	$90.00/Ea.
Material Finer #200 Sieve - ASTM D 1140/Tex-111-E	$60.00/Ea.
Lime Series Testing (PI Relation) - Tex-112-E	$225.00/Ea.
Lime Series Testing (pH Relation) - Tex-121-E (Part III)	$400.00/Ea.
Moisture-Density Relationship (TxDOT) - Tex-113-E /Tex-114-E	$225.00/Ea.
Standard Proctor - ASTM D 698	$225.00/Ea.
Modified Proctor - ASTM D 1557	$225.00/Ea.
Field Density Test (Nuclear) - ASTM D 6938/Tex-115-E	$28.00/Ea.
Determination of Soil pH - Tex-128-E	$70.00/Ea.
Soil-Lime Testing - Tex-121-E (Part I)	$175.00/Ea.
Resistivity of Soils - Tex-129-E	$110.00/Ea.
Sulfate Content of Soils - Tex-145-E	$95.00/Ea.
Organic Content of Soils – Tex-148-E	$60.00/Ea.
Texas Wet Ball Mill (Material Quality) - Tex-116-E	$250.00/Ea.
Triaxial Compression (Dist. Soil & Base) - Tex-117-E	$2,300.00/Ea.
Unconfined Compression-Soil - ASTM D 2166	$55.00/Ea.
Uniaxial Compression-Rock - ASTM D 7012	$65.00/Ea.
Consolidation Test - ASTM D 2435	$600.00/Ea.
Pulverization Gradation – Tex-101-E (Part III)	$100.00/Ea.
Mechanical Grain Analysis ASTM D 6913	$100.00/Ea.
Organic Content Determination (Ignition) ASTM D 2974	$60.00/Ea.
Engineering Review, Evaluation, Management & Administration	
Test Report	$25.00/Ea.

Exhibit D - Rate Schedule
21RFSQ27 Engineering Services for Corridor J

American Structurepoint, Inc.	
LABOR CATEGORY	**RATE**
Principal	$285.00
Senior PM	$280.00
Project Manager	$240.00
Senior Project Engineer	$190.00
Project Engineer	$165.00
Traffic Engineer	$130.00
Design Engineer	$140.00
Senior Engineer Tech	$140.00
Engineer Tech	$105.00
Engineer-In-Training	$120.00

Exhibit D - Rate Schedule
21RFSQ27 Engineering Services for Corridor J

SWCA, Incorporated	
LABOR CATEGORY	**RATE**
Principal-In-Charge	$289.67
Subject Matter Expert	$213.44
Manager V	$110.79
Manager VI	$120.95
Manager VII	$133.15
Manager VIII	$144.33
Manager IX	$155.51
Manager X	$173.80
Manager XI	$190.07
Manager XII	$208.36
Technician I	$47.77
Technician II	$55.90
Specialist I	$68.10
Specialist II	$80.30
Specialist III	$90.46
Specialist IV	$100.62
Specialist V	$110.79
Specialist VI	$120.95
Specialist VII	$133.15
Specialist VIII	$144.33
Specialist IX	$155.51
Specialist X	$173.80
Specialist XI	$190.07
Specialist XII	$208.36
Administrative I	$42.69
Administrative II	$53.87
Administrative III	$67.08
Administrative IV	$78.26
Administrative V	$90.46
Administrative VI	$102.66
Administrative VII	$114.85
Administrative VIII	$127.05
DIRECT EXPENSES	
Field Supplies (per hour)	$10.00
GIS-grade GPS (per hour)	$70.00
Hand-held GPS (per hour)	$25.00
Overnight Delivery	$15.00
Curation (per hour)	$200.00
Site Forms (per hour)	$96.00

Exhibit D - Rate Schedule
21RFSQ27 Engineering Services for Corridor J

Inland Geodetics, LLC	
LABOR CATEGORY	**RATE**
Project Manager	$169.71
Licensed State Land Surveyor	$161.81
Registered Professional Land Surveyor	$165.76
Survey Technician	$119.19
Clerical Support	$68.41
FIELD CREW SERVICES	
2 - Person Survey Crew	$150.00
3 - Person Survey Crew	$170.00
4 - Person Survey Crew	$190.00
Additional Crew Member	$54.00
GPS Field Operator & Vehicle & GPS Receiver	$120.00
All Terrain Vehicle (per day)	$55.00
Additional Vehicle (per day)	$60.00

Exhibit D - Rate Schedule

21RFSQ27 Engineering Services for Corridor J

Surveying And Mapping, LLC	
LABOR CATEGORY	**RATE**
Project Manager - Survey	$165.00
Senior Project Manager - Survey	$195.00
Survey Technician	$98.00
Senior Survey Technician	$112.00
Field Coordinator	$115.00
Project Coordinator - Survey	$120.00
Administration/Clerical	$85.00
One (1) Person Survey Field Crew	$125.00
Two (2) Person Survey Field Crew	$160.00
Three (3) Person Survey Field Crew	$215.00
Support Manager	$213.00
Project Coordinator - Aquisition (Helicopter,Fixed Wing ,Mobile, UAS, Terrestrial)	$179.00
Project Coordinator - (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	$182.00
Analytical Triangulation Specialist	$119.00
Certified Photogrammetrist	$195.00
Aerial Mapping Technician	$91.00
Aerial Office Technician	$85.00
Aerial Processing Technician	$116.00
LiDAR Processing Technician (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	$116.00
Mapping Editor (includes QA/QC, Finishing, & Finalization)	$110.00
Orthophoto Specialist	$94.00
Photo Lab Specialist	$94.00
Photo Processing Technician	$94.00
Principal/Department Manager	$250.00
Senior Project Manager - SUE	$215.00
Project Manager (SUE)/Senior Engineer	$185.00
Staff Engineer	$135.00
Task Manager	$124.00
Graduate Engineer	$110.00
Senior SUE Technician	$124.00
SUE Technician	$95.00
Senior Utility Coordinator	$177.00
Utility Coordinator	$117.00
SUE Field Manager	$185.00
Field Supervisor	$125.00
Senior SUE Field Technician	$105.00
SUE Field Technician	$95.00
Two (2) Person Vac Crew with one (1) Unit	$255.00
Three (3) Person Vac Crew with one (1) Unit	$325.00
Three Person SUE Locating Crew	$285.00
Two Person SUE Field Crew	$180.00
One Person Designating Crew	$95.00

Exhibit D - Rate Schedule

21RFSQ27 Engineering Services for Corridor J

Surveying And Mapping, LLC	
DIRECT EXPENSES	
GPS Receiver (per hour)	$25.00
ATV (per hour)	$10.00
SX-10 (Per Hour)	$35.00
Digital Level	$4.00
Aluminum Boat (per hour)	$15.00
Primary Control Monument (each)	$90.00
Geospatial Target (Aerial or Mobile Lidar) (each)	$25.00
Mobilization for LiDAR Mobile mapping System (travel to project) (includes vehicle) Per mile	$10.00
Fixed Wing Airborne Aerial Imagery/LiDAR - Project Flight Miles (to/from local airport and on-project flight miles) Per Mile	$65.00
RTK Base Radio Per Hour	$30.00
Helicopter Equipment Aerial Imagery/LiDAR - Project Flight Miles (to/from local airport and on-project flight miles) Per Mile	$65.00
Push Camera Mapping (Equipment)(owned by provider) Per Day	$300.00
Terrestrial Photogrammetry Camera Per Hour	$125.00
Airborne GPS/IMU Data collection/Processing Per Project	$2,500.00
Photo Lab Service - Digital image processing Per Image	$28.00
Mobilization for Aerial Imagery/LiDAR Fixed Wing Aircraft (Includes aircraft, pilot, sensor/LiDAR operator, fuel and transportation cost) Per Project	$25,000.00
Mobilization for Helicopter Aerial Imagery/LiDAR (Includes helicopter, pilot, sensor/LiDAR operator, fuel and transportation cost) Per Project	$25,000.00
Mobilization for Unmanned Aerial System(travel to project) (includes vehicle) Per Project	$7,500.00
SPAR 300 Kit (per hour)	$4.00
Vacuum Truck (per hour)	$75.00
Magnetometer (EM-61) (per hour)	$50.00
SUE Equipment Package (per hour)	$6.00
Ground Penetrating Radar (per hour)	$40.00
Confined Space Entry Package (per hour)	$7.00

Exhibit D - Rate Schedule
21RFSQ27 Engineering Services for Corridor J

Shared Direct Expenses	
DIRECT EXPENSES	**RATE**
Mileage (per mile)	Current IRS Rate
Highway Toll Charges	Actual Cost
Parking Fees	Actual Cost
Postage	Current Postal Rate
Photocopies B/W (8 1/2" X 11") (per page)	$0.15
Photocopies Color (8 1/2" X 11") (per page)	$1.00
Photocopies B/W (11" X 17") (per page)	$0.32
Photocopies Color (11" X 17") (per page)	$2.00
Report Printing (each)	At Cost
Report Binding and Tabbing (each)	At Cost
CD-ROM (each)	$1.00
Large Format Plotting (per sf)	$2.50

Any items not completed in house will be reimbursed based on invoice back-up.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Kimley-Horn and Associates, Inc. ("Engineer")**
ADDRESS: **10814 Jollyville Road, Bldg 4, Suite 200 Austin, TX 78759**
PROJECT: **21RFSQ27 Engineering for Corridor J (FM2843 to SH195) ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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 engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/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 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **one-million sixty-eight thousand Dollars ($1,068,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer 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.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer 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.

Engineer 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:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer 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 Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer 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 the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Brian Boecker, P.E._____
Kimley-Horn and Associates, Inc._
10814 Jollyville Road, Bldg 4, Suite 200
Austin, TX 78759

Engineer shall have the right, from time to time, to change the Engineer'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 Engineer under this Contract, the Engineer'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 the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer 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 Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer'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 Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units 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

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering 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 Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering 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 Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract 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 Engineer's designs under this Contract (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 Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer 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 Contract. Copies may be retained by Engineer. Engineer 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 Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, 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 Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer 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 Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. 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 the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract 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 Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer 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 Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering 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

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, 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 ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, 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 ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT 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 THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering 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 Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer 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
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. 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.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer 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 Engineer hereunder.

E. 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.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer 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.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, 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.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, 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.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. 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
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. 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.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Brian Boecker
Kimley-Horn and Associates, Inc.
10814 Jollyville Road, Bldg 4, Suite 200
Austin, TX 78759

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract 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.

C. Enforcement and Venue. This Contract 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 Contract 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.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer 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, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract 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.

G. Reports of Accidents. Within 24 hours after Engineer 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 Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer 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 Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, 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 Engineer's performance of work under this Contract.

H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, 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 Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract 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 the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

1/25/2022

ENGINEER

Kimley-Horn and Associates, Inc.

By _____

Printed Name: Brian Boecker

Title: Senior Vice President

Date: January 24, 2022

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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 Engineer 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.

Kimley-Horn and Associates, Inc.
Name of Firm

Bri Boecker
Signature of Certifying Official

Brian Boecker
Printed Name of Certifying Official

Senior Vice President
Title of Certifying Official

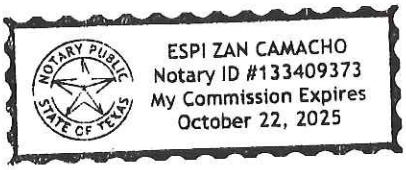
January 21, 2022
Date

(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 BRIAN BOECKER the SENIOR VP of KIMLEY-HORN ,on behalf of said firm.

Espi Camacho
Notary Public in and for the
State of Texas



My commission expires: 10·22·25

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Corridor J from west of FM 2843 to east of SH 195 Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

See following pages

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit D - Rate Schedule
Williamson County
Corridor J

Kimley-Horn and Associates, Inc.	
Direct Labor	
CATEGORY	**RATE**
Senior Professional I / Senior Engineer I	$230.00
Senior Professional II / Senior Engineer II	$285.00
Professional	$185.00
Analyst (Engineering or Planning)	$150.00
Senior Designer	$155.00
CAD Technician	$115.00
Senior Support Staff	$115.00
Support Staff (Administrative or Accounting Assistant)	$100.00

Exhibit D - Rate Schedule
Williamson County
Corridor J

Cox|McLain Environmental Consulting, Inc. now Stantec	
Direct Labor	
CATEGORY	**RATE**
Principal-in-Charge	$ 165.00
Project Manager	$ 155.00
Senior GIS Operator	$ 115.00
GIS Operator	$ 95.00
GIS Technician	$ 80.00
Senior Geologist	$ 130.00
Geologist	$ 105.00
Senior Environmental Planner	$ 130.00
Environmental Planner IV	$ 110.00
Environmental Planner III	$ 95.00
Environmental Planner I/II	$ 85.00
Senior Environmental Scientist	$ 115.00
Environmental Scientist IV	$ 95.00
Environmental Scientist III	$ 85.00
Environmental Scientist I/II	$ 75.00
Senior Biologist	$ 115.00
Biologist IV	$ 95.00
Biologist III	$ 85.00
Biologist I/II	$ 75.00
Senior Archeologist-Principal Investigator	$ 125.00
Archeologist IV	$ 95.00
Archeologist III	$ 85.00
Archeologist I/II	$ 75.00
Senior Field Tech (Envrionmental, Biological, Archeological)	$ 65.00
Field Tech (Envrionmental, Biological, Archeological)	$ 60.00
Senior Architectural Historian	$ 125.00
Architectural Historian	$ 95.00
Environmental Inspector	$ 85.00
Admin/Clerical	$ 75.00

Exhibit D - Rate Schedule
Williamson County
Corridor J

McGray & McGray Land Surveyors, Inc.	
Direct Labor	
CATEGORY	**RATE**
Principal	$190.00
Project Manager	$165.00
RPLS	$145.00
Senior Technician	$96.00
AutoCAD/Survey Technician	$90.00
LIDAR Technician	$98.00
GPS Processing	$108.00
Researcher	$80.00
Secretarial/Administrative	$70.00
Field Coordinator	$98.00
1 man reconnaissance or data gathering	$120.00
2 man survey crew, with vehicle and data collection	$165.00
3 man survey crew, with vehicle and data collection	$200.00
GPS/RTK 1 man survey crew/with vehicle and data collection	$170.00
GPS/RTK 2 man survey crew/with vehicle and data collection	$215.00
GPS/RTK 3 man survey crew/with vehicle and data collection	$250.00
Additional Crew/Rodman	$45.00
Flagger	$45.00
UNIT COSTS	
ATV (All Terrain Vehicle)	$65.00/day
Additional Survey Vehicle	$70.00/day
LIDAR Terrestrial Scanner	$100.00 /hour
UAV (Drone) Aerial Mapper	$5,000.00/day
Mobile Mapper	$9,000.00/day

Exhibit D - Rate Schedule
Williamson County
Corridor J

HVJ South Central Texas - M&J, Inc.	
Direct Labor	
CATEGORY	**RATE**
KEY PERSONNEL	
Principal	$236.90
Project Manager	$185.40
Project Engineer	$160.00
Senior Engineer	$236.90
Professional Staff:	
Professional Engineer IV (10-15)	$152.58
Professional Engineer III (8-10)	$146.26
Professional Engineer I (4-8)	$134.00
Engineer in Training (0-5)	$113.53
Engineering Technician VI (25+)	$120.00
Engineering Technician III (10-15)	$115.00
Engineering Technician II (5-10)	$85.16
Engineering Technician I (1-5)	$63.87
Professional Geologist II (5-10)	$129.35
Geologist in Training (0-5)	$99.36
Administrative Staff:	
Administrative Assistant VI (25+)	$72.10
Administrative Assistant III (10-15)	$45.45
Administrative Assistant I (0-5)	$38.85

Exhibit D - Rate Schedule
Williamson County
Corridor J

DIRECT EXPENSES	
Photocopies B/W (8 1/2" X 11") / each	$0.10
Photocopies B/W (11" X 17") / each	$0.20
Photocopies Color (8 1/2" X 11") / each	$0.75
Photocopies Color (11" X 17") / each	$1.25
Digital Ortho Plotting / sheet	$2.50
Plots (B/W on Bond) / square foot	$1.00
Plots (Color on Bond) / square foot	$2.00
Plots (Color on Photographic Paper) / square foot	$5.50
Color Graphics on Foam Board / square foot	$5.50
Presentation Boards up to 48" X 60" Color Mounted / each	$75.00
Report Binding and Tabbing (Includes labor and supplies) / each	$10.00
Reproduction of CD/DVD / each	$30.00
CDs/DVDs / each	$2.00
Cardstock Color (8 1/2" x 11") / each	$2.00
4" X 6" Digital Color Print / picture	$0.50
Historical Aerial Images (Photographs, Negatives, Maps) / each	$100.00
Aerial Photographs (1" = 500' scale) / each	$50.00
Maps and Map Records / each	$2.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.) / day	$51.00
GPS Receiver (rates applied to actual time GPS units are in use) / hour	$25.00

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Halff Associates, Inc.** **("Engineer")**
ADDRESS: **9500 Amberglen Blvd., Building F, Suite 150, Austin, TX 78729**
PROJECT: **21RFSQ27 Engineering for Corridor J (SH195 to SH183)** **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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 engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/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 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **two-million one-hundred thirty-five thousand Dollars ($2,135,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer 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.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer 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.

Engineer 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:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer 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 Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer 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 the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Steven J. Miller, P.E.
Senior Vice President
9500 Amberglen Blvd.
Building F, Suite 150
Austin, TX 78729

Engineer shall have the right, from time to time, to change the Engineer'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 Engineer under this Contract, the Engineer'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 the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business

judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer 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 Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer'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 Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units 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

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering 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 Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering 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 Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract 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 Engineer's designs under this Contract (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 Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer 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 Contract. Copies may be retained by Engineer. Engineer 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 Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, 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 Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer 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 Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. 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 the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract 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 Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer 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 Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering 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

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, 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 ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, 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 ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT 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 THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering 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 Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer 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
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. 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.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer 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 Engineer hereunder.

E. 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.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer 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.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, 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.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, 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.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. 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
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. 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.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Steven J. Miller, P.E.
Senior Vice President
Halff and Associates, Inc.
9500 Amberglen Blvd.
Building F, Suite 150
Austin, TX 78729

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract 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.

C. Enforcement and Venue. This Contract 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 Contract 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.

D. Standard of Performance. The standard of care for all professional engineering,

consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer 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, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract 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.

G. Reports of Accidents. Within 24 hours after Engineer 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 Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer 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 Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, 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 Engineer's performance of work under this Contract.

H. Gender, Number and Headings. 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive,

modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, 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 Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract 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 the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;

2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

1/25/2022

ENGINEER

HALFF AND ASSOCIATES

By _____

Printed Name: STEVEN J. MILLER

Title: SENIOR VICE PRESIDENT

Date: JANUARY 24, 2022

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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 Engineer 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.

HALFF AND ASSOCIATES, INC.
Name of Firm

Signature of Certifying Official

STEVEN J. MILLER
Printed Name of Certifying Official

SENIOR VICE PRESIDENT
Title of Certifying Official

JANUARY 24, 2022
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 Deborah Hope the Executive Assistant of Halff Associates, on behalf of said firm.

Deborah Hope

Notary Public in and for the
State of Texas

DEBORAH HOPE
Notary Public, State of Texas
Comm. Expires 01-17-2026
Notary ID 11255688

My commission expires: 1-17-2026

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Corridor J from east of SH 195, including interchange, to SH 183, including interchange Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

See attached sheets for rate schedules by firm

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit D, Rate Schedule

Project: Corridor J Segment 3
Consultant Firm Name: **Halff Associates, Inc**
Prime or Sub: **Prime**

Labor Category	Rate ($/HR)
Principal-in-Charge	$375
Project Manager	$268
Deputy Project Manager	$251
Quality Manager	$246
Senior Engineer	$235
Project Engineer	$193
Design Engineer	$155
Engineer-In-Training	$126
Senior Engineer Tech	$139
Engineer Tech	$107
Senior CADD Operator	$123
CADD Operator	$96
Senior GIS Operator	$161
GIS Operator	$128
GIS Technician	$102
Senior Geologist	$185
Geologist	$152
Senior Environmental Scientist	$212
Environmental Scientist IV	$179
Environmental Scientist III	$144
Environmental Scientist I/II	$105
Senior Field Tech (Envrionmental, Biological, Archeological)	$118
Field Tech (Envrionmental, Biological, Archeological)	$91
Senior Architectural Historian	$168
Architectural Historian	$132
Senior Public Involvement Specialist	$202
Public Involvement Specialist	$152
Licensed State Land Surveyor	$196
RPLS - Task Leader	$241
Survey Tech	$107
1 - Person Survey Crew / Senior Surveying Tech	$128
2 - Person Survey Crew	$187
3 - Person Survey Crew	$251
4 - Person Survey Crew	$262
Abstractor (Property Deed Researcher, Courthouse or Internet research)	$93
Sr. 3d Visualization Specialist	$152
3D Visualization Specialist	$124
Senior Project Controller	$152
FAA 107 UAS Pilot	$161
Admin/Clerical	$86

Project: Corridor J Segment 3
Consultant Firm Name: **BGE**
Prime or Sub: **Sub**

Labor Category	Rate ($/HR)
Principal-in-Charge	$ 290.00
Senior Project Manager	$ 252.00
Quality Manager	$ 270.00
Senior Engineer	$ 225.00
Project Engineer	$ 210.00
Design Engineer	$ 157.00
Senior Engineer Tech	$ 195.72
Engineer Tech	$ 136.31
Senior CADD Operator	$ 185.24
CADD Operator	$ 136.31
Senior GIS Operator	$ 220.00
GIS Technician	$ 115.00
Senior Environmental Scientist	$ 239.00
Environmental Scientist IV	$ 167.00
Environmental Scientist III	$ 135.00
Environmental Scientist I/II	$ 125.00
Admin/Clerical	$ 80.00

Exhibit D, Rate Schedule

Project: Corridor J Segment 3
Consultant Firm Name: **Alliance Transportation Group, Inc.**
Prime or Sub: **Sub**

Labor Category	Rate ($/HR)
Project Principal	$ 301
Senior Project Manager	$ 289
Project Manager	$ 250
Senior Engineer	$ 225
Project Engineer	$ 195
Traffic Engineer	$ 167
Engineer-in-Training	$ 126
Senior Engineering Technician	$ 145
Engineering Technician	$ 120
Jr Engineering Technician	$ 65
Project Administrator	$ 126
Clerical	$ 86
Planner I	$ 105
Planner II	$ 129
Planner III	$ 192
Travel Demand Modeler I	$ 140
Travel Demand Modeler II	$ 178
Travel Demand Modeler III	$ 209
Sr Travel Demand Modeler/Planner	$ 240

Exhibit D, Rate Schedule

Project: Corridor J Segment 3
Consultant Firm Name: **Cox-McClain**
Prime or Sub: **Sub**

Labor Category	Rate ($/HR)
Principal-in-Charge	$ 165.00
Project Manager	$ 155.00
Senior GIS Operator	$ 115.00
GIS Operator	$ 95.00
GIS Technician	$ 80.00
Senior Geologist	$ 130.00
Geologist	$ 105.00
Senior Environmental Planner	$ 130.00
Environmental Planner IV	$ 110.00
Environmental Planner III	$ 95.00
Environmental Planner I/II	$ 85.00
Senior Environmental Scientist	$ 115.00
Environmental Scientist IV	$ 95.00
Environmental Scientist III	$ 85.00
Environmental Scientist I/II	$ 75.00
Senior Biologist	$ 115.00
Biologist IV	$ 95.00
Biologist III	$ 85.00
Biologist I/II	$ 75.00
Senior Archeologist-Principal Investigator	$ 125.00
Archeologist IV	$ 95.00
Archeologist III	$ 85.00
Archeologist I/II	$ 75.00
Senior Field Tech (Environmental, Biological, Archeological)	$ 65.00
Field Tech (Environmental, Biological, Archeological)	$ 60.00
Senior Architectural Historian	$ 125.00
Architectural Historian	$ 95.00
Environmental Inspector	$ 85.00
Admin/Clerical	$ 75.00

Exhibit D, Rate Schedule

Project: Corridor J Segment 3
Consultant Firm Name: **Raba Kistner**
Prime or Sub: **Sub**

Labor Category	Rate ($/HR)
Principal-in-Charge	$228.00
Project Manager	$192.40
Senior Engineer	$202.80
Project Engineer	$142.80
Engineer-In-Training	$137.70
Senior Engineer Tech	$83.20
Geotechnical Laboratory Technician	$78.00
Geotechnical Engineering Technician	$72.80
CADD Technician	$98.80
Geologist	$122.40
Geotechnical Logger	$112.20
Admin/Clerical	$62.40

Project: Corridor J Segment 3
Consultant Team - Prime Firm: **Halff & Subconsultants**

Other Direct Expenses (ODE)	Unit	ODE Rate
Photocopies B/W (11" X 17")	each	$ 0.20
Photocopies B/W (8 1/2" X 11")	each	$ 0.10
Photocopies Color (11" X 17")	each	$ 1.25
Photocopies Color (8 1/2" X 11")	each	$ 0.75
Digital Ortho Plotting	sheet	$ 1.75
Plots (B/W on Bond)	per sq. ft.	$ 0.60
Plots (Color on Bond)	per sq. ft.	$ 1.60
Plots (Color on Photographic Paper)	per sq. ft.	$ 4.00
Color Graphics on Foam Board	square foot	$ 18.00
Presentation Boards 30" X 40" Color Mounted	each	$ 150.00
Reprographics	per sq. ft.	$ 3.00
Reproduction of CD/DVD	each	$ 5.00
UAS LiDAR	daily	$ 4,000.00
MX9 Mobile LiDAR	daily	$ 7,000.00
GPS recevier (RTK or static) (rates applied to actual time GPS units are in use)	hour	$ 27.50
Mussel Survey Field Equipment	daily	$ 300.00
Mileage	per mile	current IRS Rate

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EVALUATION - Planning for Corridor J
RFQ: 21RFSQ27
DATE: 01/19/2022 2:30 PM

Evaluation Criteria	Maximum Score Points	Atkins North America	BGE Inc	Binkley & Barfield	Burns & McDonnell	CONSOR	Dannen baum	ETTL	H W Lochner	Halff Assoc	HDR	Huitt Zollars	JMT	Kimley Horn	Lina T Ramey	LJA	Rodriguez Transpor-tation	RS&H	Volkert Inc	WGI Inc	WSB
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Project Manager's Experience/Qualifications with similar projects	50	35	40	35	35	35	40	0	35	45	40	35	30	35	35	35	35	35	35	40	45
Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design	50	35	35	35	35	30	35	0	35	35	35	30	30	35	30	35	40	35	35	35	35
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design	50	40	35	35	30	30	35	0	35	30	30	35	35	35	30	35	35	35	35	35	35
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design	50	40	40	35	35	30	40	0	40	40	40	35	40	35	40	35	40	35	40	40	40
Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas	50	35	40	35	40	40	40	0	40	40	40	35	35	40	40	35	35	35	40	40	40
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	50	20	20	5	5	20	25	0	25	35	25	20	20	35	15	20	20	15	20	15	35
Understanding of the project	50	20	20	5	20	25	25	0	25	45	30	30	20	35	25	20	25	20	20	20	40
TOTAL	350	225	230	185	200	210	240	0	235	270	240	220	210	250	215	215	230	210	225	225	270

[redacted]

Commissioners Court - Regular Session **37.**

Meeting Date: 02/01/2022

LTP Budget Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a LTP transfer per Mike Weaver, Road Bond Manager, to transfer $6,720,000 from P463 to P584 (Corridor J IH354 to West of FM2843) in the amount of $3,190,000, P585 (Corridor J West of FM 2843 to East of SH 195) in the amount of $1,180,000 and P586 (Corridor J East of SH 195 to US 183) in the amount of $2,350,000.

Background

This transfer is necessary to begin design work on P584,P585 and P586. Please see the attached memo for further information.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LTP Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/27/2022 09:38 AM
Form Started By: Tomika Lynce		Started On: 01/26/2022 03:01 PM
Final Approval Date: 01/27/2022		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

January 24, 2022

Re: FY 2021 Transportation Corridor Budgets

Dear Ms. Lynce,

To award 21RFSQ27 Corridor J (IH35 to US 183) project please make the following budget adjustments for the Corridor Program.

Move $6,720,000.00 from P463 Southeast Corridor Study to three new P#s:

• P# Corridor J1 (IH35 to West of FM2843)		$3,190,000.00
• P# Corridor J2 (West of FM 2843 to East of SH 195)		$1,180,000.00
• P# Corridor J3 (East of SH 195 to US 183)		$2,350,000.00
	Subtotal	$6,720,000.00

If you have any questions, please let me know.

Thank you.

Michael J. Weaver

Cc: Pam Navarrette, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
J. Terron Evertson, P.E., Williamson County Engineer
Christen Eschberger, P.E., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **38.**

Meeting Date: 02/01/2022

Davilla Culvert Replacement - Detour Notification

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the closing of Davilla Street and detouring traffic during construction of the Davilla Street Culvert Replacement project, a Road Bond Project in Commissioner Precinct 4. Project: P486.

Background

The proposed detour of Davilla Street is necessary to construct a culvert and reconstruct the intersection of Davilla Street and N. Walton Avenue, which is in close proximity to the railroad. The detour will last approximately 45 days. It will require drivers to detour 800ft north to Ash Street to avoid the closure. The City of Granger staff and Union Pacific Railroad have approved the detour. Adjacent property owners, Williamson County Emergency Communications, Union Pacific Railroad, the US Postal Service, and the City of Granger will be notified, prior to any changes in the traffic pattern.

Fiscal Impact

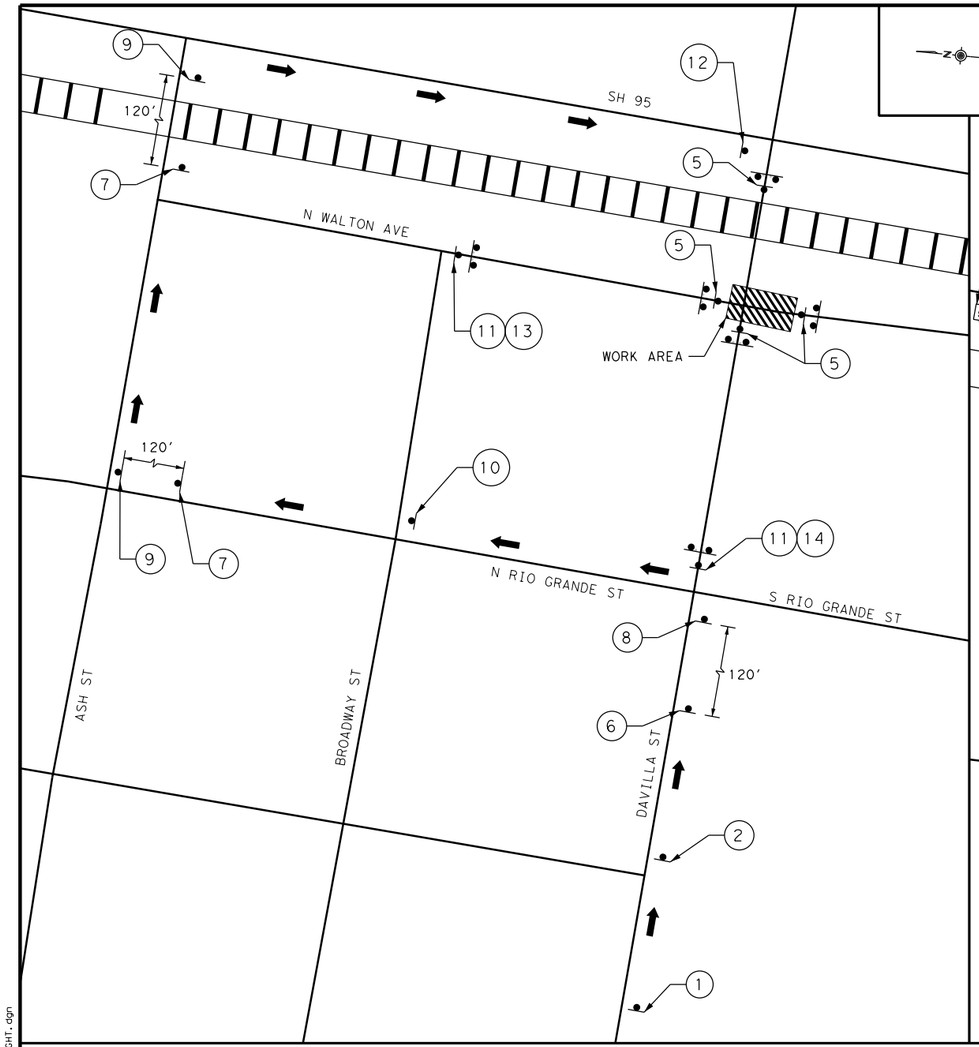
From/To	Acct No.	Description	Amount

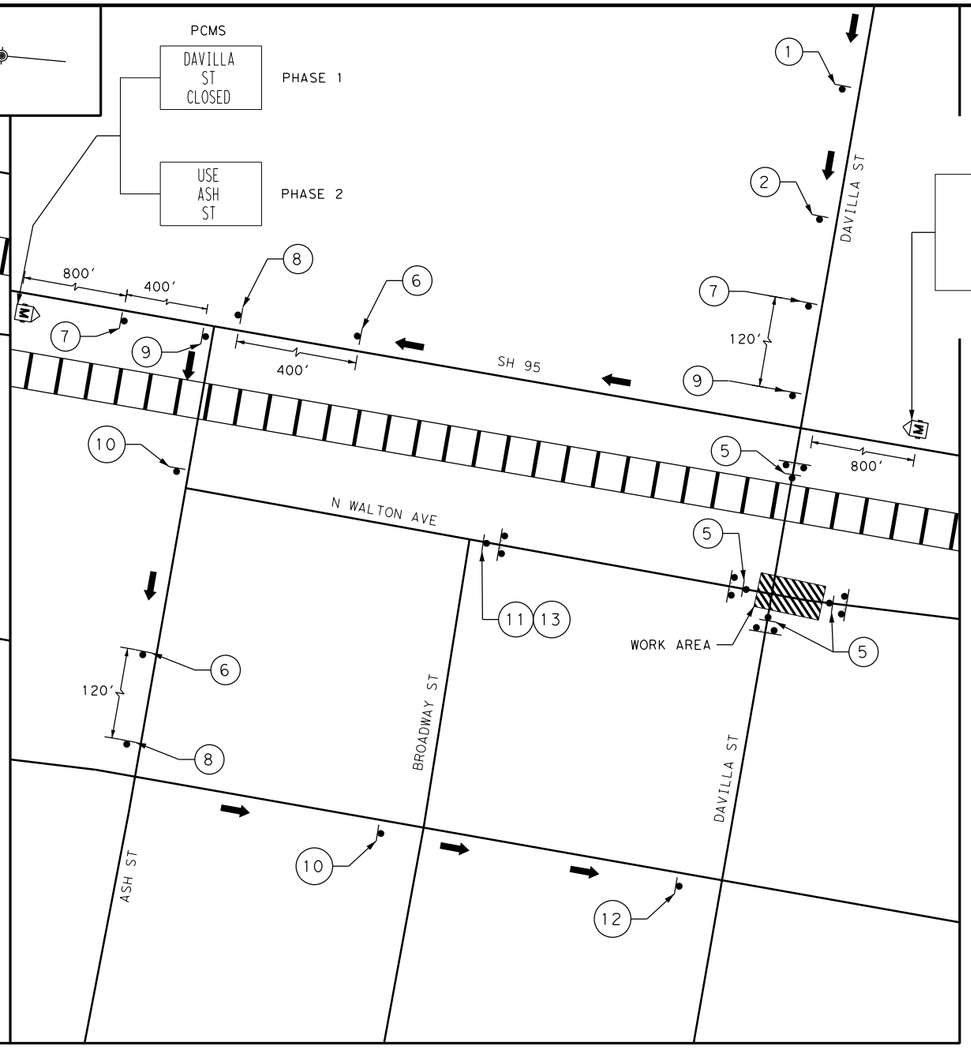
Attachments

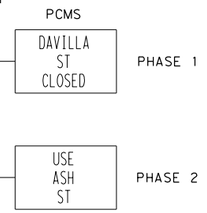
DavillaCulvert-TrafficDetour

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/27/2022 11:59 AM
Form Started By: Marie Walters		Started On: 01/26/2022 01:46 PM
Final Approval Date: 01/27/2022		







TRAFFIC CONTROL LEGEND

- PROPOSED WORK ZONE THIS PHASE
- DIRECTION OF DETOUR TRAFFIC
- SIGN
- TYPE III BARRICADE WITH TYPE A FLASHING LIGHT
- UPRR TRACKS
- PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

NOTE:

1. DURING CONSTRUCTION, CLOSE DAVILLA ST AND WALTON AVE INTERSECTION AND IMPLEMENT DETOUR PLAN.

STATE OF TEXAS
BENNETT B. LOVE, JR.
136400
LICENSED PROFESSIONAL ENGINEER

JANUARY 14, 2022

EB ACCESS TO N DAVILLA ST



CW20-3
36"X36"
(1)



CW20-3
36"X36"
(2)



R3-1
24"X24"
(3)



R3-2
24"X24"
(4)



R11-2
48"X30"
(5)



M4-9TL
30"X24"
(6)



M4-9TR
30"X24"
(7)

WB ACCESS TO S DAVILLA ST



M4-9L
30"X24"
(8)



M4-9R
30"X24"
(9)



M4-9S
30"X24"
(10)



R11-4
60"X30"
W/ TYPE A
FLASHING LIGHTS
(11)



M4-8a
24"X18"
(12)



M4-10R
48"X18"
(13)



M4-10L
48"X18"
(14)

N. T. S.

WILLIAMSON COUNTY

RS&H, Inc.
8240 N. Mopac Expressway, Suite 300
Austin, Texas 78759
512-279-5427 FAX 512-459-2233
Texas Registration No. F-3401

DAVILLA STREET CULVERT REPLACEMENT
TRAFFIC CONTROL PLAN

DAVILLA ST DETOUR

SHEET 1 OF 1

© 2022

DS:	CK:	DISTRICT	ROADWAY
RG	BL	AUSTIN	DAVILLA STREET
DW:	CK:	COUNTY	SHEET NO.
RG	BL	WILLIAMSON	21

1/13/2022 5:05:10 PM
X:\P\115001001\Davilla Culvert\Williamson Cty WA1\CAD\C\TCP\Detours\SWALTON+TCP2A+DET01+NIGHT.dgn

Commissioners Court - Regular Session **39.**

Meeting Date: 02/01/2022

CR 111 (Westinghouse) Steger Bizzell Contract Amendment 2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the CR 111 (Westinghouse Rd) from FM 1460 to SH 130 Project contract between Williamson County and Steger Bizzell relating to the 2019 Road Bond Program. Project: P292. Fund Source: Road Bonds.

Background

The Steger Bizzell Contract Amendment No. 2 amends the Exhibit D Rate Schedule according to the CPI Rate Adjustment language shown in the master contract as well as adding two new rate categories identified as needed for the duration of the contract. No other changes are proposed at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR111-StegerBizzell-Amendment2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/27/2022 11:56 AM
Form Started By: Marie Walters		Started On: 01/27/2022 09:47 AM
Final Approval Date: 01/27/2022		

CONTRACT AMENDMENT NO. 2
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR111 (From FM 1460 to SH 130) ("Project")

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Steger Bizzell (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 30, 2015 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows :

I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

Bryan E. Moore
Printed Name

Principal
Title

01/10/2022
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

1/26/2022

STEGER BIZZELL

Rate Schedule

Effective January 10, 2022

(All Rates Per Hour)

Engineer (Principal)	$259.40	
Senior Engineer	$240.47	
Engineer (P.E.)	$179.24	
Project Manager	$240.47	
Engineer in Training (EIT)	$148.07	
Graduate Engineer	$142.50	
Senior Technician	$142.50	
GIS Technician	$116.90	
GIS Administrator	$125.00	New
Design Technician	$116.90	
CADD Technician/ Draftsman	$111.33	
Survey Technician/ Draftsman	$109.34	*Added May2019 Amend#1
Licensed State Land Surveyor	$208.00	New
Registered Surveyor	$149.18	
Surveyor in Training (SIT)	$116.90	
1 Man Survey	$161.43	
2 Man Survey Party	$178.13	
3 Man Survey Party	$194.83	
Field Inspector	$100.20	
Clerical	$ 80.16	
Student Technician	$ 36.54	

CPI Adjustment Calculation	
Base (1982-84) =	100
March 2015 PSA Signed	229.337
March 2021	255.319
Delta	111.33%

Mileage Current IRS Rate

These rates are subject to change with Commissioners Court approval.
Note: Expert Witness Fees are billed at 1.5 times the hourly rate.

ADDRESS 1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
PHONE 512.930.9412
FAX 512.930.9416
WEB STEGERBIZZELL.COM
TEXAS REGISTERED ENGINEERING FIRM F-181
SERVICES >> ENGINEERS >> PLANNERS >> SURVEYORS

Commissioners Court - Regular Session **40.**

Meeting Date: 02/01/2022

On-Call Asphalt Sampling Testing and Inspection REL Contract Amendment No 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the On-Call Asphalt, Sampling, Testing & Inspection contract between Williamson County and Rodriguez Engineering Laboratories, LLC relating to the 2019 Road Bond Program. Project: As-Needed by Work Authorization. Fund Source: Road Bonds.

Background

The REL Contract Amendment No. 1 amends the Exhibit D Rate Schedule according to the CPI Rate Adjustment language shown in the master contract as well as adding new rate categories identified as needed for the duration of the contract. It also increases the compensation cap by $200,000.00 from $300,000.00 to $500,000.00 to account for additional projects going to construction and requiring these services including attached Work Authorization #6 for CR 111 (Westinghouse Rd) and CR 110 North.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

OnCallAsphaltSamplingTestingInspection-REL-Amendment1

CR111(Westinghouse)CR110N-REL-WA6

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/27/2022 11:58 AM
Form Started By: Marie Walters		Started On: 01/27/2022 10:08 AM
Final Approval Date: 01/27/2022		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
"On-Call" Asphalt Sampling, Testing & Inspection
2019 Road Bond Program Materials Testing & Geotechnical Engineering Services
("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Rodriguez Engineering Laboratories, LLC (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective April 23, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $300,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $300,000.00 to $500,000.00.

II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

Jose Melendez, P.E.
Printed Name

Laboratory Engineer
Title

January 25, 2022
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

1/26/2022

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
1. Testing of Soils and Base Materials				
1.1	**Field Soil Density**			
	1.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$65.61
	1.1.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$65.61
	1.1.3	Field Nuclear Density Test	Per ea	$44.83
	1.1.4	Field Density by Sand Cone Method (ASTM D1556)	Per ea	$60.14
1.2	**Bulk Sample Pick-Up**			
	1.2.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$65.61
1.3	**Laboratory Moisture Density Relationship**			
	1.3.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$65.61
	1.3.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$65.61
	1.3.3	Moisture Density Relationship of Soil-Cement (ASTM D 558)	Per ea	$300.69
	1.3.4	Moisture Density Relationship (ASTM D 698) Standard Proctor Compaction Test)	Per ea	$300.69
	1.3.5	Moisture Density Relationship (ASTM D 1557) (Modified Proctor Compaction Test)	Per ea	$300.69
	1.3.6	Moisture Density Relationship (TEX-113-E) Compaction Test	Per ea	$300.69
	1.3.7	Moisture Density Relationship (TEX-114-E, Part I) Compaction Test	Per ea	$300.69
	1.3.8	Moisture Density Relationship (TEX-114-E, Part II) Compaction Test	Per ea	$336.78
1.4	**Laboratory Testing of Soils**			
	1.4.1	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	Per ea	$85.29
	1.4.2	Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	$72.17
	1.4.3	CBR of Laboratory-Compacted Soils (ASTM D1883)	Per ea	$541.25
		1.4.3.1 Each Additional Point	Per ea	$180.42
	1.4.4	Depth Check (Tex-140-E)	Per ea	$21.87
	1.4.5	Dry Unit Weight Test of Soils	Per ea	$41.55
	1.4.6	Field Gradation of Lime Soil (1.75, 0.75, No 4 Sieve) (in addition to hourly charge)	Per point	$24.06
	1.4.7	Hydrometer Analysis (ASTM D422), (mechanical sieve analysis is not included)	Per ea	$126.84
	1.4.8	Lime Series Curve (ASTM D 4318)	Per point	$111.53
	1.4.9	Natural Moisture Content	Per ea	$24.60
	1.4.10	Organic Content of Soils (Tex-148-E)	Per ea	$202.29
	1.4.11	Percent Passing No. 200 Sieve (TEX-111-E)	Per ea	$55.77
	1.4.12	PVR (Tex-124-E), testing is not included	Per ea	$124.65
	1.4.13	Resistivity of Soils (TEX-129-E)	Per ea	$119.18
	1.4.14	Sample Preparation (TEX-101-E)	Per ea	$82.01
	1.4.15	Sample Remolding	Per hr	$65.61
	1.4.16	Sieve Analysis (TEX-110-E)	Per ea	$85.29
	1.4.17	Shrinkage (Volumetric) (ASTM D427, ASTM D4943)	Per ea	$88.57
	1.4.18	Soil Cement or Lime Compression Test (TEX-120-E, TEX-121-E)	Per ea	$89.66
	1.4.19	Soil pH (Tex-128-E)	Per ea	$71.07
	1.4.20	Soil Specific Gravity (TEX-108-E)	Per ea	$80.91
	1.4.21	Stabilization Ability of Lime by Soil PH (TEX-121-E Part III) up to 6 points	Per ea	$303.98
	1.4.22	Sulfate Content (Tex-145-E)	Per ea	$114.81
	1.4.23	Texture Depth by Sand Patch (Tex-436-A)	Per ea	$71.07
	1.4.24	Unconfined Compression Test - Cohesive Soils (ASTM D2166)	Per ea	$63.42
	1.4.25	Unconfined Compression Test - Rock (ASTM D2938)	Per ea	$88.57
1.5	**Texas Triaxial Compression Test on Base Material TEX-117E, Part II, including the following:**			
	1.5.1	Molding, Curing, and Testing 9 Specimens	Per ea	$1,525.34
	1.5.2	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	Per ea	$85.29
	1.5.3	Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	$72.17
	1.5.4	Percent Passing No. 200 Sieve (TEX-111-E)	Per ea	$55.77

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
	1.5.5	Sample Preparation (TEX-101-E)	Per ea	$82.01
	1.5.6	Sieve Analysis (TEX-110-E)	Per ea	$85.29
	1.5.7	Wet Ball Mill (TEX-116-E)	Per ea	$264.61
1.6	Report of Soil Test Results (includes clerical, engineering review/seal, etc.)		Per ea	$90.76
2. Testing of Concrete and Aggregates				
2.1	**Concrete Cylinder**			
	2.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$65.61
	2.1.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$65.61
	2.1.3	Cylinder Charge (per each)	Per ea	$31.71
2.2	**Concrete Coring**			
	2.2.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$65.61
	2.2.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$65.61
	2.2.3	Concrete Coring Equipment Charge	Per hr	$45.92
	2.2.4	Core Bit Surcharge (in addition to base equipment charge)		
		2.2.4.1 - 3-inch diameter core	Per inch	$5.47
		2.2.4.2 - 4-inch diameter core	Per inch	$7.11
		2.2.4.3 - 6-inch diameter core	Per inch	$9.35
	2.2.5	Concrete Core Strength Testing, Includes Core Curing and Preparation	Per ea	$78.73
2.3	**Laboratory Testing of Concrete and Aggregates**			
	2.3.1	Abrasion Test (TEX-410-A)	Per ea	$289.76
	2.3.2	Absorption of Aggregate	Per ea	$43.74
	2.3.3	Aggregate Gradation Analysis (TEX-200-F)	Per ea	$85.29
	2.3.4	Beam Flexural Strength (TEX 448-A)	Per ea	$47.02
	2.3.5	Coarse Aggregate Angularity	Per ea	$89.66
	2.3.6	Crushed Face Count (TEX-460-A)	Per ea	$90.76
	2.3.7	Decantation (Tex-406-E)	Per ea	$40.46
	2.3.8	Deleterious Materials (Clay Lumps/Friable Part I) Mineral Aggregate (Tex-413-A)	Per ea	$79.82
	2.3.9	Fine Aggregate Angularity	Per ea	$89.66
	2.3.10	Fineness Modulus of Fine Aggregate (Tex-402-A)	Per ea	$49.20
	2.3.11	Flat, Elongated Particles (ASTM D4791)	Per ea	$89.66
	2.3.12	Micro Deval Abrasion (TEX-461-A)	Per ea	$267.89
	2.3.13	Organic Impurities in Fine Aggregate (Tex-408-A)	Per ea	$61.23
	2.3.14	Pavement Thickness by Direct Measurement (Tex-423-A)	Per ea	$32.80
	2.3.15	Sand Equivalent (Clay Content) (Tex-203-F)	Per ea	$103.88
	2.3.16	Sieve Analysis of Fine and Coarse Aggregate (Tex-401-A)	Per ea	$85.29
	2.3.17	Soundness, Sodium, or Magnesium (ASTM C88, Tex-411-A)	Per ea	$426.44
	2.3.18	Specific Gravity of Aggregate	Per ea	$65.61
	2.3.19	Splitting Tensile Strength of Cylindrical Concrete Specimen (ASTM C496)	Per ea	$47.02
	2.3.20	Thickness of Concrete Cylinders or CTB Cores (ASTM C174)	Per ea	$21.87
	2.3.21	Unit Weight of Aggregate	Per ea	$43.74
	2.3.22	Unit weight of Concrete Specimens by Measurements	Per ea	$16.40
2.4	Report of Concrete Test Results (includes clerical, engineering review/seal, etc.)		Per ea	$90.76
3. Testing of HMAC and Liquid Asphalt				
3.1	**HMAC Field Testing and Sample Pick-up**			
	3.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$65.61
	3.1.2	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$65.61
	3.1.3	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$65.61
	3.1.4	Longitudinal Joint Density with Density Gauge (Tex-207-F, VII) (Plus Tech time)	Per ea	$85.29

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
	3.1.5	Mat Segregation with Density Gauge (Tex-207-F, Part V) (Plus Tech time)	Per ea	$85.29
	3.1.6	Pavement Thickness Determination (Tex-140-E)(Plus Tech time)	Per ea	$21.87
	3.1.7	Thermal Profile (Tex-244-F)(Plus Tech time)	Per ea	$191.35
3.2	**Laboratory Testing of HMAC**			
	3.2.1	Asphalt Content by Extraction (TEX-210-F, T164)	Per ea	$183.70
	3.2.2	Asphalt Content by Ignition Method (Tex-236-F)	Per ea	$196.82
	3.2.3	Boiling Stripping Test (TEX-530-C)	Per ea	$120.28
	3.2.4	Bulk Density of Compacted Specimens (TEX-207-F, Part I) (2 or 3 per set)	Per ea	$67.79
	3.2.5	Cantabro Loss (TEX-245-F) (Molding is not included)	Per ea	$122.46
	3.2.6	Extraction (Gradation & Asphalt Content) (Tex-200-F, Tex-210-F, D2172, T164)	Per ea	$159.64
	3.2.7	Gradation of Aggregate from Extraction or Ignition (TEX-200-F)	Per ea	$85.29
	3.2.8	Hamburg Wheel Tracker (TEX-242-F) (Includes Molding)	Per ea	$618.88
	3.2.9	Hamburg Wheel Tracker (TEX-242-F) (Molded by Client)	Per ea	$431.91
	3.2.10	Hveem Stability (TEX-208-F) (3 per set)	Per ea	$67.79
	3.2.11	Indirect Tensile Strength (TEX-226-F) (Molding is not included)	Per ea	$79.82
	3.2.12	Maximum Theoretical Specific Gravity, Rice Method (Tex 227-F)		
		3.2.12.1 - Bag Sample	Per ea	$61.23
		3.2.12.2 - Core Sample	Per ea	$72.17
	3.2.13	Sand Equivalent (Clay Content) (Tex-203-F)	Per ea	$103.88
	3.2.14	Specific Gravity, Bulk Core	Per ea	$29.52
	3.2.15	Specific Gravity, Bulk Core (Vacuum Method)	Per ea	$67.79
	3.2.16	Specimen Molding, Bulk Density, and Stability (3 per set) (Tex-206-F, 207-F, 208-F)	Per ea	$203.38
	3.2.17	Specimen Molding by SGC (TEX-241-F) (2 per set)	Per ea	$92.94
	3.2.18	Specimen Molding by TGC (TEX-206-F) (3 per set)	Per ea	$67.79
	3.2.19	Thickness of HMAC cores by Direct Measurement	Per ea	$14.21
3.3	**HMAC Coring**			
	3.3.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$65.61
	3.3.2	Field Tech time (on-site only, 2-hour minimum)	Per hr	$65.61
	3.3.3	Core, per inch thickness		
		3.3.3.1 - 0"–6" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$107.16
		3.3.3.2 - > 6"–10" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$118.64
		3.3.3.3 - > 10"–14" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$153.08
		3.3.3.4 - >14" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$153.08
		3.3.3.5 - Per inch beyond 14" depth @ 6"Ø (includes patching and sample prep.)	Per inch	$6.56
3.4	**Laboratory Testing of Liquid Asphalt and Emulsions**			
	3.4.1	Abson Recovery (Extraction using Solvent is not Included)	Per ea	$262.42
	3.4.2	Breaking Index (Asphalt Emulsions)	Per ea	$102.78
	3.4.3	Cement Mix	Per ea	$77.63
	3.4.4	Demulsibility (Anionic or Cationic Emulsions)	Per ea	$77.63
	3.4.5	Density of Emulsified Asphalt	Per ea	$77.63
	3.4.6	Ductility of Bituminous Materials	Per ea	$110.44
	3.4.7	Elastic Recovery Test	Per ea	$89.66
	3.4.8	Float Test For Bituminous Materials	Per ea	$89.66
	3.4.9	Kinematic Viscosity of Cut-Back Asphalt	Per ea	$110.44
	3.4.10	Penetration of Bituminous Materials	Per ea	$68.89
	3.4.11	Residue by Distillation (Cutback or Emulsified Asphalts)	Per ea	$161.83
	3.4.12	Residue by Evaporation	Per ea	$161.83
	3.4.13	Saybolt Viscosity of Emulsified Asphalt at 25°C (77°F)	Per ea	$68.89
	3.4.14	Saybolt Viscosity of Emulsified Asphalt at 50°C (122°F)	Per ea	$68.89
	3.4.15	Sieve Test of Emulsified Asphalt	Per ea	$48.11
	3.4.16	Softening Point of Bitumen (Ring-and-Ball)	Per ea	$110.44

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
	3.4.17	Storage Stability (24 Hrs)	Per ea	$120.28
	3.4.18	Specific Gravity of Emulsified Asphalt	Per ea	$74.35
3.5	Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.)		Per ea	$90.76
4. Field Testing Equipment				
4.1	**Vehicle**			
	4.1.1	Within City of Austin ETJ, within 50 miles (one-way) from REL	Per trip	$62.33
4.2	**Falling Heavy Weight Deflectometer (FWD) Testing** New			
	4.2.1	FWD Field Data Collection (Equipment and Operator)(8 hr/day maximum)	Per day	$2,700.00
	4.2.2	FWD Equipment (Mobilization/Demobilization)	Per ea	$225.00
	4.2.3	FWD Operator (Mobilization/Demobilization)	Per hr	$94.04
4.3	**High Speed Inertial Profiler (IRI) Testing** New			
	4.3.1	IRI Field Data Collection (Equipment Only)(8 hr/day maximum)	Per day	$400.00
	4.3.2	IRI Equipment (Mobilization/Demobilization) (within 50 miles from REL)	Per trip	$62.33
	4.3.3	IRI Operator (Portal-to-Portal from REL)(4 hr minimum)	Per hr	$82.01
5. Engineering Consultation				
5.1	Principal		Per hr	$252.58
5.2	Project Manager/Professional Engineer		Per hr	$161.83
5.3	Project Engineer		Per hr	$125.75
5.4	Graduate Engineer		Per hr	$94.04
5.5	Senior Engineering Technician		Per hr	$82.01
5.6	Engineering Technician (Asphalt, Concrete, Soils, etc.)		Per hr	$65.61
5.7	Clerical		Per hr	$52.48

NOTES:

1. Minimum call-out charge for technician and equipment is 2 hours. Charges are accrued portal to portal.
2. The density test unit rate is based on a minimum of 3 tests per trip.
3. Transportation charges are applicable for all field testing assignments including sample pick up. But, if the technician is already at the job site, there is no sample pick up charges.
4. Subconsultants' fees shall be approved previous to work beginning.
5. Trip charge refers to the labor for the Engineering Technician to drive to site. This is charged hourly. Vehicle charges refer to cost of vehicle associated with the trip.

PROPOSED 2022 RATE SCHEDULE (CPI Adjustment)

CONSTRUCTION MATERIALS TESTING SERVICES				
CONSULTANT NAME: RODRIGUEZ ENGINEERING LABORATORIES LLC				
ITEM No.		**UNIT**	**RATE SCHEDULE in PSA EXHIBIT D APRIL 2020**	**PROPOSED RATES 2022**
				CIP ADJUSTMENT CALCULATION
				Base (1982-84) = 100
				April 2020 PSA Signed: 246.254
				December 2021: 269.263
				DELTA: 109.3436%
1. Testing of Soils and Base Materials				
1.1	**Field Soil Density**			
	1.1.1	Per hr	$60.00	$65.61
	1.1.2	Per hr	$60.00	$65.61
	1.1.3	Per ea	$41.00	$44.83
	1.1.4	Per ea	$55.00	$60.14
1.2	**Bulk Sample Pick-Up**			
	1.2.1	Per hr	$60.00	$65.61
1.3	**Laboratory Moisture Density Relationship**			
	1.3.1	Per hr	$60.00	$65.61
	1.3.2	Per hr	$60.00	$65.61
	1.3.3	Per ea	$275.00	$300.69
	1.3.4	Per ea	$275.00	$300.69
	1.3.5	Per ea	$275.00	$300.69
	1.3.6	Per ea	$275.00	$300.69
	1.3.7	Per ea	$275.00	$300.69
	1.3.8	Per ea	$308.00	$336.78
1.4	**Laboratory Testing of Soils**			
	1.4.1	Per ea	$78.00	$85.29
	1.4.2	Per ea	$66.00	$72.17
	1.4.3	Per ea	$495.00	$541.25
	1.4.3.1	Per ea	$165.00	$180.42
	1.4.4	Per ea	$20.00	$21.87
	1.4.5	Per ea	$38.00	$41.55
	1.4.6	Per point	$22.00	$24.06
	1.4.7	Per ea	$116.00	$126.84
	1.4.8	Per point	$102.00	$111.53
	1.4.9	Per ea	$22.50	$24.60
	1.4.10	Per ea	$185.00	$202.29
	1.4.11	Per ea	$51.00	$55.77
	1.4.12	Per ea	$114.00	$124.65

PROPOSED 2022 RATE SCHEDULE (CPI Adjustment)

CONSTRUCTION MATERIALS TESTING SERVICES				
CONSULTANT NAME: RODRIGUEZ ENGINEERING LABORATORIES LLC				
ITEM No.		**UNIT**	**RATE SCHEDULE in PSA EXHIBIT D APRIL 2020**	**PROPOSED RATES 2022**
	1.4.13	Per ea	$109.00	$119.18
	1.4.14	Per ea	$75.00	$82.01
	1.4.15	Per hr	$60.00	$65.61
	1.4.16	Per ea	$78.00	$85.29
	1.4.17	Per ea	$81.00	$88.57
	1.4.18	Per ea	$82.00	$89.66
	1.4.19	Per ea	$65.00	$71.07
	1.4.20	Per ea	$74.00	$80.91
	1.4.21	Per ea	$278.00	$303.98
	1.4.22	Per ea	$105.00	$114.81
	1.4.23	Per ea	$65.00	$71.07
	1.4.24	Per ea	$58.00	$63.42
	1.4.25	Per ea	$81.00	$88.57
1.5	**Texas Triaxial Compression Test on Base Mat**			
	1.5.1	Per ea	$1,395.00	$1,525.34
	1.5.2	Per ea	$78.00	$85.29
	1.5.3	Per ea	$66.00	$72.17
	1.5.4	Per ea	$51.00	$55.77
	1.5.5	Per ea	$75.00	$82.01
	1.5.6	Per ea	$78.00	$85.29
	1.5.7	Per ea	$242.00	$264.61
1.6	Report of Soil Test Results (inc	Per ea	$83.00	$90.76
2. Testing of Concrete and Aggregates				
2.1	**Concrete Cylinder**			
	2.1.1	Per hr	$60.00	$65.61
	2.1.2	Per hr	$60.00	$65.61
	2.1.3	Per ea	$29.00	$31.71
2.2	**Concrete Coring**			
	2.2.1	Per hr	$60.00	$65.61
	2.2.2	Per hr	$60.00	$65.61
	2.2.3	Per hr	$42.00	$45.92
	2.2.4 Core Bit Surcharge (in addition to base equipment charge)			
	2.2.4.1	Per inch	$5.00	$5.47
	2.2.4.2	Per inch	$6.50	$7.11
	2.2.4.3	Per inch	$8.55	$9.35

PROPOSED 2022 RATE SCHEDULE (CPI Adjustment)

CONSTRUCTION MATERIALS TESTING SERVICES				
CONSULTANT NAME: RODRIGUEZ ENGINEERING LABORATORIES LLC				
ITEM No.		**UNIT**	**RATE SCHEDULE in PSA EXHIBIT D APRIL 2020**	**PROPOSED RATES 2022**
	2.2.5	Per ea	$72.00	$78.73
2.3	**Laboratory Testing of Concrete and Aggregate**			
	2.3.1	Per ea	$265.00	$289.76
	2.3.2	Per ea	$40.00	$43.74
	2.3.3	Per ea	$78.00	$85.29
	2.3.4	Per ea	$43.00	$47.02
	2.3.5	Per ea	$82.00	$89.66
	2.3.6	Per ea	$83.00	$90.76
	2.3.7	Per ea	$37.00	$40.46
	2.3.8	Per ea	$73.00	$79.82
	2.3.9	Per ea	$82.00	$89.66
	2.3.10	Per ea	$45.00	$49.20
	2.3.11	Per ea	$82.00	$89.66
	2.3.12	Per ea	$245.00	$267.89
	2.3.13	Per ea	$56.00	$61.23
	2.3.14	Per ea	$30.00	$32.80
	2.3.15	Per ea	$95.00	$103.88
	2.3.16	Per ea	$78.00	$85.29
	2.3.17	Per ea	$390.00	$426.44
	2.3.18	Per ea	$60.00	$65.61
	2.3.19	Per ea	$43.00	$47.02
	2.3.20	Per ea	$20.00	$21.87
	2.3.21	Per ea	$40.00	$43.74
	2.3.22	Per ea	$15.00	$16.40
2.4	Report of Concrete Test Result	Per ea	$83.00	$90.76
3. Testing of HMAC and Liquid Asphalt				
3.1	**HMAC Field Testing and Sample Pick-up**			
	3.1.1	Per hr	$60.00	$65.61
	3.1.2	Per hr	$60.00	$65.61
	3.1.3	Per hr	$60.00	$65.61
	3.1.4	Per ea	$78.00	$85.29
	3.1.5	Per ea	$78.00	$85.29
	3.1.6	Per ea	$20.00	$21.87
	3.1.7	Per ea	$175.00	$191.35
3.2	**Laboratory Testing of HMAC**			

PROPOSED 2022 RATE SCHEDULE (CPI Adjustment)

CONSTRUCTION MATERIALS TESTING SERVICES				
CONSULTANT NAME: RODRIGUEZ ENGINEERING LABORATORIES LLC				
ITEM No.		**UNIT**	**RATE SCHEDULE in PSA EXHIBIT D APRIL 2020**	**PROPOSED RATES 2022**
	3.2.1	Per ea	$168.00	$183.70
	3.2.2	Per ea	$180.00	$196.82
	3.2.3	Per ea	$110.00	$120.28
	3.2.4	Per ea	$62.00	$67.79
	3.2.5	Per ea	$112.00	$122.46
	3.2.6	Per ea	$146.00	$159.64
	3.2.7	Per ea	$78.00	$85.29
	3.2.8	Per ea	$566.00	$618.88
	3.2.9	Per ea	$395.00	$431.91
	3.2.10	Per ea	$62.00	$67.79
	3.2.11	Per ea	$73.00	$79.82
	3.2.12 Maximum Theoretical Specific Gravity, Rice Method (Tex 227-F)			
	3.2.12.1	Per ea	$56.00	$61.23
	3.2.12.2	Per ea	$66.00	$72.17
	3.2.13	Per ea	$95.00	$103.88
	3.2.14	Per ea	$27.00	$29.52
	3.2.15	Per ea	$62.00	$67.79
	3.2.16	Per ea	$186.00	$203.38
	3.2.17	Per ea	$85.00	$92.94
	3.2.18	Per ea	$62.00	$67.79
	3.2.19	Per ea	$13.00	$14.21
3.3	**HMAC Coring**			
	3.3.1	Per hr	$60.00	$65.61
	3.3.2	Per hr	$60.00	$65.61
	3.3.3 Core, per inch thickness			
	3.3.3.1	Per ea	$98.00	$107.16
	3.3.3.2	Per ea	$108.50	$118.64
	3.3.3.3	Per ea	$140.00	$153.08
	3.3.3.4	Per ea	$140.00	$153.08
	3.3.3.5	Per inch	$6.00	$6.56
3.4	**Laboratory Testing of Liquid Asphalt and Emu**			
	3.4.1	Per ea	$240.00	$262.42
	3.4.2	Per ea	$94.00	$102.78
	3.4.3	Per ea	$71.00	$77.63
	3.4.4	Per ea	$71.00	$77.63
	3.4.5	Per ea	$71.00	$77.63
	3.4.6	Per ea	$101.00	$110.44

PROPOSED 2022 RATE SCHEDULE (CPI Adjustment)

CONSTRUCTION MATERIALS TESTING SERVICES				
CONSULTANT NAME: RODRIGUEZ ENGINEERING LABORATORIES LLC				
	ITEM No.	**UNIT**	**RATE SCHEDULE in PSA EXHIBIT D APRIL 2020**	**PROPOSED RATES 2022**
	3.4.7	Per ea	$82.00	$89.66
	3.4.8	Per ea	$82.00	$89.66
	3.4.9	Per ea	$101.00	$110.44
	3.4.10	Per ea	$63.00	$68.89
	3.4.11	Per ea	$148.00	$161.83
	3.4.12	Per ea	$148.00	$161.83
	3.4.13	Per ea	$63.00	$68.89
	3.4.14	Per ea	$63.00	$68.89
	3.4.15	Per ea	$44.00	$48.11
	3.4.16	Per ea	$101.00	$110.44
	3.4.17	Per ea	$110.00	$120.28
	3.4.18	Per ea	$68.00	$74.35
3.5	Report of Asphalt Test Results	Per ea	$83.00	$90.76
4. Vehicle				
4.1	**Vehicle**			
	4.1.1	Per trip	$57.00	$62.33
4.2	**Falling Heavy Weight Deflectometer (FWD) Testing**			
	4.2.1 FWD Field Data Collectio	**Per day**	**N/A**	**$2,700.00**
	4.2.2 FWD Equipment (Mobili	**Per ea**	**N/A**	**$225.00**
	4.2.3 FWD Operator (Mobiliza	**Per hr**	**N/A**	**$94.04**
New				
4.3	**High Speed Inertial Profiler (IRI) Testing**			
	4.3.1 IRI Field Data Collection	**Per day**	**N/A**	**$400.00**
	4.3.2 IRI Equipment (Mobiliza	**Per trip**	**N/A**	**$62.33**
	4.3.3 IRI Operator (Portal-to-P	**Per hr**	**N/A**	**$82.01**
5. Engineering Consultation				
5.1		Per hr	$231.00	$252.58
5.2		Per hr	$148.00	$161.83
5.3		Per hr	$115.00	$125.75
5.4		Per hr	$86.00	$94.04
5.5		Per hr	$75.00	$82.01
5.6		Per hr	$60.00	$65.61
5.7		Per hr	$48.00	$52.48

WORK AUTHORIZATION No. 6

WILLIAMSON COUNTY ROAD BOND PROJECT:
22IFB39- CR111 (WESTINGHOUSE RD) & CR110 NORTH

This work authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 23, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Rodriguez Engineering Laboratories LLC (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $168,707.22.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on June 30, 2024. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this _____

ENGINEER:	COUNTY:
Rodriguez Engineering Laboratories LLC	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Jose Melendez, P.E.	_____.
Printed Name	Printed Name
Laboratory Engineer	_____.
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Rate Schedule

1/26/2022

ATTACHMENT B

SERVICES TO BE PROVIDED BY THE ENGINEER

Work Authorization No. 6

The following scope of services will be provided as requested by Williamson County (County) or the County's representative. The Engineer, Rodriguez Engineering Laboratories LLC (REL) understands that the County has particular project requirements; therefore, scope of services and qualified staff is assigned to meet the needs defined in those specifications.

Construction Materials Sampling and Testing

REL understands the importance of materials testing of the construction process so that our clients obtain a quality-constructed project that both satisfies the project plans and the specifications. REL will provide construction materials oversight sampling and testing services for the County on an as-needed basis for the 22IFB39-CR111 (WESTINGHOUSE ROAD) AND CR110 NORTH Project; including both laboratory and filed testing of soils, base, concrete, and hot-mix materials, using ASTM or TxDOT testing methods. The testing frequency will be based on the current TxDOT Minimum Guide Schedule of Sampling and Testing or as directed by the County's representative. The on-site inspector will be responsible for providing test locations as well as schedule sampling and testing by calling our office at least 24 hours in advance. The testing services may include the following:

Soils and Base Testing:

- Perform soils testing as required by project specifications or as requested by the County for liquid limit, plasticity index, gradation, moisture/density relations, Texas triaxial, wet ball mill, bar linear shrinkage, soil-lime compression, resistivity of soils, organic content, soil pH, pH/lime series, PI/lime series, deleterious materials, sulfate content of soils, in-place density, thickness determination, pulverization gradation, etc.

Hot Mix Asphaltic Concrete Testing:

- Perform asphaltic mixture testing as required by project specifications or as requested by the County for voids in mineral aggregates, lab molded density, maximum theoretical specific gravity, gradation, asphalt content, boil test, indirect tensile strength, moisture content, draindown test, Hamburg wheel-tracking test, overlay test, thickness, in-place air voids, etc.
- Test HMAC pavement as required by project specifications or as requested by the County during installation for segregation profile, joint density, thermal profile, ride quality test, etc.
- Test HMAC aggregate as required by project specifications or as requested by the County for L.A. abrasion, magnesium sulfate soundness, SAC, micro-deval, sand equivalent, etc. Hveem stability will be tested if needed.
- Review mix design of HMAC as requested.

Portland Cement Concrete Testing:

- Perform PCC testing as required by project specifications or as requested by the County for compressive strength, slump, air content, temperature test, etc.

- Perform concrete aggregate testing as required by project specifications or requested by the County for gradation, decantation, deleterious materials, L.A. abrasion, magnesium sulfate soundness, sand equivalent, organic impurities, fineness modulus, acid insoluble residue, etc.
- Review mix design of concrete as requested.

ATTACHMENT C

WORK SCHEDULE

Work Authorization No. 6

Rodriguez Engineering Laboratories LLC will provide construction materials oversight testing services for Williamson County (County). These services will be provided as requested by the County or County's representative on an as-needed basis for the County's 22IFB39-CR111 (WESTINGHOUSE ROAD) AND CR110 NORTH Project through June 30, 2024.

Rodriguez Engineering Laboratories, LLC

ATTACHMENT D

RATE SCHEDULE

WORK AUTHORIZATION No. 6

CONTRACT: 2019 Road Bond Program "On-Call" Materials Testing & Geotechnical Engineering Services ("Project")

PROJECT NAME: 22IFB39 - CR 111 (Westinghouse Road) and CR 110 North

Unit Costs					
Services To Be Provided	**Test Code**	**Unit**	**Quantity**	**Cost**	**Total Cost**
Item 132-6003 EMBANKMENT (FINAL)(ORD COMP)(TY B)		**CY**	**42,149**		
1.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included)	-	hr	4	$ 65.61	$ 262.44
1.1.2 Field Tech Time (on-site only, 2-hour minimum)	-	hr	8	$ 65.61	$ 524.88
1.3.7 Moisture Density Relationship Compaction Test	Tex-114-E	ea	1	$ 300.69	$ 300.69
1.4.1 Atteberg Limits	Tex-104,105 &106-E	ea	1	$ 85.29	$ 85.29
1.4.16 Sieve Analysis	Tex-110-E	ea	1	$ 85.29	$ 85.29
1.4.11 Percent Passing No. 200 Sieve	Tex-111-E	ea	1	$ 55.77	$ 55.77
1.4.22 Soluble Sulfate Content	Tex-145-E	ea	1	$ 114.81	$ 114.81
1.1.3 Field Nuclear Density (In-Place Moisture Content)	Tex-115-E	ea	9	$ 44.83	$ 403.47
4.1.1 Vehicle	-	trip	4	$ 62.33	$ 249.32
1.6 Report of Soil Test Results (includes clerical, engineering review/seal, etc.)	-	ea	4	$ 90.76	$ 363.04
				Subtotal =	**$ 2,445.00**
Item 247-6044 FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)		**CY**	**38,060**		
1.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included)	-	hr	8	$ 65.61	$ 524.88
1.1.2 Field Tech Time (on-site only, 2-hour minimum)	-	hr	20	$ 65.61	$ 1,312.20
1.3.6 Moisture Density Relationship Compaction Test	Tex-113-E	ea	2	$ 300.69	$ 601.38
1.4.1 Atteberg Limits	Tex-104,105 &106-E	ea	8	$ 85.29	$ 682.32
1.4.16 Sieve Analysis	Tex-110-E	ea	8	$ 85.29	$ 682.32
1.1.3 Field Nuclear Density	Tex-115-E	ea	13	$ 44.83	$ 582.79
3.1.6 Thickness Determination	Tex-140-E	ea	13	$ 21.87	$ 284.31
1.4.14 Sample Preparation	Tex-101-E	ea	2	$ 82.01	$ 164.02
1.5.1 TxDOT Triaxial	Tex-117-E	ea	2	$ 1,525.34	$ 3,050.68
1.5.7 Wet Ball Mill	Tex-116-E	ea	2	$ 264.61	$ 529.22
4.1.1 Vehicle	-	trip	8	$ 62.33	$ 498.64
1.6 Report of Soil Test Results (includes clerical, engineering review/seal, etc.)	-	ea	8	$ 90.76	$ 726.08
				Subtotal =	**$ 9,638.84**
Item 260-6073 LIME TRT (SUBGRADE) (8")		**SY**	**115,225**		
1.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included)	-	hr	18	$ 65.61	$ 1,180.98
1.1.2 Field Tech Time (on-site only, 2-hour minimum)	-	hr	36	$ 65.61	$ 2,361.96
1.3.6 Moisture Density Relationship Compaction Test	Tex-113-E	ea	3	$ 300.69	$ 902.07
1.4.1 Atteberg Limits	Tex-104,105 &106-E	ea	3	$ 85.29	$ 255.87
1.1.3 Field Nuclear Density	Tex-115-E	ea	39	$ 44.83	$ 1,748.37
1.4.6 Field Gradation of Lime Soil	Tex-101-E, Part III	ea	13	$ 24.06	$ 312.78
1.4.10 Organic Content	Tex-148-E	ea	4	$ 202.29	$ 809.16
1.4.21 Stabilization Ability of Lime by Soil pH	Tex-121-E, Part III	ea	3	$ 303.98	$ 911.94
1.4.16 Sieve Analysis	Tex-110-E	ea	3	$ 85.29	$ 255.87
1.4.22 Soluble Sulfate Content (Tex-145-E)	Tex-145-E	ea	29	$ 114.81	$ 3,329.49
3.1.6 Thickness Determination	Tex-140-E	ea	39	$ 21.87	$ 852.93
4.1.1 Vehicle	-	trip	18	$ 62.33	$ 1,121.94
1.6 Report of Soil Test Results (includes clerical, engineering review/seal, etc.)	-	ea	18	$ 90.76	$ 1,633.68
				Subtotal =	**$ 15,677.04**
Item 341 6008 D-GR HMA TY-B PG64-22		**TON**	**25,840**		
Testing of aggregate is not anticipated if material as listed on the current BRSQC and meets project specifications.					
3.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included)	-	hr	26	$ 65.61	$ 1,705.86
3.1.3 Field Tech Time (on-site only, 2-hour minimum)	-	hr	52	$ 65.61	$ 3,411.72
2.3.15 Sand Equivalent	Tex-203-F	ea	1	$ 103.88	$ 103.88
3.2.1.Asphalt Content by Extraction	Tex-210-F	ea	52	$ 183.70	$ 9,552.40
3.2.7 Gradation of Aggregate from Extraction or Ignition	Tex-200-F	ea	52	$ 85.29	$ 4,435.08
Voids in Mineral Aggregates (VMA)	Tex-207-F	ea	104	$ -	$ -
3.2.17 Specimen Molding by SGC, 2 per set	Tex-241-F	ea	104	$ 92.94	$ 9,665.76
3.2.4 Bulk Density of Compacted Specimens, 2 per set	Tex-207-F	ea	104	$ 67.79	$ 7,050.16
3.2.12.1 Maximum Theoretical Specific Gravity, Bag	Tex-227-F	ea	104	$ 61.23	$ 6,367.92
3.2.8 Hamburg Wheel Tracker	Tex-242-F	ea	1	$ 618.88	$ 618.88
3.2.3 Boiling Stripping Test	Tex-530-F	ea	1	$ 120.28	$ 120.28
3.2.11 Indirect Tensile Strength	Tex-226-F	ea	1	$ 79.82	$ 79.82
3.2.17 Specimen Molding by SGC, 2 per set, Hamburg & IDT	Tex-241-F	ea	3	$ 92.94	$ 278.82
3.3.3.1 Obtaining Field-Cut Specimens	-	ea	208	$ 107.16	$ 22,289.28
3.2.14 Bulk Density of Core Specimens	Tex-207-F Part I	ea	208	$ 29.52	$ 6,140.16
4.1.1 Vehicle	-	day	26	$ 62.33	$ 1,620.58
3.5 Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.)	-	ea	26	$ 90.76	$ 2,359.76
				Subtotal =	**$ 75,800.36**
Item 341 6042 D-GR HMA TY-D SAC-B PG70-22		**TON**	**12,049**		
Testing of aggregate is not anticipated if material as listed on the current BRSQC and meets project specifications.					
3.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included)	-	hr	12	$ 65.61	$ 787.32
3.1.3 Field Tech Time (on-site only, 2-hour minimum)	-	hr	24	$ 65.61	$ 1,574.64
2.3.15 Sand Equivalent	Tex-203-F	ea	1	$ 103.88	$ 103.88
3.2.1.Asphalt Content by Extraction	Tex-210-F	ea	24	$ 183.70	$ 4,408.80
3.2.7 Gradation of Aggregate from Extraction or Ignition	Tex-200-F	ea	24	$ 85.29	$ 2,046.96
Voids in Mineral Aggregates (VMA)	Tex-207-F	ea	48	$ -	$ -
3.2.17 Specimen Molding by SGC, 2 per set	Tex-241-F	ea	48	$ 92.94	$ 4,461.12
3.2.4 Bulk Density of Compacted Specimens, 2 per set	Tex-207-F	ea	48	$ 67.79	$ 3,253.92
3.2.12.1 Maximum Theoretical Specific Gravity, Bag	Tex-227-F	ea	48	$ 61.23	$ 2,939.04

3.2.8 Hamburg Wheel Tracker	Tex-242-F	ea	1	$ 618.88	$ 618.88
3.2.3 Boiling Stripping Test	Tex-530-F	ea	1	$ 120.28	$ 120.28
3.2.11 Indirect Tensile Strength	Tex-226-F	ea	1	$ 79.82	$ 79.82
3.2.17 Specimen Molding by SGC, 2 per set, Hamburg & IDT	Tex-241-F	ea	3	$ 92.94	$ 278.82
3.3.3.1 Obtaining Field-Cut Specimens	-	ea	96	$ 107.16	$ 10,287.36
3.2.14 Bulk Density of Core Specimens	Tex-207-F Part I	ea	96	$ 29.52	$ 2,833.92
4.1.1 Vehicle	-	day	12	$ 62.33	$ 747.96
3.5 Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.)	-	ea	12	$ 90.76	$ 1,089.12
				Subtotal =	**$ 35,631.84**
Item 432-6002 RIPRAP (CONC)(5 IN)		**CY**	**888**		
Item 432 6003 RIPRAP (CONC)(6 IN W/ 6 X 6 X #6 WELDED WIRE)		**CY**	**46**		
Item 432 6045 RIPRAP (MOW STRIP)(4 IN)		**CY**	**40**		
2.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included)	-	Per hr	8	$ 65.61	$ 524.88
2.1.2 Field Tech Time (on-site only, 2-hour minimum)	-	Per hr	12	$ 65.61	$ 787.32
2.1.3 Cylinder Charge	-	Per ea	16	$ 31.71	$ 507.36
Slump	Tex-415-A	Per ea	4	$ -	$ -
Entrained Air	Tex-416-A	Per hr	4	$ -	$ -
Concrete Temperature	Tex-422-A	Per ea	4	$ -	$ -
4.1 Vehicle (Includes cylinder pick-up)	-	Per trip	8	$ 62.33	$ 498.64
2.4 Report of Concrete Test Results (Includes clerical, engineering review/seal, etc.)	-	Per ea	8	$ 90.76	$ 726.08
				Subtotal =	**$ 3,044.28**
Item 464 6003 RC PIPE (CL III)(18 IN)		**LF**	**4409**		
Item 464 6005 RC PIPE (CL III)(24 IN)		**LF**	**2125**		
Item 464 6007 RC PIPE (CL III)(30 IN)		**LF**	**3095**		
Item 464 6008 RC PIPE (CL III)(36 IN)		**LF**	**1439**		
Item 464 6009 RC PIPE (CL III)(42 IN)		**LF**	**174**		
1.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included)	-	hr	12	$ 65.61	$ 787.32
1.1.2 Field Tech Time (on-site only, 2-hour minimum)	-	hr	24	$ 65.61	$ 1,574.64
1.3.7 Moisture Density Relationship Compaction Test	Tex-114-E	ea	5	$ 300.69	$ 1,503.45
1.4.1 Atteberg Limits	Tex-104,105 &106-E	ea	5	$ 85.29	$ 426.45
1.4.16 Sieve Analysis	Tex-110-E	ea	5	$ 85.29	$ 426.45
1.1.3 Field Nuclear Density (In-Place Moisture Content)	Tex-115-E	ea	38	$ 44.83	$ 1,703.54
4.1.1 Vehicle	-	day	12	$ 62.33	$ 747.96
1.6 Report of Soil Test Results (includes clerical, engineering review/seal, etc.)	-	ea	12	$ 90.76	$ 1,089.12
				Subtotal =	**$ 8,258.93**
Item 466 6003 HEADWALL (CH-FW-0) (DIA=18 IN)		**EA**	**3**		
Item 466 6007 HEADWALL (CH-FW-0) (DIA=30 IN)		**EA**	**1**		
Item 466 6009 HEADWALL (CH-FW-0) (DIA=36 IN)		**EA**	**1**		
Item 466 6010 HEADWALL (CH-FW-0) (DIA=42 IN)		**EA**	**2**		
Item 466 6022 HEADWALL (CH-FW-15) (DIA=30 IN)		**EA**	**2**		
Item 466 6054 HEADWALL (CH-FW-45) (DIA=36 IN)		**EA**	**1**		
Item 466 6132 HEADWALL (CH-PW-S) (DIA=30 IN)		**EA**	**1**		
Item 466 6134 HEADWALL (CH-PW-S) (DIA=36 IN)		**EA**	**1**		
Item 466 6165 WINGWALL (FW-S) (HW=4FT)		**EA**	**3**		
Item 466 6179 WINGWALL (PW-1) (HW=4FT)		**EA**	**5**		
Item 466 6207 WINGWALL (SW-0) (HW=4FT)		**EA**	**3**		
2.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included)	-	Per hr	12	$ 65.61	$ 787.32
2.1.2 Field Tech Time (on-site only, 2-hour minimum)	-	Per hr	18	$ 65.61	$ 1,180.98
2.1.3 Cylinder Charge	-	Per ea	24	$ 31.71	$ 761.04
Slump	Tex-415-A	Per ea	6	$ -	$ -
Entrained Air	Tex-416-A	Per hr	6	$ -	$ -
Concrete Temperature	Tex-422-A	Per ea	6	$ -	$ -
4.1 Vehicle (Includes cylinder pick-up)	-	Per trip	12	$ 62.33	$ 747.96
2.4 Report of Concrete Test Results (Includes clerical, engineering review/seal, etc.)	-	Per ea	12	$ 90.76	$ 1,089.12
				Subtotal =	**$ 4,566.42**
Item 467 6014 SET (TY I)(36 IN)(3:1)(C)		**EA**	**1**		
Item 467 6356 SET (TY II)(18 IN)(RCP)(3:1)(C)		**EA**	**2**		
Item 467 6357 SET (TY II)(18 IN)(RCP)(3:1)(P)		**EA**	**1**		
Item 467 6363 SET (TY II)(18 IN)(RCP)(6:1)(P)		**EA**	**40**		
Item 467 6395 SET (TY II)(24 IN)(RCP)(6:1)(P)		**EA**	**32**		
Item 467 6422 SET (TY II)(30 IN)(RCP)(6:1)(C)		**EA**	**1**		
Item 467 6423 SET (TY II)(30 IN)(RCP)(6:1)(P)		**EA**	**13**		
Item 467 6454 SET (TY II)(36 IN)(RCP)(6:1)(P)		**EA**	**10**		
2.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included)	-	Per hr	20	$ 65.61	$ 1,312.20
2.1.2 Field Tech Time (on-site only, 2-hour minimum)	-	Per hr	30	$ 65.61	$ 1,968.30
2.1.3 Cylinder Charge	-	Per ea	40	$ 31.71	$ 1,268.40
Slump	Tex-415-A	Per ea	10	$ -	$ -
Entrained Air	Tex-416-A	Per hr	10	$ -	$ -
Concrete Temperature	Tex-422-A	Per ea	10	$ -	$ -
4.1 Vehicle (Includes cylinder pick-up)	-	Per trip	20	$ 62.33	$ 1,246.60
2.4 Report of Concrete Test Results (Includes clerical, engineering review/seal, etc.)	-	Per ea	20	$ 90.76	$ 1,815.20
				Subtotal =	**$ 7,610.70**
Item 529 6008 CONC CURB & GUTTER (TY II)		**LF**	**24461**		
Item 529 6038 CONC CURB (RIBBON)		**LF**	**616**		
2.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included)	-	Per hr	6	$ 65.61	$ 393.66
2.1.2 Field Tech Time (on-site only, 2-hour minimum)	-	Per hr	9	$ 65.61	$ 590.49
2.1.3 Cylinder Charge	-	Per ea	12	$ 31.71	$ 380.52

Rodriguez Engineering Laboratories, LLC

ATTACHMENT D

RATE SCHEDULE

WORK AUTHORIZATION No. 6

Slump	Tex-415-A	Per ea	3	$ -	$ -
Entrained Air	Tex-416-A	Per hr	3	$ -	$ -
Concrete Temperature	Tex-422-A	Per ea	3	$ -	$ -
4.1 Vehicle (Includes cylinder pick-up)	-	Per trip	6	$ 62.33	$ 373.98
2.4 Report of Concrete Test Results (Includes clerical, engineering review/seal, etc.)	-	Per ea	6	$ 90.76	$ 544.56
				Subtotal =	**$ 2,283.21**
Item 530 6005 DRIVEWAYS (ACP)		**SY**	**4242**		
Testing of aggregate is not anticipated if material as listed on the current BRSQC and meets project specifications.					
3.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included)	-	hr	2	$ 65.61	$ 131.22
3.1.3 Field Tech Time (on-site only, 2-hour minimum)	-	hr	4	$ 65.61	$ 262.44
3.2.1 Asphalt Content by Extraction	Tex-210-F	ea	2	$ 183.70	$ 367.40
3.2.7 Gradation of Aggregate from Extraction or Ignition	Tex-200-F	ea	2	$ 85.29	$ 170.58
Voids in Mineral Aggregates (VMA)	Tex-207-F	ea	2	$ -	$ -
3.2.17 Specimen Molding by SGC, 2 per set	Tex-241-F	ea	2	$ 92.94	$ 185.88
3.2.4 Bulk Density of Compacted Specimens, 2 per set	Tex-207-F	ea	2	$ 67.79	$ 135.58
3.2.12.1 Maximum Theoretical Specific Gravity, Bag	Tex-227-F	ea	2	$ 61.23	$ 122.46
3.3.3.1 Obtaining Field-Cut Specimens	-	ea	4	$ 107.16	$ 428.64
3.2.14 Bulk Density of Core Specimens	Tex-207-F Part I	ea	4	$ 29.52	$ 118.08
4.1.1 Vehicle	-	day	2	$ 62.33	$ 124.66
3.5 Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.)	-	ea	2	$ 90.76	$ 181.52
				Subtotal =	**$ 2,228.46**
Item 531 6001 CONC SIDEWALK (4")		**SY**	**5**		
Item 531 6010 CURB RAMPS (TY 7)		**EA**	**675**		
2.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included)	-	Per hr	4	$ 65.61	$ 262.44
2.1.2 Field Tech Time (on-site only, 2-hour minimum)	-	Per hr	6	$ 65.61	$ 393.66
2.1.3 Cylinder Charge	-	Per ea	8	$ 31.71	$ 253.68
Slump	Tex-415-A	Per ea	2	$ -	$ -
Entrained Air	Tex-416-A	Per hr	2	$ -	$ -
Concrete Temperature	Tex-422-A	Per ea	2	$ -	$ -
4.1 Vehicle (Includes cylinder pick-up)	-	Per trip	4	$ 62.33	$ 249.32
2.4 Report of Concrete Test Results (Includes clerical, engineering review/seal, etc.)	-	Per ea	4	$ 90.76	$ 363.04
				Subtotal =	**$ 1,522.14**
				TOTAL ESTIMATED FEE =	**$ 168,707.22**

NOTE: The above cost estimate for materials oversight testing is based on the current TxDOT Minimum Guide Schedule of Sampling and Testing or as directed by the County's representative. The on-site inspector will be responsible for providing test locations as well as schedule sampling and testing by calling our office at least 24 hours in advance. Only actual tests performed will be charged. Minimum call-out charge for technicians and equipment is 2 hours. Charges are accrued portal to portal. Trip charge refers to the labor for the engineering technician to drive to site, this is charged hourly. Vehicle charges refer to cost of vehicle associated with the trip. Any additional testing will be charged using the approved fee schedule.

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
1. Testing of Soils and Base Materials				
1.1	**Field Soil Density**			
	1.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$65.61
	1.1.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$65.61
	1.1.3	Field Nuclear Density Test	Per ea	$44.83
	1.1.4	Field Density by Sand Cone Method (ASTM D1556)	Per ea	$60.14
1.2	**Bulk Sample Pick-Up**			
	1.2.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$65.61
1.3	**Laboratory Moisture Density Relationship**			
	1.3.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$65.61
	1.3.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$65.61
	1.3.3	Moisture Density Relationship of Soil-Cement (ASTM D 558)	Per ea	$300.69
	1.3.4	Moisture Density Relationship (ASTM D 698) Standard Proctor Compaction Test)	Per ea	$300.69
	1.3.5	Moisture Density Relationship (ASTM D 1557) (Modified Proctor Compaction Test)	Per ea	$300.69
	1.3.6	Moisture Density Relationship (TEX-113-E) Compaction Test	Per ea	$300.69
	1.3.7	Moisture Density Relationship (TEX-114-E, Part I) Compaction Test	Per ea	$300.69
	1.3.8	Moisture Density Relationship (TEX-114-E, Part II) Compaction Test	Per ea	$336.78
1.4	**Laboratory Testing of Soils**			
	1.4.1	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	Per ea	$85.29
	1.4.2	Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	$72.17
	1.4.3	CBR of Laboratory-Compacted Soils (ASTM D1883)	Per ea	$541.25
		1.4.3.1 Each Additional Point	Per ea	$180.42
	1.4.4	Depth Check (Tex-140-E)	Per ea	$21.87
	1.4.5	Dry Unit Weight Test of Soils	Per ea	$41.55
	1.4.6	Field Gradation of Lime Soil (1.75, 0.75, No 4 Sieve) (in addition to hourly charge)	Per point	$24.06
	1.4.7	Hydrometer Analysis (ASTM D422), (mechanical sieve analysis is not included)	Per ea	$126.84
	1.4.8	Lime Series Curve (ASTM D 4318)	Per point	$111.53
	1.4.9	Natural Moisture Content	Per ea	$24.60
	1.4.10	Organic Content of Soils (Tex-148-E)	Per ea	$202.29
	1.4.11	Percent Passing No. 200 Sieve (TEX-111-E)	Per ea	$55.77
	1.4.12	PVR (Tex-124-E), testing is not included	Per ea	$124.65
	1.4.13	Resistivity of Soils (TEX-129-E)	Per ea	$119.18
	1.4.14	Sample Preparation (TEX-101-E)	Per ea	$82.01
	1.4.15	Sample Remolding	Per hr	$65.61
	1.4.16	Sieve Analysis (TEX-110-E)	Per ea	$85.29
	1.4.17	Shrinkage (Volumetric) (ASTM D427, ASTM D4943)	Per ea	$88.57
	1.4.18	Soil Cement or Lime Compression Test (TEX-120-E, TEX-121-E)	Per ea	$89.66
	1.4.19	Soil pH (Tex-128-E)	Per ea	$71.07
	1.4.20	Soil Specific Gravity (TEX-108-E)	Per ea	$80.91
	1.4.21	Stabilization Ability of Lime by Soil PH (TEX-121-E Part III) up to 6 points	Per ea	$303.98
	1.4.22	Sulfate Content (Tex-145-E)	Per ea	$114.81
	1.4.23	Texture Depth by Sand Patch (Tex-436-A)	Per ea	$71.07
	1.4.24	Unconfined Compression Test - Cohesive Soils (ASTM D2166)	Per ea	$63.42
	1.4.25	Unconfined Compression Test - Rock (ASTM D2938)	Per ea	$88.57
1.5	**Texas Triaxial Compression Test on Base Material TEX-117E, Part II, including the following:**			
	1.5.1	Molding, Curing, and Testing 9 Specimens	Per ea	$1,525.34
	1.5.2	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	Per ea	$85.29
	1.5.3	Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	$72.17
	1.5.4	Percent Passing No. 200 Sieve (TEX-111-E)	Per ea	$55.77

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
	1.5.5	Sample Preparation (TEX-101-E)	Per ea	$82.01
	1.5.6	Sieve Analysis (TEX-110-E)	Per ea	$85.29
	1.5.7	Wet Ball Mill (TEX-116-E)	Per ea	$264.61
1.6	Report of Soil Test Results (includes clerical, engineering review/seal, etc.)		Per ea	$90.76
2. Testing of Concrete and Aggregates				
2.1	**Concrete Cylinder**			
	2.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$65.61
	2.1.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$65.61
	2.1.3	Cylinder Charge (per each)	Per ea	$31.71
2.2	**Concrete Coring**			
	2.2.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$65.61
	2.2.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$65.61
	2.2.3	Concrete Coring Equipment Charge	Per hr	$45.92
	2.2.4	Core Bit Surcharge (in addition to base equipment charge)		
		2.2.4.1 - 3-inch diameter core	Per inch	$5.47
		2.2.4.2 - 4-inch diameter core	Per inch	$7.11
		2.2.4.3 - 6-inch diameter core	Per inch	$9.35
	2.2.5	Concrete Core Strength Testing, Includes Core Curing and Preparation	Per ea	$78.73
2.3	**Laboratory Testing of Concrete and Aggregates**			
	2.3.1	Abrasion Test (TEX-410-A)	Per ea	$289.76
	2.3.2	Absorption of Aggregate	Per ea	$43.74
	2.3.3	Aggregate Gradation Analysis (TEX-200-F)	Per ea	$85.29
	2.3.4	Beam Flexural Strength (TEX 448-A)	Per ea	$47.02
	2.3.5	Coarse Aggregate Angularity	Per ea	$89.66
	2.3.6	Crushed Face Count (TEX-460-A)	Per ea	$90.76
	2.3.7	Decantation (Tex-406-E)	Per ea	$40.46
	2.3.8	Deleterious Materials (Clay Lumps/Friable Part I) Mineral Aggregate (Tex-413-A)	Per ea	$79.82
	2.3.9	Fine Aggregate Angularity	Per ea	$89.66
	2.3.10	Fineness Modulus of Fine Aggregate (Tex-402-A)	Per ea	$49.20
	2.3.11	Flat, Elongated Particles (ASTM D4791)	Per ea	$89.66
	2.3.12	Micro Deval Abrasion (TEX-461-A)	Per ea	$267.89
	2.3.13	Organic Impurities in Fine Aggregate (Tex-408-A)	Per ea	$61.23
	2.3.14	Pavement Thickness by Direct Measurement (Tex-423-A)	Per ea	$32.80
	2.3.15	Sand Equivalent (Clay Content) (Tex-203-F)	Per ea	$103.88
	2.3.16	Sieve Analysis of Fine and Coarse Aggregate (Tex-401-A)	Per ea	$85.29
	2.3.17	Soundness, Sodium, or Magnesium (ASTM C88, Tex-411-A)	Per ea	$426.44
	2.3.18	Specific Gravity of Aggregate	Per ea	$65.61
	2.3.19	Splitting Tensile Strength of Cylindrical Concrete Specimen (ASTM C496)	Per ea	$47.02
	2.3.20	Thickness of Concrete Cylinders or CTB Cores (ASTM C174)	Per ea	$21.87
	2.3.21	Unit Weight of Aggregate	Per ea	$43.74
	2.3.22	Unit weight of Concrete Specimens by Measurements	Per ea	$16.40
2.4	Report of Concrete Test Results (includes clerical, engineering review/seal, etc.)		Per ea	$90.76
3. Testing of HMAC and Liquid Asphalt				
3.1	**HMAC Field Testing and Sample Pick-up**			
	3.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$65.61
	3.1.2	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$65.61
	3.1.3	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$65.61
	3.1.4	Longitudinal Joint Density with Density Gauge (Tex-207-F, VII) (Plus Tech time)	Per ea	$85.29

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
	3.1.5	Mat Segregation with Density Gauge (Tex-207-F, Part V) (Plus Tech time)	Per ea	$85.29
	3.1.6	Pavement Thickness Determination (Tex-140-E)(Plus Tech time)	Per ea	$21.87
	3.1.7	Thermal Profile (Tex-244-F)(Plus Tech time)	Per ea	$191.35
3.2	**Laboratory Testing of HMAC**			
	3.2.1	Asphalt Content by Extraction (TEX-210-F, T164)	Per ea	$183.70
	3.2.2	Asphalt Content by Ignition Method (Tex-236-F)	Per ea	$196.82
	3.2.3	Boiling Stripping Test (TEX-530-C)	Per ea	$120.28
	3.2.4	Bulk Density of Compacted Specimens (TEX-207-F, Part I) (2 or 3 per set)	Per ea	$67.79
	3.2.5	Cantabro Loss (TEX-245-F) (Molding is not included)	Per ea	$122.46
	3.2.6	Extraction (Gradation & Asphalt Content) (Tex-200-F, Tex-210-F, D2172, T164)	Per ea	$159.64
	3.2.7	Gradation of Aggregate from Extraction or Ignition (TEX-200-F)	Per ea	$85.29
	3.2.8	Hamburg Wheel Tracker (TEX-242-F) (Includes Molding)	Per ea	$618.88
	3.2.9	Hamburg Wheel Tracker (TEX-242-F) (Molded by Client)	Per ea	$431.91
	3.2.10	Hveem Stability (TEX-208-F) (3 per set)	Per ea	$67.79
	3.2.11	Indirect Tensile Strength (TEX-226-F) (Molding is not included)	Per ea	$79.82
	3.2.12	Maximum Theoretical Specific Gravity, Rice Method (Tex 227-F)		
		3.2.12.1 - Bag Sample	Per ea	$61.23
		3.2.12.2 - Core Sample	Per ea	$72.17
	3.2.13	Sand Equivalent (Clay Content) (Tex-203-F)	Per ea	$103.88
	3.2.14	Specific Gravity, Bulk Core	Per ea	$29.52
	3.2.15	Specific Gravity, Bulk Core (Vacuum Method)	Per ea	$67.79
	3.2.16	Specimen Molding, Bulk Density, and Stability (3 per set) (Tex-206-F, 207-F, 208-F)	Per ea	$203.38
	3.2.17	Specimen Molding by SGC (TEX-241-F) (2 per set)	Per ea	$92.94
	3.2.18	Specimen Molding by TGC (TEX-206-F) (3 per set)	Per ea	$67.79
	3.2.19	Thickness of HMAC cores by Direct Measurement	Per ea	$14.21
3.3	**HMAC Coring**			
	3.3.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$65.61
	3.3.2	Field Tech time (on-site only, 2-hour minimum)	Per hr	$65.61
	3.3.3	Core, per inch thickness		
		3.3.3.1 - 0"–6" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$107.16
		3.3.3.2 - > 6"–10" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$118.64
		3.3.3.3 - > 10"–14" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$153.08
		3.3.3.4 - >14" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$153.08
		3.3.3.5 - Per inch beyond 14" depth @ 6"Ø (includes patching and sample prep.)	Per inch	$6.56
3.4	**Laboratory Testing of Liquid Asphalt and Emulsions**			
	3.4.1	Abson Recovery (Extraction using Solvent is not Included)	Per ea	$262.42
	3.4.2	Breaking Index (Asphalt Emulsions)	Per ea	$102.78
	3.4.3	Cement Mix	Per ea	$77.63
	3.4.4	Demulsibility (Anionic or Cationic Emulsions)	Per ea	$77.63
	3.4.5	Density of Emulsified Asphalt	Per ea	$77.63
	3.4.6	Ductility of Bituminous Materials	Per ea	$110.44
	3.4.7	Elastic Recovery Test	Per ea	$89.66
	3.4.8	Float Test For Bituminous Materials	Per ea	$89.66
	3.4.9	Kinematic Viscosity of Cut-Back Asphalt	Per ea	$110.44
	3.4.10	Penetration of Bituminous Materials	Per ea	$68.89
	3.4.11	Residue by Distillation (Cutback or Emulsified Asphalts)	Per ea	$161.83
	3.4.12	Residue by Evaporation	Per ea	$161.83
	3.4.13	Saybolt Viscosity of Emulsified Asphalt at 25°C (77°F)	Per ea	$68.89
	3.4.14	Saybolt Viscosity of Emulsified Asphalt at 50°C (122°F)	Per ea	$68.89
	3.4.15	Sieve Test of Emulsified Asphalt	Per ea	$48.11
	3.4.16	Softening Point of Bitumen (Ring-and-Ball)	Per ea	$110.44

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
	3.4.17	Storage Stability (24 Hrs)	Per ea	$120.28
	3.4.18	Specific Gravity of Emulsified Asphalt	Per ea	$74.35
3.5	Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.)		Per ea	$90.76
4. Field Testing Equipment				
4.1	**Vehicle**			
	4.1.1	Within City of Austin ETJ, within 50 miles (one-way) from REL	Per trip	$62.33
4.2	**Falling Heavy Weight Deflectometer (FWD) Testing**			
	4.2.1	FWD Field Data Collection (Equipment and Operator)(8 hr/day maximum)	Per day	$2,700.00
	4.2.2	FWD Equipment (Mobilization/Demobilization)	Per ea	$225.00
	4.2.3	FWD Operator (Mobilization/Demobilization)	Per hr	$94.04
4.3	**High Speed Inertial Profiler (IRI) Testing**			
	4.3.1	IRI Field Data Collection (Equipment Only)(8 hr/day maximum)	Per day	$400.00
	4.3.2	IRI Equipment (Mobilization/Demobilization) (within 50 miles from REL)	Per trip	$62.33
	4.3.3	IRI Operator (Portal-to-Portal from REL)(4 hr minimum)	Per hr	$82.01
5. Engineering Consultation				
5.1	Principal		Per hr	$252.58
5.2	Project Manager/Professional Engineer		Per hr	$161.83
5.3	Project Engineer		Per hr	$125.75
5.4	Graduate Engineer		Per hr	$94.04
5.5	Senior Engineering Technician		Per hr	$82.01
5.6	Engineering Technician (Asphalt, Concrete, Soils, etc.)		Per hr	$65.61
5.7	Clerical		Per hr	$52.48

NOTES:

1. Minimum call-out charge for technician and equipment is 2 hours. Charges are accrued portal to portal.
2. The density test unit rate is based on a minimum of 3 tests per trip.
3. Transportation charges are applicable for all field testing assignments including sample pick up. But, if the technician is already at the job site, there is no sample pick up charges.
4. Subconsultants' fees shall be approved previous to work beginning.
5. Trip charge refers to the labor for the Engineering Technician to drive to site. This is charged hourly. Vehicle charges refer to cost of vehicle associated with the trip.

Commissioners Court - Regular Session **41.**

Meeting Date: 02/01/2022

Sam Bass Road- Relocation Claims for RV Storage

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 13 claims for moving expenses related to the right of way acquisition on Sam Bass Road--Parcel 13. Funding Source: Road Bonds P462
Unit B14- Schnoor
Unit D23- Valles
Unit P66- Garcia
Unit P13- Grace
Unit C01- Spies
Unit- D13- Kam
Unit 109- Kana
Unit A14- Didier
Unit E33- Collier
Unit B08- Mier
Unit 067- Makela
Unit 082- Garcia
Unit E25- Wheeler

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Unit B14
Unit D23
Unit 066
Unit O13
Unit C01
Unit D13
Unit 109
Unit A14
Unit E33
Unit B08
Unit O67
Unit O82
Unit E25

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/27/2022 10:50 AM
Form Started By: Charlie Crossfield		Started On: 01/27/2022 10:34 AM

Final Approval Date: 01/27/2022

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Dan Schnoor	Parcel No: 13	County: Williamson Project: Corridor H/Sam Bass Rd
☒ Individual Storage **Unit #B14**		

2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]	3. Address Moved To: Aron's Boat + RV Storage 500 Co. Rd 117 Round Rock TX 78665
4. Occupancy of Property Acquired by Williamson County: From (Date): 2018 To (Date of Move): 12-26-21 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 10 Miles 7. Mover's Name and Address: **Self-Move based off approved fee schedule** **BOAT**

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
Moving Expenses	$300.00
Total Amount	**$300.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

12-26-21 _____
Signature Claimant

Date of Claim:

_____
Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 300.00 1-18-2022
Date

_____
Relocation Agent

_____
Date

_____
Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Dan Schnoor
Tenant Personal Property Relocation Estimate			Unit Number B14
			Comments:
Type of Property		Buehler	
		cost per each	
			[redacted]1
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	[redacted]m
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Dan Schnoor

Unit/Space #: B-14

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

_____ Date: 1-14-22
Signature

_____ Date:
Signature

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

_____ Date:
Claimant

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # B14

Name Dan Schnoor

Phone [redacted]1

[redacted]il [redacted]m

Date	Comments
11-3-2021	Daniel Schnoor called and was asking about moving his boat. I explained the project and his relocation entitlements he said he would be out by November 30 I told him to call me when he is moved, and I would forward him claim forms.
12-29-21	Daniel Schnoor called and said that he had moved his boat from Sam Bass Storage. I said I would prepare and send him the required documents for his signature. I sent required documents.
01-05-2022 01-18-2022 01-24-2022	Verified Move Mr. Schnoor returned the signed claim documents Prepared claim package and sent to Sheets and Crossfield for approval and payment

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) **Wayne Valles**	Parcel No: 13	County: Williamson Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #D23**

2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]3	3. Address Moved To: **20900 FM 1431** **Lago Vista, Texas** **78645**
4. Occupancy of Property Acquired by Williamson County: From (Date): **July 2017** To (Date of Move): **Jan 2022** ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: **32** Miles 7. Mover's Name and Address: **SAS Towing and Recovery Inc** **PO Box 713** **Liberty Hill, Texas 78642** **512-943-2778**

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
Moving Expenses	$597.71
Total Amount	**$597.71**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Wayne Valles
Signature Claimant

Date of Claim: **January 10, 2022**

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 597.71

1-18-2022
Date

Relocation Agent

Date

Williamson County Judge

SAS Towing and Recovery INC
Po Box 713, Liberty Hill TX 78642
Phone: (512) 943-2778

Receipt
Invoice #22-01008

Printed 1/7/2022

Call #	1008	**Authorized by**	Cash/Private Retail Customer
Tow Reason	Tow	**Tow From**	4700 Sam Bass Rd, Round Rock, TX 78681, USA
Driver	Johnny Green	**Tow To**	20900 Ranch Rd 1431, Lago Vista, TX 78645, USA
Driver TDLR#	52092		
Truck	UNIT 16 - THE DUKE		
Truck TDLR#	TDLR00065730960003IM		
Date/Time Requested	1/7/2022 @ 3:35 PM		
Date/Time Completed	1/7/2022 @ 5:30 PM		

Year	Make	Model	Color	VIN	Plate	Odometer
1987	International	1853	Blue	1HVLPUXL6HH487468	-	-

Charge Description	Quantity	Price	Line Total
CT_TOW, WINCH, OR WAIT- HRLY	3	$175.00	$525.00
Fuel Surcharge	1	$52.50	$52.50
Misc. CC Convenience Fee	1	$20.21	$20.21
		Grand Total	**$597.71**
		Amount Due:	**$0.00**

MasterCard payment (Ref # 1585) of $597.71 applied on 1/7/2022

SAS Towing and Recovery INC appreciates your business; if you have any questions regarding this invoice, please contact us at 512-943-2778

Signature: _____

View photos for this tow online at http://app.towbook.com/PublicAccess/Invoice2.aspx?id=110824743&sc=1f383f5d29

You may direct all complaints to Texas Department of Licensing & Regulation at P.O. Box 12157, Austin TX 78711 or call 800-803-9202 or through the website http://www.tdlr.texas.gov or email to intake@tdlr.texas.gov.

Verified Paid

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: **Wayne Valles**

Unit/Space #: **D 23**

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Wayne Valles

Signature Date: **January 10, 2022**

Signature Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # D23

Name Wayne B. Valles

Phone [redacted]3

[redacted]il [redacted]m

Date	Comments
11-2-2021	Wayne Valles called in response to our email of 10-30-21 and was asking about moving his RV. I explained the project and his relocation entitlements he said he would be out by November 30. He said that he was on an oil rig in South Africa and would have the bus moved. He said that it did not run, and he would have someone tow it. He may have the move completed as a actual cost move.
	I told him that if he needed to do a actual cost move that he would need to get me 2 estimates and that I would need to have that move approved. He said that he would let me know.
01-07-2022 01-07-2022	I spoke with Mr. Valles he said that he would try and have the motor home moved this weekend. He may do as an actual cost move. Wayne Valles called and said that he had moved the bus from Sam Bass Storage.
	Because the bus did not run, he had to hire a tow company to move to the new location. The cost of this was more than the fixed move so Mr. Valles elected to have the bus and him be reimbursed base off the actual costs. I received a paid invoice from the tow company and based on the size of the bus being moved and the need for a large tow truck to move the costs appears to be reasonable.
01-10-2022 01-10-2022 01-11-2022	I prepared the claim forms and sent to Mr. Valles for his signature. Mr. Valles returned signed claim forms. Verified move
01-21-2022	Claim package sent to Sheets and Crossfield for approval and payment

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)	Parcel No: 13	County: Williamson
Jesus Garcia Garcia III		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #066**

2. Address of Property Acquired by Williamson County:	3. Address Moved To:
4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]9	Indigo Ridge 4300 E Whitestone Blvd Cedar Park, TX 78613

4. Occupancy of Property Acquired by Williamson County:		5. Distance Moved: 1.2 Miles
From (Date): 8/3/2016	To (Date of Move): 8/23/2021	7. Mover's Name and Address:
☐ Owner/Occupant	☒ Tenant	**Self-Move based off approved fee schedule** **COVERED TRAILER**

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
Moving Expenses	$250.00
Total Amount	**$250.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Jesus Garcia Garcia III
Signature Claimant

Date of Claim: 01/19/2022

Jesus Garcia Garcia III
Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 250.00

1-21-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Jesse Garcia
Tenant Personal Property Relocation Estimate			Unit Number 082
			Comments:
Type of Property		Buehler	
		cost per each	
			[redacted]9
Passenger Vehicles		$250.00	[redacted]0
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	[redacted]m
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Jesus "Jesse" Garcia III

Unit/Space #: 66

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Signature

Date: 8/1/2021

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 066

Name Jesse Garcia

Phone [redacted]9 [redacted]4

[redacted]il [redacted]m

Date	Comments
01-07-2022 01-17-2022	Called left message. Spoke with Mr. Garcia he said that the trailer had been moved. Verified move
01-17-2022 01-20-2022 01-24-2022	Prepared claim documents and sent to displacee for signature. Mr. Garcia returned signed claim documents. Prepared claim package and sent to Sheets and Crossfield for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Michael B. Grace	Parcel No: 13	County: Williamson
		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #013**

2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]2	3. Address Moved To: 4815 Doss Road Austin, Texas 78734
4. Occupancy of Property Acquired by Williamson County: From (Date): **04/06/2014** To (Date of Move): **01/13/2022** ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: **21.1** Miles 7. Mover's Name and Address: Cedar Park Wrecker PO Box 713 Liberty Hill, Texas 78642 512-267-5100 **TYPE PERSONAL PROPERTY CAR**

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
Moving Expenses	$250.99
Total Amount	**$250.99**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

01/18/2022 Michael B. Grace
Signature Claimant

Date of Claim:

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 250.99 1-19-2022
Date

Relocation Agent

Date

Williamson County Judge

Cedar Park Wrecker
PO BOX 713, Liberty Hill TX 78642
Phone: (512) 267-5100 | Fax: (512) 975-2002

Receipt
#30640

Credit Card

Invoice #	30640
Call #	30640
Tow Reason	Tow
Driver	Brandon Howard
Truck	2018 Freightliner Unit# 6
Truck Plate #	T7466J
Truck TDLR#	TDLR0005963982020IM
Date/Time Requested	1/13/2022 @ 1:43 PM
Date/Time Dispatched	1/13/2022 @ 2:09 PM
Date/Time Enroute:	1/13/2022 @ 2:23 PM
Date/Time Arrival:	1/13/2022 @ 2:38 PM
Date/Time Departure	1/13/2022 @ 2:58 PM
Date/Time Completed	1/13/2022 @ 3:55 PM
Contact	Bryan (512) 363-6372,
Notes	NO KEY DOES KNOW ABOUT THE NO KEY FEE QUOTES 214.76 + 35.00 = 249.76 CALL WHEN YOU HEAD THAT WAY REQUESTING BRANDON GATE CODE 13204

Authorized by	Credit Card
Tow From	4700 Sam Bass Rd, Round Rock, TX 78681, USA (4700 Sam Bass Road)
Tow To	4815 Doss Rd, Austin, TX 78734, USA (4815 Doss Road)

Year	Make	Model	Color	VIN	Plate	Odometer
1990	Toyota	Supra	White	JT2MA70M8L0143379	663CXP TX	-

Charge Description	Quantity	Price	Line Total
Tow/Hook Fee	1	$207.50	$207.50
No Key	1	$35.00	$35.00
Credit Card Processing Fee	1	$8.49	$8.49
		Grand Total	**$250.99**
		Amount Due:	**$0.00**

MasterCard payment (Ref # rVOp) of $250.99 applied on 1/13/2022

Verified Paid
Doss Jackson
Round Rock TX

I have been advised that my vehicle may be damaged if winched, towed, unlocked or left on unattended premises. I recognize the difficulty involved and I agree not to hold Cedar Park Wrecker and it's staff responsible for such damage should it result. I acknowledge that by signing this document this will be considered and billed as a consent tow. I acknowledge that all personal items are in the vehicle and no items are missing from vehicle.

Signature: _____

View photos for this tow online at http://app.towbook.com/PublicAccess/Invoice2.aspx?id=111331465&sc=8be85cd68c

TDLR# 005963982C **VSF#** 0596469VSF

You may direct all complaints to Texas Department of Licensing & Regulation at P.O. Box 12157, Austin TX 78711 or call 800-803-9202 or through the website http://www.tdlr.texas.gov or email to intake@tdlr.texas.gov.

Created with Towbook Management Software | www.towbook.com

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: **Michael B. Grace**

Unit/Space #: **13**

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Michael B. Grace
Signature

Date: **01/18/2022**

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 013

Name Bryan Grace

Phone [redacted]2

[redacted]il [redacted]m

[redacted]e	Comments
10-22-2021 10-29-2021	Received email from Bryan Grace asking me to call to discuss his car at Sam Bass Storage. Called Bryan Grace and explained project and his relocation eligibility. He has a car that does not run so he is going to get estimate for towing.
   01-07-2022	I explained if the estimate was more than the fixed cost to let me know and we could look at an actual cost move. Called left message
01-07-2022 01-11-2022 01-13-2022	Sent email asking for call to discuss moving of his car. Bryan Grace called and said that he would have the car moved by the end of the week. I received an email from Mr. Grace that the car had been moved. He had a tow company move the car and he provided me the paid receipt. He will file a claim for the actual cost to move the car.
01-17-2022 01-17-2022 01-18-2022 01-21-2022	Verified Move Prepared claim documents and sent to tenant for signature. Mr. Grace returned signed claim forms. Prepared payment package and sent to Sheets and Crossfield for approval and payment.
	Alternate contacts Lloyd Dalton 512-755-5382 Bobby Grace 404-245-0773

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)	Parcel No: 13	County: Williamson
Stephen W. Spies		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #C01**

2. Address of Property Acquired by Williamson County:	3. Address Moved To:
4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]	private property

4. Occupancy of Property Acquired by Williamson County:	5. Distance Moved: 108 Miles
From (Date): 4-1-2019 To (Date of Move): 12-31-2021	7. Mover's Name and Address:
☐ Owner/Occupant ☒ Tenant	***Self-Move based off approved fee schedule*** **TRAVEL TRAILER**

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
Moving Expenses	$400.00
Total Amount	***$400.00***

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Stephen W. Spies
Signature Claimant

Date of Claim:
1/10/22
Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 400.00

1-21-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Stephen Spies
Tenant Personal Property Relocation Estimate			Unit Number C01
			Comments:
Type of Property		Buehler	
		cost per each	
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Stephen W. Spies

Unit/Space #: C1

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Stephen W. Spies
Signature

Date: 9-20-21

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # C01

Name Stephen Spies

Phone [redacted]4

[redacted]il [redacted]t

Date	Comments
9-1-21	Received a call from Stephen Spies asking about relocation benefits and to notify me he had moved. I explained the project and that he was eligible to receive $400 for the move of his Travel Trailer. I asked him to notify me once he had moved and I would send required forms for his signature, he said he would.
12-31-2021 01-03-2022	Received email from Stephen Spies that he had moved his travel trailer from Sam Bass storage I prepared claim forms and sent to Mr. Spies for signature.
01-05-2022 01-21-2022 01-24-2022	Move Verified Signed claim documents returned from Mr. Spies. Prepared claim package and sent to Sheets and Crossfield for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)	Parcel No: 13	County: Williamson
Elizabeth Kam		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #D13**

2. Address of Property Acquired by Williamson County:
4700 Sam Bass Road
Round Rock, Texas 78681

Claimant's Telephone No.: [redacted]0

3. Address Moved To:
5 Star Boat & RV
5201 Ranch to Market Rd 2243 Suite 115-434
Georgetown, TX 78628

4. Occupancy of Property Acquired by Williamson County:
From (Date): 2019-07-12 To (Date of Move): 2021-12-21
☐ Owner/Occupant ☒ Tenant

5. Distance Moved: 5 Miles

7. Mover's Name and Address:
Self-Move based off approved fee schedule
Motor Home

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
Moving Expenses	$400.00
Total Amount	**$400.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Signature Claimant

Date of Claim: 2021-12-21

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 400.

1-18-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Elizabeth Kam
Tenant Personal Property Relocation Estimate			Unit Number D13
			Comments:
Type of Property		Buehler	[redacted]0
		cost per each	[redacted]n
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Elizabeth Kam

Unit/Space #: D13

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Elizabeth Kam
Signature

Date: 10/29/2021

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # D13

Name Elizabeth Kam

Phone [redacted]0

[redacted]il [redacted]m

Date	Comments
10-29-2021	Received a call from Elizabeth Kam she was asking about project. I explained the project and her relocation eligibility. She is working to find a new place and she said she would be out by the end of November. She said she would let me know when she moved.
12-22-2021	Elizabeth Kam sent me an email statin that they had moved their motor home and what was needed to file a relocation claim. I prepared the required documents and emailed to her for her signature.
01-05-2022 01-08-2022 01-21-2022	Verified Move Signed documents returned from Ms. Kam Prepared claim package and sent to Sheets and Crossfield for approval and payment

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) William Kana	Parcel No: 13	County: Williamson
		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #109**

2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]40	3. Address Moved To: 155 Live Oak Dr Liberty Hill, TX 78642
4. Occupancy of Property Acquired by Williamson County: From (Date): 3-31-2021 To (Date of Move): 12-30-~~2021~~ 2021 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 15 Miles 7. Mover's Name and Address: **Self-Move based off approved fee schedule** **BOAT**

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
Moving Expenses	$300.00
Total Amount	**$300.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

William Kana
Signature Claimant

Date of Claim: 12-30-21

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 300.00 1-18-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Billy Kana
Tenant Personal Property Relocation Estimate			Unit Number 109
			Comments:
Type of Property		Buehler	
		cost per each	[redacted]0
Passenger Vehicles		$250.00	[redacted]m
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13 William "Billy" Kana

Tenant Name: Billy Kana

Unit/Space #: 109

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

WBK/Ca
Signature

8-16-21
Date:

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 109

Name Billy Kana

Phone [redacted]0

[redacted]il [redacted]n

[redacted]e	Comments
10-22-2021	Received call from Billy Kana stating that he had moved his boat from Sam Bass storage. I informed him about the project and his relocation entitlement for moving his boat. I let him know that I would prepare the required forms needed and send to him for signature.
12-30-2021 01-05-2022	Billy Kana called and said that he had moved his boat. I prepared the claim forms and sent to Mr. Kana for signature. Verified move
01-11-2022 01-21-2022	Mr. Kana returned signed claim documents Prepared claim package and sent to Sheets and Crossfield for approval and payment

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)	Parcel No: 13	County: Williamson
Matthew James Didior		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #A14**

2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 **Claimant's Telephone No.:** [redacted]	3. **Address Moved To:** 7401 Williams Dr Georgetown, TX 78633
4. Occupancy of Property Acquired by Williamson County: **From (Date):** 5-1-19 **To (Date of Move):** 1-3-22 ☐ Owner/Occupant ☒ Tenant	5. **Distance Moved:** Miles 21 miles 7. Mover's Name and Address: **Self-Move based off approved fee schedule** **BOAT**

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
Moving Expenses	$300.00
Total Amount	**$300.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Signature Claimant

Date of Claim: 1/4/22

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 300.00 1-7-2022

Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Matthew Didier
Tenant Personal Property Relocation Estimate			Unit Number A14
			Comments:
Type of Property		Buehler	
		cost per each	
			[redacted]6
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	[redacted]n
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Matthew J Didier

Unit/Space #: 14 A

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Signature

Date: 1/4/22

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # A14

Name Matthew Didier

Phone [redacted]6

[redacted]il [redacted]m

[redacted]e	Comments
10-29-2021	Sent Mr. Didier email 2nd notice asking for response to July letter.
12-31-2021	Received call from Matt Didier letting me know that he would have his boat moved from Sam Bass Storage early next week. I told him that would be good and for his to let me know when he moved, he said he would. I also explained the project and his relocation entitlement for moving his boat.
01-04-2022 01-04-2022	Received a call from Matt Didier letting me know that he has moved his boat. I prepared the needed claim forms and sent to Mr. Didier for his signature. Received signed claim documents back from Mr. Didier.
01-05-2022 01-21-2022	Verified move Prepared claim package and sent to Sheets and Crossfield for approval and payment

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)	Parcel No: 13	County: Williamson
Christian Collier		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #E33**

2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: (512)470-7127	3. Address Moved To: 3019 N IH 35 Round Rock, TX 78664
4. Occupancy of Property Acquired by Williamson County: From (Date): 2018 To (Date of Move): 12/2022 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 8 Miles 7. Mover's Name and Address: **Self-Move based off approved fee schedule** **BOAT**

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
Moving Expenses	$300.00
Total Amount	**$300.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Christian Collier
Signature Claimant

Date of Claim: 1/23/2022

Christian Collier
Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 300.00

1-24-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Chris Collier
Tenant Personal Property Relocation Estimate			Unit Number E33
			Comments:
Type of Property		Buehler	
		cost per each	
			[redacted]7
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	[redacted]n
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Christian Collier

Unit/Space #: E33

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Christian Collier
Signature

Date: 11/5/2021

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # E33

Name Chris Collier

Phone [redacted]7

[redacted]il [redacted]7[redacted]n

[redacted]e	Comments
11-05-2021	Received email from Chris Collier in response to our email of 10-29-21 requesting a response to our letter of July. Mr. Collier returned the Tenant Acknowledgement and CE and ask what his benefits were.
11-10-2021 12-24-2021	I sent reply email to Chris Collier explain project and what his relocation benefits are for moving his personal property boat. Received email from Chris Collier that her had moved his boat from Sam Bass Storage.
12-29-2021 01-05-2022 01-24-2022	I prepared the required claim documents and sent to Mr. Collier for his signature. Verified Move Received signed claim documents from Mr. Collier.
01-24-2022	Prepared claim package and sent to Sheets and Crossfield for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Martha Mier	Parcel No: 13	County: Williamson
		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #B08**

2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]	3. Address Moved To: AAA Storage 850 Stone St Corpus Christi 78418
4. Occupancy of Property Acquired by Williamson County: From (Date): – 2017 To (Date of Move): 12-2021 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 208 Miles 7. Mover's Name and Address: **Self-Move based off approved fee schedule** **BOAT**

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
Moving Expenses	$300.00
Total Amount	**$300.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Martha Mier
Signature Claimant

Date of Claim: 1.11.22

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 300.00

1-18-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Martha Mier
Tenant Personal Property Relocation Estimate			Unit Number B08
			Comments:
Type of Property		Buehler	
		cost per each	
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Martha Mier

Unit/Space #: B8

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Martha Mier
Signature

Date: 11.1.21

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A
Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Martha Mier 11.1.21

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance
Corridor H/Sam Bass Road
Parcel No. 13

UNIT # B8

Martha Mier
8323 Columbia Falls Drive
Round Rock, Texas 78681

Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL PROPERTY.

Payment options are as follows:

1. **Fixed Payment:**
   a. Assistance is determined upon evaluation of the type of personal property to be moved.
   b. Your relocation agent will advise you of eligible Fixed Payment moving costs.
2. **Actual and Reasonable Moving Costs and Related Expenses:**
   a. Estimated move costs must be approved before moving any personal property.
   b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # B08

Name Martha Mier

Phone [redacted]0

[redacted]il [redacted]n

Date	Comments
11-1-2021	Martha Mier called in response to our email of 10-30-21 and was asking about moving her boat. I explained the project and her relocation entitlements she said she would be out by November 30. she said that she was looking for a place to move I ask her to let me know when she moved, and I would forward her the needed forms.
12-27-2021 12-29-2021	I received an email from Ms. Mier that she had moved her boat from Sam Bass Storage. I prepared and sent required calm documents to Ms. Mier for signature.
01-05-2022 01-11-2022 01-21-2022	Verified Move Ms. Mier returned the signed claim forms. Prepared claim package and sent to Sheets and Crossfield for approval and payment

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s): ANDREW AND LUANN MAKELA	Parcel No: 13	County: Williamson
		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #067**

2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]	3. Address Moved To: 6901 SH 195 Florence TX 76527
4. Occupancy of Property Acquired by Williamson County: From (Date): MARCH OR APRIL 2020 To (Date of Move): 12-29-2021 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 30 Miles 7. Mover's Name and Address: **Self-Move based off approved fee schedule** **MOTOR HOME**

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
Moving Expenses	$500.00
Total Amount	**$500.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Luann Makela
Signature Claimant

Date of Claim:

12-29-2021
Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 500.00

1-18-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Luann Makela
Tenant Personal Property Relocation Estimate			Unit Number 067
			Comments:
Type of Property		Buehler	
		cost per each	
[redacted]s		[redacted]0	
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Andrew & Luann Makela

Unit/Space #: 67

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Luann Makela
Signature

Date: 1-9-2022

Andrew (deceased)
Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 067

Name Luann Makela

Phone [redacted]4

[redacted]il [redacted]m

Date	Comments
10-28-2021	Sent 2nd request for information by email asking for response from July letter informing about the project and possible relocation entitlement.
12-30-2021	Received call from Luann Makela stating that she had moved her motor home from Sam Bass storage. I informed her about the project and her relocation entitlement for moving her motor home. I let her know that I would prepare the required forms needed and send to her for signature.
12-30-2021 01-05-2022 01-11-2022	I prepared the claim forms and sent to Ms. Makela for signature. Verified Move Received signed claim forms back from Ms. Makela in the mail
01-21-2022	Prepared claim package and sent to Sheets and Crossfield for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Jesus Garcia Garcia III	Parcel No: 13	County: Williamson Project: Corridor H/Sam Bass Rd
☒ Individual Storage **Unit #082**		
2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]9	3. Address Moved To: 4019 Castle Creek Round Rock, TX 78681	
4. Occupancy of Property Acquired by Williamson County: From (Date): 8/22/2016 To (Date of Move): 8/23/2021 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 1.2 Miles 7. Mover's Name and Address: **Self-Move based off approved fee schedule** **VEHICLE**	

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
Moving Expenses	$250.00
Total Amount	**$250.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Jesus Garcia Garcia III
Signature Claimant

Date of Claim: 01/19/2022 Jesus Garcia Garcia III
Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 250.00 1-21-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Jesse Garcia
Tenant Personal Property Relocation Estimate			Unit Number 082
			Comments:
Type of Property		Buehler	
		cost per each	
			[redacted]9 [redacted]0
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	[redacted]m
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Jesus "Jesse" Garcia III

Unit/Space #: 82

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

X _____ Date: 8/1/2021
Signature

_____ Date:
Signature

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

_____ Date:
Claimant

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 082

Name Jesse Garcia

Phone [redacted]9 [redacted]4

[redacted]il [redacted]m

Date	Comments
01-07-2022 01-17-2022	Called left message. Spoke with Mr. Garcia he said that the truck had been moved. Verified move
01-17-2022 01-20-2022 01-24-2022	Prepared claim documents and sent to displacee for signature. Mr. Garcia returned signed claim documents. Prepared claim package and sent to Sheets and Crossfield for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)

Kurtis Wheeler

Parcel No: 13

County: Williamson

Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #E25**

2. Address of Property Acquired by Williamson County:
4700 Sam Bass Road
Round Rock, Texas 78681

Claimant's Telephone No.: [redacted]

3. Address Moved To:
2711 Sam Bass Road
Round Rock TX 78681

4. Occupancy of Property Acquired by Williamson County:
From (Date): 07/01/17 To (Date of Move): 12/30/21

☐ Owner/Occupant ☒ Tenant

5. Distance Moved: 3 Miles

7. Mover's Name and Address:

Self-Move based off approved fee schedule
TRAVEL TRAILER

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:

Moving Expenses	$400.00
Total Amount	**$400.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Kurt Wheeler
Signature Claimant

Date of Claim: 01/15/22 Kurt Wheeler
Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 400.00 1-18-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Kurtis Wheeler
Tenant Personal Property Relocation Estimate			Unit Number E25
			Comments:
Type of Property		Buehler	
		cost per each	[redacted]9
Passenger Vehicles		$250.00	[redacted]n
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Kurt Wheeler

Unit/Space #: E25

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Kurt Wheeler
_____ Date: 01/15/21
Signature

_____ Date:
Signature

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A
_____ Date:
Claimant

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # E25

Name Kurtis Wheeler

Phone [redacted]3

[redacted]il [redacted]m

Date	Comments
11-14-2021	Kurtis Wheeler called asking about moving of his personal property travel trailer. I explained the project and the relocation process and his relocation entitlement. I as hm to let me know when he moved and I would send him the required documents. He said he was looking for a place and would let me know when he had moved.
01-05-2022 01-10-2022	Kurtis Wheeler called and said that he had moved. I said that I would send him the required documents for his signature. Move Verified
01-10-2022 01-15-2022 01-21-2022	Prepared and sent claim forms to Mr. Wheeler for signature. Signed forms returned Prepared claim package and sent to Sheets and Crossfield for approval and payment.

Commissioners Court - Regular Session **42.**

Meeting Date: 02/01/2022

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 Laura Moscatelli for right of way needed on the Liberty Hill Bypass project (Parcel 1). Funding Source: Road Bonds P346

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Moscatelli contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/27/2022 10:51 AM
Form Started By: Charlie Crossfield		Started On: 01/27/2022 10:46 AM
Final Approval Date: 01/27/2022		

REAL ESTATE CONTRACT
Liberty Hill Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **LAURA MOSCATELLI** (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.046 acre (1,984 square foot) tract of land in the Henry Field Survey, Abstract No. 233, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**);

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 TWELVE THOUSAND FIVE HUNDRED and 00/100 Dollars ($12,500.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions and Additional Consideration

2.03. As Additional Consideration for the conveyance of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees that as part of its proposed Liberty Hill Bypass interim roadway project ("Project") it shall cause a replacement driveway between CR 279 and the remaining property of Seller to be constructed in the location and according to the design, plan and specifications as shown in Exhibit "B" attached hereto and incorporated herein. By execution of this Agreement, Seller grants permission to Purchaser, its contractors and agents to temporarily access the remaining property of Seller solely to the extent and only for the duration necessary for Purchaser to carry out the obligations of this paragraph.

Other than during specific periods of temporary reconstruction closure which shall be agreed to between Seller and Purchaser in advance, Seller shall at all times during construction of the Project maintain reasonable ingress and egress from CR 279 at the existing driveway location alignment for the current uses of the remaining Property of Seller.

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 March 15, 2022, 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 "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

Laura Moscatelli

Laura Moscatelli

Address: 1612 Carriage Hills Trail
Cedar Park, TX 78613

Date: Jan. 20, 2022

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 : 1 –Moscatelli
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.046 ACRE (1,984 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 1.00 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO LAURA MOSCATELLI RECORDED IN DOCUMENT NO. 2016095223 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.046 ACRE (1,984 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" found in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 70.14 feet left of Bagdad Road Baseline Station 334+32.37 (Grid Coordinates determined as N=10,211,484.12 E=3,056,562.31), being in the southerly boundary line of said 1.00 acre tract, same being in the northerly boundary line of that called 54.068 acre tract of land (Tract 2) described in Warranty Deed with Vendor's Lien to J. Patrick Harlow and wife, Lisa M. Harlow recorded in Document No. 1996039594 of the Official Records of Williamson County, Texas, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" found, being an angle point in said proposed westerly ROW bears S 70°41'19" W, at a distance of 51.35 feet;

1) **THENCE,** departing said 54.068 acre tract, with said proposed westerly ROW line, through the interior of said 1.00 acre tract, same being the westerly line of the herein described parcel, **N 34°19'56" W,** for a distance of **124.73** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 57.92 feet left of Bagdad Road Baseline Station 335+60.24, in the existing westerly ROW line of said County Road 279 (Bagdad Road) (variable width ROW), same being the easterly boundary line of said 1.00 acre tract, for the northerly corner of the herein described parcel, and from which, the calculated northeasterly corner of said 1.00 acre tract bears, with said existing westerly ROW line, same being said easterly boundary line, N 48°40'51" W, at a distance of 77.53 feet ;

THENCE, with said existing westerly ROW line, same being the easterly line of said 1.00 acre tract and of the herein described parcel, the following two (2) courses:

2) **S 48°40'51" E,** for a distance of **82.65** feet to a 1/2" iron rod found, for an angle point;

3) **S 42°42'33" E,** for a distance of **52.78** feet to the calculated southeasterly corner of said 1.00 acre tract, same being the northeasterly corner of said 54.068 acre tract, for the southeasterly corner of the herein described parcel;

4) **THENCE,** departing said existing westerly ROW line, with the southerly boundary line of said 1.00 acre tract, same being the northerly boundary line of said 54.068 acre tract, **S 70°41'19" W,** for a distance of **29.17** feet to the **POINT OF BEGINNING,** containing 0.046 acres (1,984 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

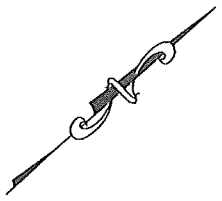
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

● ½" IRON ROD FOUND UNLESS NOTED	( ) RECORD INFORMATION
⊙ IRON ROD FOUND W/ALUMINUM CAP	LINE BREAK
◉ ½" IRON PIPE FOUND UNLESS NOTED	N DENOTES COMMON OWNERSHIP
▲ 60/D NAIL FOUND	P.O.B. POINT OF BEGINNING
△ CALCULATED POINT	N.T.S. NOT TO SCALE
○ ½" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
℄ PROPERTY LINE	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS



BECKY FAURIE
10.00 ACRES
VOL. 1453, PG. 908
O.R.W.C.T.

(N50°55'18"E 243.66')

HENRY FIELD SURVEY
ABSTRACT No. 233

NO.	DIRECTION	DISTANCE
L1	S70°41'19"W	51.35'
L2	S70°41'19"W	29.17'

(S71°06'02"W 100.69')

LAURA MOSCATELLI
1.00 ACRE
DOC. No. 2016095223
O.P.R.W.C.T.

STA. 335+60.24
57.92' LT

J. PATRICK HARLOW
& LISA M. HARLOW
(TRACT 2)
54.068 ACRES
DOC. No. 1996039594
O.R.W.C.T.

(S70°42'32"W 229.25')

"WILLIAMSON COUNTY"

PROPOSED R.O.W.

WATER METER

EXISTING R.O.W.

COUNTY ROAD 279
(BAGDAD ROAD)
(R.O.W. WIDTH VARIES)

BAGDAD ROAD BASELINE

GRAVEL DRIVE

N48°40'51"W 77.53'

N48°40'51"W 160.08'

ASPHALT ROAD

(1)
0.046 AC.
1,984 SQ. FT.

N34°19'56"W PROPOSED R.O.W. 124.73'

S48°40'51"E 82.65'
(S48°36'16"E)

S42°42'33"E 52.78'
(S43°10'58"E (52.85'))

L1

L2

P.O.B.
STA. 334+32.37
70.14' LT
GRID COORDINATES:
N=10,211,484.12
E=3,056,562.31

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.

PRELIMINARY
This document shall not be recorded for any purpose.

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

04/20/2021

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

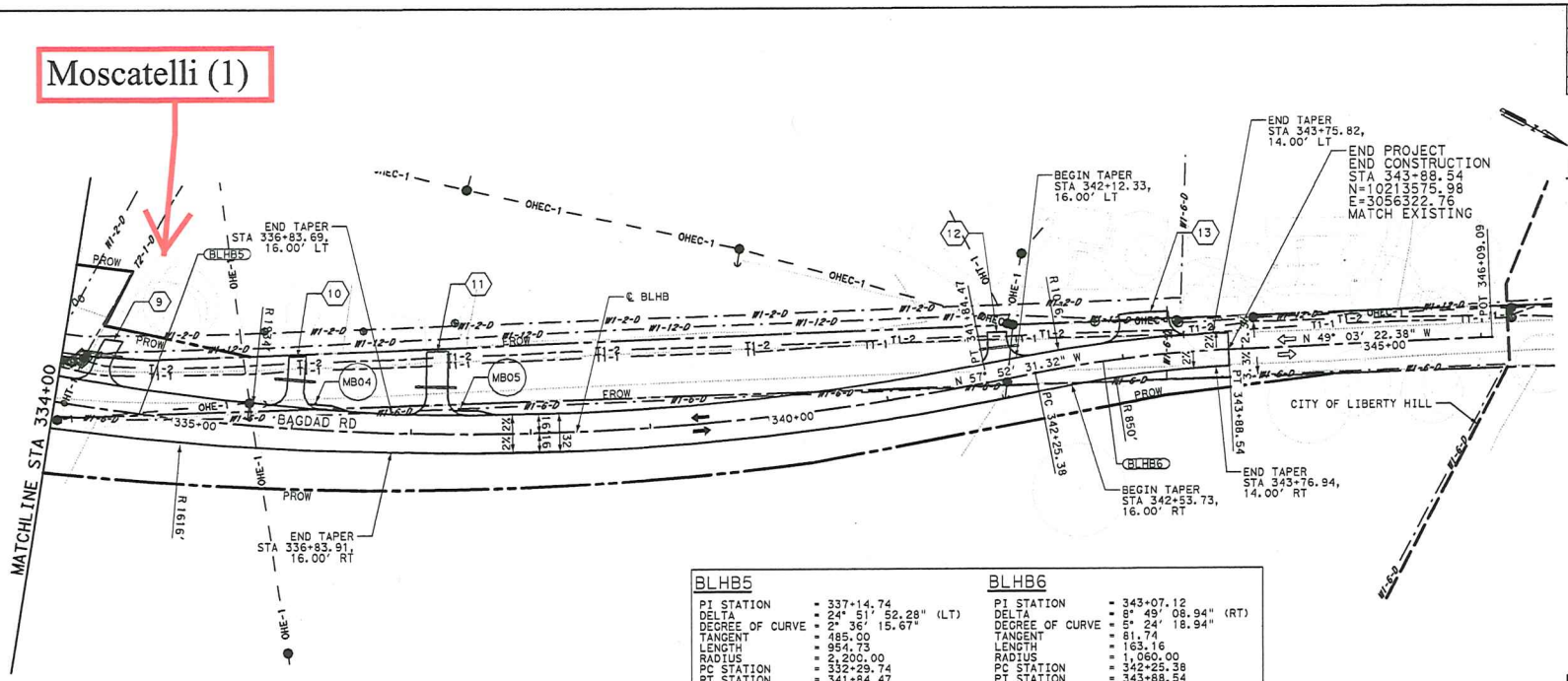
LAURA MOSCATELLI

SCALE	PROJECT	COUNTY
1" = 50'	BAGDAD ROAD	WILLIAMSON

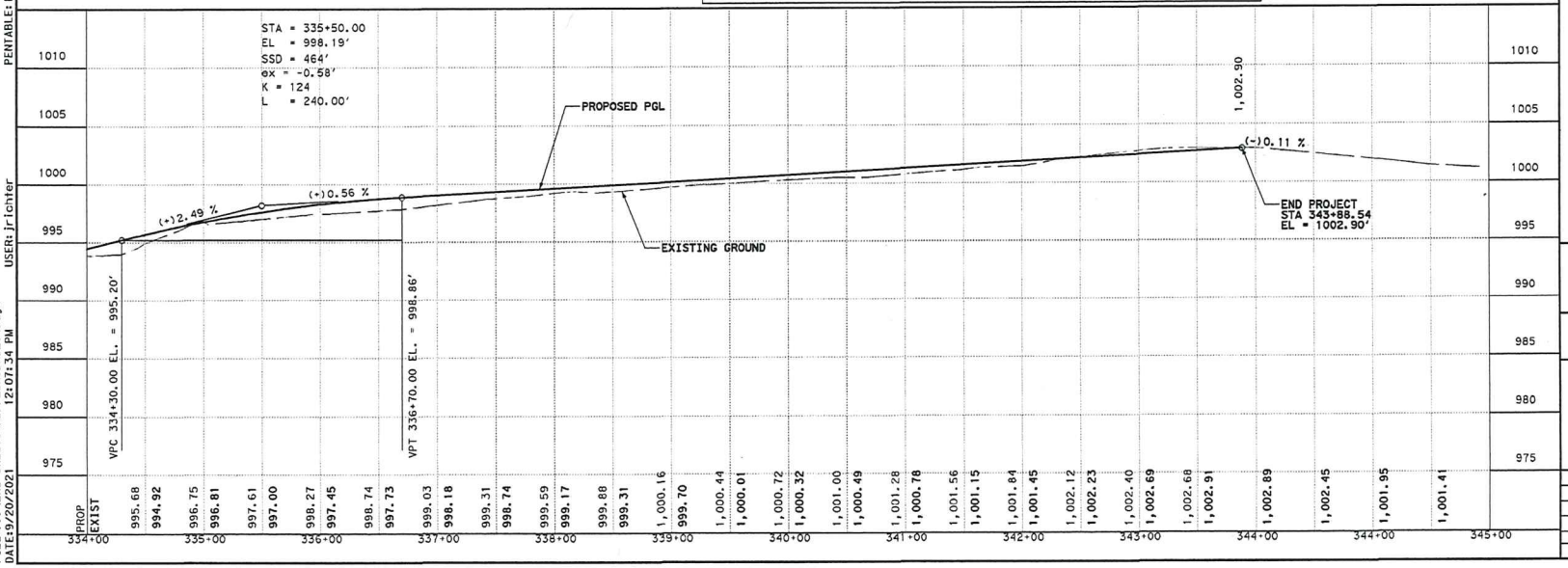
PARCEL 1
0.046 ACRES
1,984 Sq. Ft.

S:_BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\MOSCATELLI\PARCEL 1-MOSCATELLI-REV.dgn

Moscatelli (1)



BLHB5		BLHB6	
PI STATION	= 337+14.74	PI STATION	= 343+07.12
DELTA	= 24° 51' 52.28" (LT)	DELTA	= 8° 49' 08.94" (RT)
DEGREE OF CURVE	= 2° 36' 15.67"	DEGREE OF CURVE	= 5° 24' 18.94"
TANGENT	= 485.00	TANGENT	= 81.74
LENGTH	= 954.73	LENGTH	= 163.16
RADIUS	= 2,200.00	RADIUS	= 1,060.00
PC STATION	= 332+29.74	PC STATION	= 342+25.38
PT STATION	= 341+84.47	PT STATION	= 343+88.54



NO.	DATE	REVISION	APPROVED

HORZ 0' 25' 50' 100'
VERT 0' 5' 10'

LEGEND:

- (XX-X) CURVE ID LABEL
- EXISTING TRAFFIC
- PROPOSED TRAFFIC
- (#) DRIVEWAY ID LABEL
- (MBXX) MAILBOX TURNOUT ID LABEL

EXHIBIT "B"

STATE OF TEXAS
JOSHUA T. RICHTER
141234
LICENSED
PROFESSIONAL ENGINEER

9/20/2021

WILLIAMSON COUNTY

Binkley & Barfield, Inc.
Texas P-687
3421 Double Creek Dr. Ste 203
Round Rock, TX 78664
512.292.0006
BinkleyBarfield.com

BAGDAD ROAD
PLAN AND PROFILE
BAGDAD RD
STA 334+00 TO END

SHEET 4 OF 4

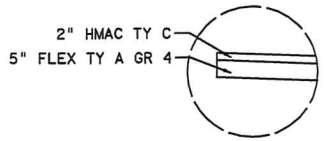
FED.RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
			CR 279
STATE	DIST.	COUNTY	SHEET NO.
TEXAS		WILLIAMSON	37
CONT.	SECT.	JOB	

100% Submittal
PLOTDRIVER: TxDOT_Waco_PDF_Gray.plt
PENTABLE: BLHB.tbl
USER: jrichter
FILE:...\BLHB SHEETS\ROPP_BAGDAD_04.dgn
DATE:9/20/2021 12:07:34 PM

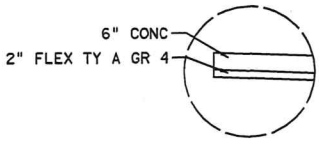
NO.	DATE	REVISION	APPROVED

DRIVEWAY DETAILS

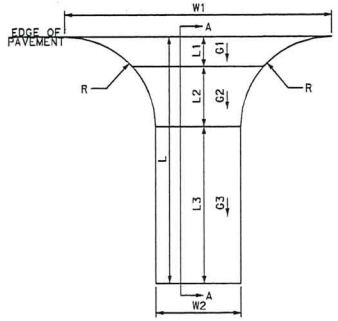
DRIVEWAY NUMBER	P&P SHEET NO.	STATION	PVMNT.	PROPOSED WIDTH @ ROADWAY (W1)	PROPOSED WIDTH @ DRIVEWAY END (W2)	DRIVEWAY AREA	PROPOSED RADIUS (LT & RT)	SKEW (DEGREES)	OVERALL LENGTH (L)	LENGTH (L1)	LENGTH (L2)	LENGTH (L3)	GRADE (G1)	GRADE (G2)	GRADE (G3)	C1		C2		TIE-IN ELEVATION
																ELEVATION	CURVE LENGTH	ELEVATION	CURVE LENGTH	
				(FT)	(FT)	(SF)	(FT)	(°)	(FT)	(FT)	(FT)	(FT)	(%)	(%)	(%)	(FT)	(FT)	(FT)	(FT)	(FT)
DW01	1 OF 4	303+56.19	ASPH.	44.06	14.78	261.00	15.00		11.72	6.98	4.74		1.00	-0.71						954.63
DW02	1 OF 4	306+49.18	ASPH.	44.71	14.00	547.00	15.00	80.30	31.67	31.67			-1.90							962.95
DW03	2 OF 4	311+09.00	ASPH.	44.92	14.23	1117.00	15.00	78.40	72.19	19.27	30.00	22.92	1.75	6.00	3.56	974.04	6.00			973.71
DW04	2 OF 4	311+17.81	ASPH.	44.00	14.00	920.00	15.00		58.82	8.00	46.82		-2.00	1.53						974.57
DW05	2 OF 4	314+76.79	ASPH.	44.00	14.74	1087.00	15.00		70.76	19.00	51.76		1.50	5.40						976.36
DW06	2 OF 4	316+69.94	CONC.	44.13	14.00	1298.03	15.00	85.60	110.52	24.07	69.52	16.93	-1.03	-10.00	-15.00					968.03
DW07	3 OF 4	332+43.79	ASPH.	43.76	14.03	741.00	15.00		46.15	10.00	36.15		1.75	4.78						990.66
DW08	3 OF 4	332+64.57	ASPH.	44.31	14.03	1238.54	15.00		81.45	45.00	36.45		-1.25	0.59						990.67
DW09	4 OF 4	334+34.28	ASPH.	44.53	14.75	641.24	15.00		38.54	9.45	29.09		-1.25	0.50						994.93
DW10	4 OF 4	336+01.02	ASPH.	44.32	14.08	702.00	15.00		43.15	14.16	14.00	14.98	1.50	3.35	-2.60			998.62	5.00	997.94
DW11	4 OF 4	337+21.15	ASPH.	47.09	18.02	1066.00	15.00		53.80	48.00	5.80		1.50	-3.94		999.56	5.00			998.84
DW12	4 OF 4	341+98.69	ASPH.	46.35	16.11	490.92	15.00		24.27	13.50	10.77		1.00	-1.08						1001.53
DW13	4 OF 4	343+22.12	ASPH.	70.00	41.00	992.42	15.00		21.98	10.27	11.71		-1.50	-4.36						1001.57



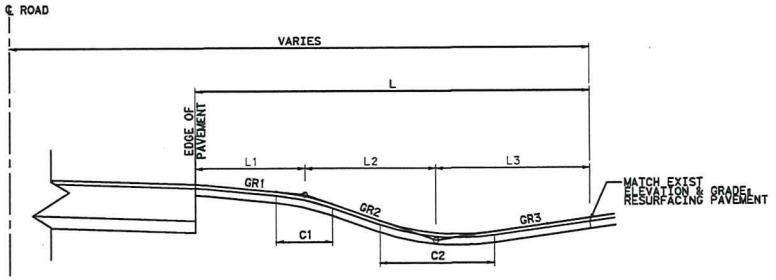
DRIVEWAY PVMT STRUCTURE-ASPHALT



DRIVEWAY PVMT STRUCTURE-CONC



DRIVEWAY N.T.S.



SECTION A-A

NOTE:

REFER TO DRAINAGE PLAN AND PROFILE SHEETS FOR DRIVEWAY CULVERT DETAILS.

STATE OF TEXAS
JOSHUA T. RICHTER
141234
LICENSED
PROFESSIONAL ENGINEER

9/20/2021

WILLIAMSON COUNTY

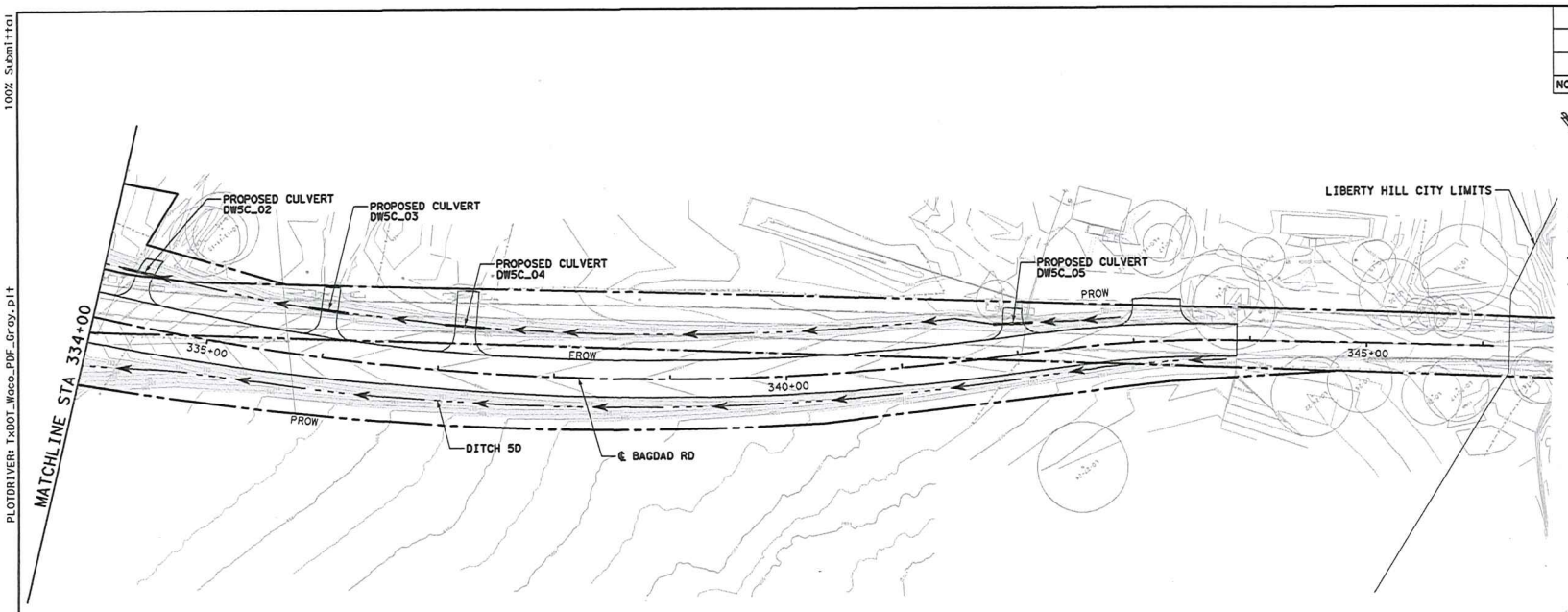
Binkley & Barfield consulting engineers

BAGDAD ROAD
DRIVEWAY DETAILS
BAGDAD RD

SCALE = N.T.S. SHEET 1 OF 1

FED.RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
			CR 279
STATE	DIST.	COUNTY	SHEET NO.
TEXAS		WILLIAMSON	40
CONT.	SECT.	JOB	

100% Submittal
PLOTDRIVER: TxDOT_Waco_PDF_Gray.plt
PENTABLE: BLHB.tbl
USER: jrichter
FILE: ...\RDDD_DRIVE_DET_01.dgn
DATE: 9/20/2021 12:01:47 PM

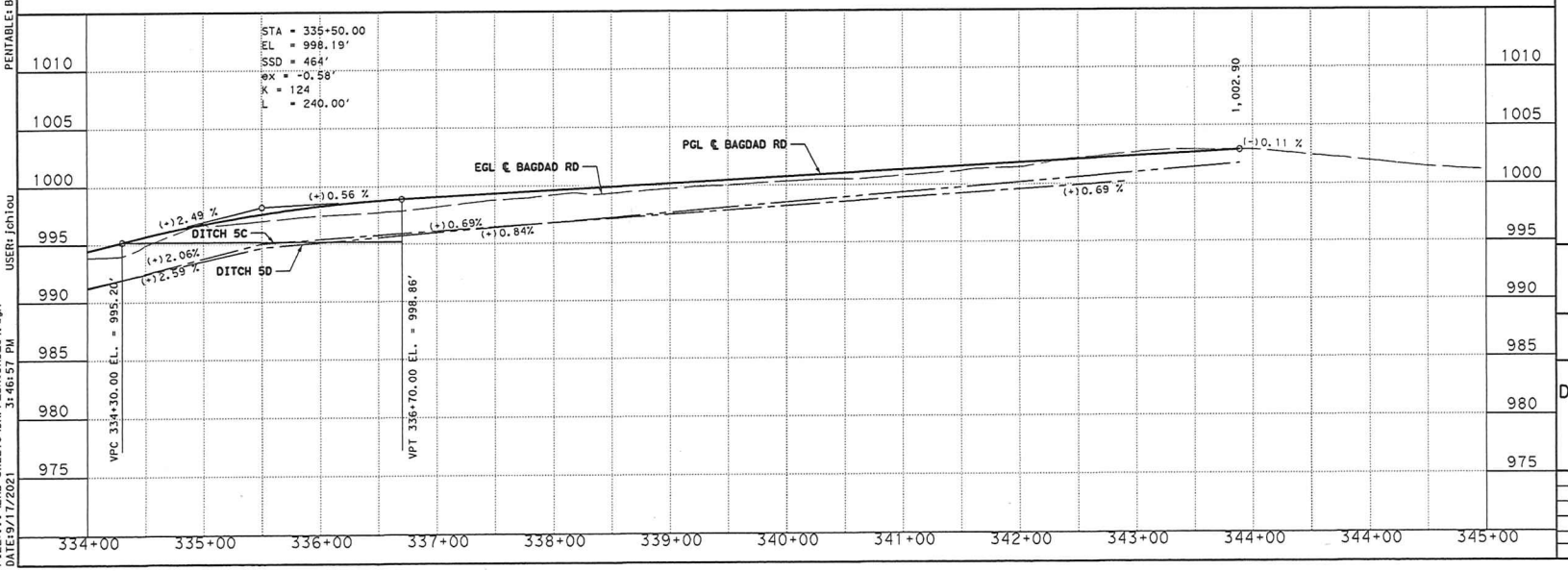


NO.	DATE	REVISION	APPROVED

HORZ 0' 25' 50' 100'
VERT 0' 5' 10'

LEGEND:
- EXIST ROW
- PROP ROW
- DITCH FLOWLINE

NOTES:
1. REFER TO THE DITCH DRAINAGE CALCULATIONS SHEET FOR PROPOSED DITCH GEOMETRICS.
2. REFER TO DRIVEWAY CULVERT SUMMARY FOR PROPOSED DRIVEWAY CULVERT INFORMATION.



STATE OF TEXAS
ELEANOR R. RIVERA
87879
LICENSED PROFESSIONAL ENGINEER

Eleanor R. Rivera

9/17/2021

WILLIAMSON COUNTY

Binkley & Barfield, Inc.
TxEng F-247
2401 Chisolm Crown Dr, Ste 201
Round Rock, TX 78664
512.212.0699
BinkleyBarfield.com

BAGDAD ROAD
DRAINAGE PLAN AND PROFILE
BAGDAD RD
STA 334+00 TO END

SHEET 4 OF 4

FED. RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
			CR 279
STATE	DIST.	COUNTY	SHEET NO.
TEXAS		WILLIAMSON	
CONT.	SECT.	JOB	59

100% Submittal
PLOTDRIVER: TxDOT_Waco_PDF_Gray.plt
PENTABLE: BLHB.tbl
USER: jchiou
FILE:...\LHB SHEETS\DRPP_BAGDAD_04.dgn
DATE: 9/17/2021 3:46:57 PM

EXHIBIT "C"

Parcel 1

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 LAURA MOSCATELLI, a single person, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.046 acre (1,964 square foot) tract of land in the Henry Field Survey, Abstract No. 233, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1**)

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/CR279.

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 _____, 2022.

[signature page follows]

GRANTOR:

_____
Laura Moscatelli

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by Laura Moscatelli, 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 **43.**

Meeting Date: 02/01/2022

CR 111 Jonah WL Agreements

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 3 letter agreements for a Jonah waterline easement needed on the CR 111/Westinghouse Rd. Project. Funding Source: Road Bonds P292
Parcel 27E- Martinez-Castillo
Parcel 28E- Sandoval
Parcel 32E- Knight/Volpe

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Castillo Agreement

Sandoval Agreement

Knight Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/27/2022 10:52 AM
Form Started By: Charlie Crossfield		Started On: 01/27/2022 10:47 AM
Final Approval Date: 01/27/2022		

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

January 20, 2022

Maria Isabel Martinez- Castillo
204 Trey Court
Hutto, Texas 78634

Re: Williamson County—Westinghouse Road/CR111
Jonah SUD waterline easement
Parcel No.: 27-E

Dear Ms. Martinez- Castillo:

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 1,469 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** 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:

María Isabel Martinez Castillo
Maria Isabel Martinez- Castillo

Date: 01-21-2022

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

Proj No. 22009
October 27, 2020

Parcel 27-E
1469 Sq Ft Easement
Lot 2, Block C, VALLEY VISTA
John McQueen Survey A-426
Williamson County, Texas

PARCEL 27 EASEMENT

DESCRIPTION OF A 1469 SQUARE FOOT TRACT OF LAND LOCATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT 426, WILLIAMSON COUNTY, TEXAS, BEING OUT OF LOT 2, BLOCK C, VALLEY VISTA, A MAP OF WHICH IS RECORDED IN CABINET P, SLIDE 18, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 2, BLOCK C, BEING CONVEYED TO MARIA ISABEL MARTINEZ-CASTILLO BY SPECIAL WARRANTY DEED OF RECORD IN DOCUMENT NO. 2018108780, OFFICIAL PUBLIC RECORDS, SAID 1469 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 "RPLS 5784" previously set on the north right-of-way line of County Road 111, right-of-way varies, no dedication found to date, same line being the south boundary line of Lot 2, Block C, said VALLEY VISTA, and for the west corner of that certain called 0.011 acre tract of land conveyed to Williamson County by Deed of record in Document No. 2017023017, said Official Public Records, for the southwest corner of the herein described tract;

THENCE, over and across said Lot 2, the following two (2) courses and distances:

1. **North 25°28'35" West**, a distance of **15.00 feet**, to a point for the northwest corner of the herein described tract;

2. with a non-tangent curve to the left an arc distance of 96.12 feet, having a radius of 1417.00 feet, a central angle of 003°53'12", and a **chord that bears North 62°34'49" East, a chord distance of 96.11 feet**, to a point in the east boundary line of said Lot 2, same being the west boundary line of Lot 3, said Block C, VALLEY VISTA, and for the northeast corner of the herein described tract;

THENCE, South 39°05'40" East, with said common line of said Lot 2 and Lot 3, a distance of **15.22 feet**, to a 1/2" iron rod with cap stamped "RPLS 5784" previously set for the northeast corner of said 0.011 acre tract of land, and for the southeast corner of the herein described tract;

MAE 10/27/2020

STEGER BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

Parcel 27-E
1469 Sq Ft Easement
Lot 2, Block C, VALLEY VISTA
John McQueen Survey A-426
Williamson County, Texas

THENCE, with a non-tangent curve to the right an arc distance of 99.71 feet, having a radius of 1432.00 feet, a central angle of 003°59'23", and a **chord that bears South 62°31'44" West**, with the north boundary line of said 0.0111 acre tract, **a chord distance of 99.69 feet**, to the **POINT OF BEGINNING**, and containing 1469 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.



Miguel A. Escobar, LSLS, RPLS 10/27/2020
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700

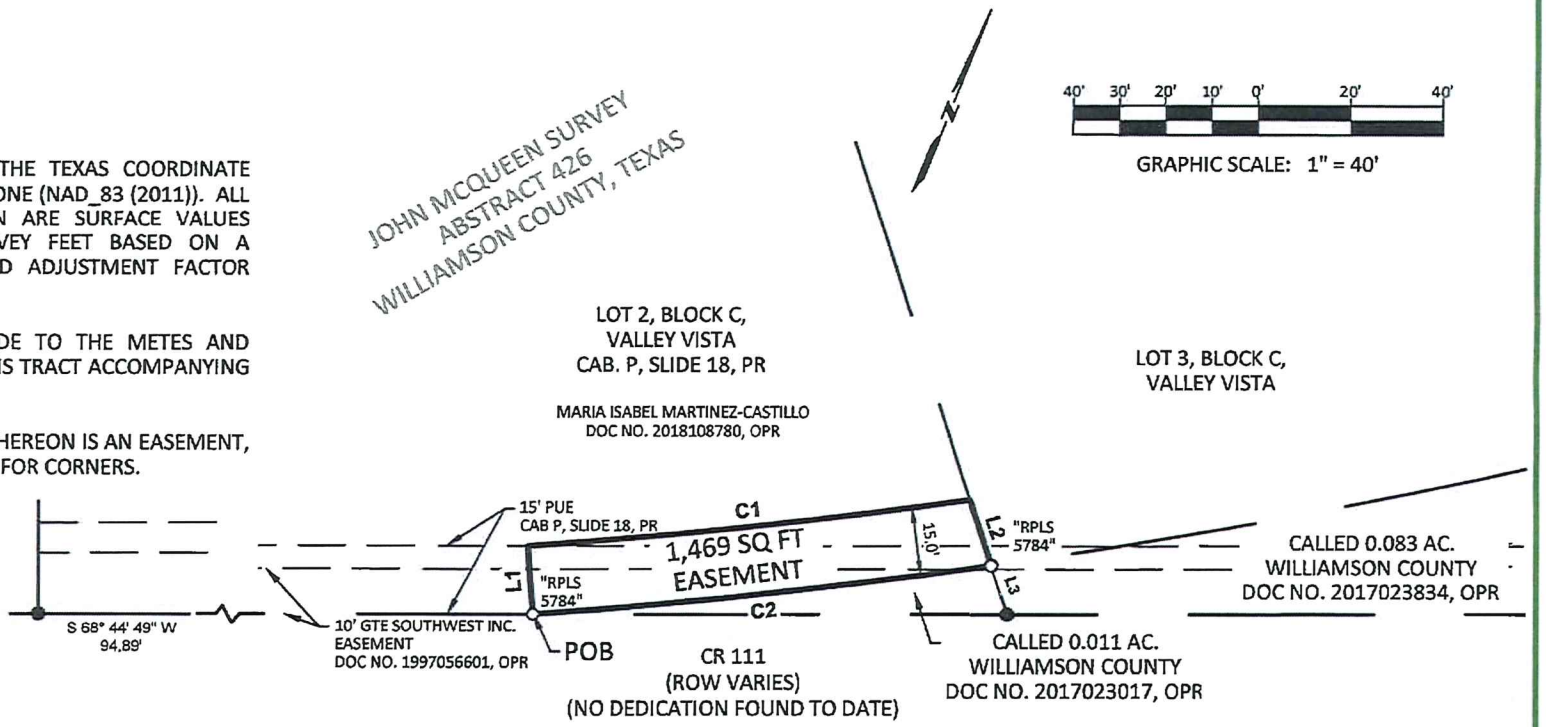
P:\22000-22999\22009 Wilco CR111 Route Study\Survey Data\Descriptions\DESCRIPTION OF ESMT PARCEL 27.docx

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 25°28'35" W	15.00'
L2	S 39°05'40" E	15.22'
L3	S 39°05'40" E	11.34'

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	96.12'	1417.00'	003°53'12"	N 62°34'49" E	96.11'
C2	99.71'	1432.00'	003°59'23"	S 62°31'44" W	99.69'

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 27-E
SKETCH TO ACCOMPANY DESCRIPTION OF A 1469 SQ FT EASEMENT OUT OF LOT 2, BLOCK C,VALLEY VISTA 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
>>ENGINEERS >>PLANNERS >>SURVEYORS

DATE 10-22-2020 JOB NO. 22009

P:\22000-22999\22009 Wilco CR111 Route Study\Survey Data\CAD\WSUD EASEMENTS\22009-ESMT-JWSUD-PARCEL 27.dwg

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

January 20, 2022

Lorena Sandoval
208 Trey Court
Hutto, Texas 78634

Re: Williamson County—Westinghouse Road/CR111
Jonah SUD waterline easement
Parcel No.: 28

Dear Ms. Sandoval:

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 2,666 SF, and in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **$1,500** 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:

Lorena Sandoval

Lorena Sandoval

Date: 1/22/2022

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

Parcel 28-E
2666 SQ FT Easement
Lot 3, Block c, VALLEY VISTA
John McQueen Survey A-426
Williamson County, Texas

PARCEL 28 EASEMENT

DESCRIPTION OF A 2666 SQUARE FOOT TRACT OF LAND LOCATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT 426, WILLIAMSON COUNTY, TEXAS, BEING OUT OF LOT 3, BLOCK C, VALLEY VISTA SUBDIVISION, A MAP OF WHICH IS RECORDED IN CABINET P, SLIDE 18, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 3, BLOCK C, BEING CONVEYED TO LORENA SANDOVAL BY DEED OF RECORD IN DOCUMENT NO. 2011059654, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2666 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 "RPLS 5784" previously set in the east boundary line of Lot 2, Block C, said VALLEY VISTA SUBDIVISION, same line being the west boundary line of Lot 3, Block C, said VALLEY VISTA SUBDIVISION, same being the northeast corner of that certain called 0.011 acre tract of land conveyed to Williamson County by Deed of record in Document No. 2017023017, said Official Public Records, same being the northwest corner of that certain called 0.083 acre tract of land conveyed to Williamson County by Deed of record in Document No. 2017023834, said Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract;

THENCE, North 39°05'40" West, with said common line of Lot 2 and Lot 3, a distance of **15.22 feet**, to a point for the northwest corner of the herein described tract;

THENCE, with a non-tangent curve to the left an arc distance of 180.07 feet, having a radius of 1417.00 feet, a central angle of 007°16'51", and a **chord that bears North 56°59'47" East**, over and across said Lot 3, **a chord distance of 179.95 feet**, to a point in the east line of said Lot 3, same line being the west right-of-way line of County Road 105 Spur, a variable width roadway, no dedication found to date, for the northeast corner of the herein described tract;

THENCE, South 21°50'00" East, with the common line of said Lot 3 and said County Road 105, Spur, a distance of **15.51 feet**, to a 1/2 inch iron rod with cap stamped "RPLS 5784"

10/27/2020

STEGER BIZZELL
1978 S. Austin Ave
Georgetown, TX 78626

Parcel 28-E
2666 SQ FT Easement
Lot 3, Block c, VALLEY VISTA
John McQueen Survey A-426
Williamson County, Texas

previously set for the northeast corner of said 0.083 acre tract, being the southeast corner of the herein described tract;

THENCE, with a non-tangent curve to the right an arc distance of 175.44 feet, having a radius of 1432.00 feet, a central angle of 007°01'10", and a **chord that bears South 57°01'27" West**, with the north boundary line of said 0.083 acre tract, **a chord distance of 175.33 feet**, to the **POINT OF BEGINNING**, and containing 2666 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.

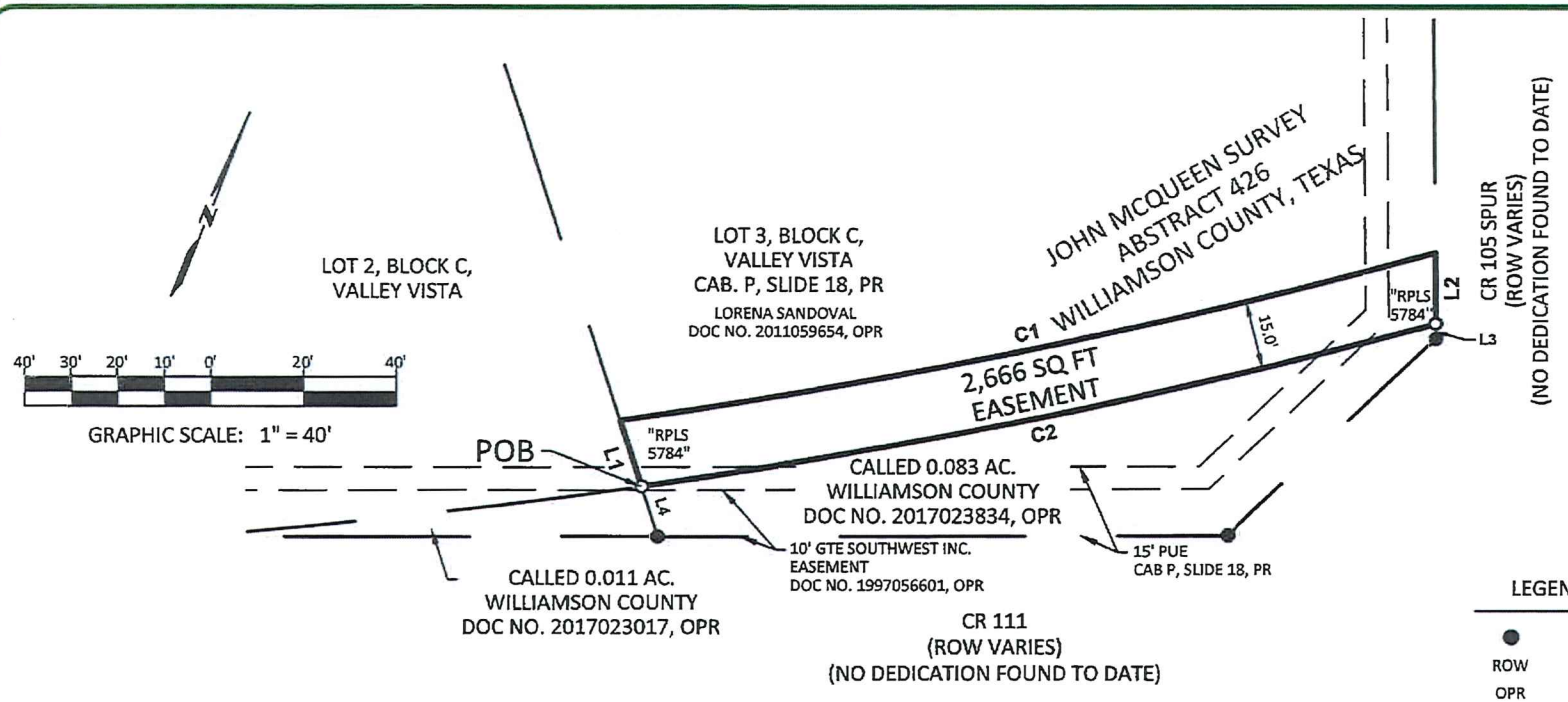
Steger & Bizzell Engineering Inc.

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 28.docx



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

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.

Curve Table

Curve #	Length	Radius	Delta	Bearing	Chord
C1	180.07'	1417.00'	007°16'51"	N 56°59'47" E	179.95'
C2	175.44'	1432.00'	007°01'10"	S 57°01'27" W	175.33'

Line Table

Line #	Direction	Length
L1	N 39°05'40" W	15.22'
L2	S 21°50'00" E	15.51'
L3	S 21°50'00" E	3.32'
L4	S 38°56'34" E	11.36'

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 28-E
SKETCH TO ACCOMPANY DESCRIPTION OF A 2666 SQ FT EASEMENT OUT OF LOT 3, BLOCK C, VALLEY VISTA 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

J:\22000-22999\22009 Wilco CR111 Route Study\Survey Data\CAD\WSUD EASEMENTS\22009-ESMT-JWSUD-PARCEL 28.dwg

WATERLINE EASEMENT
County Road 111/Westinghouse

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

LORENA SANDOVAL ("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 certain 2,666 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 22nd day of January, 2022~~1~~.

[signature pages follow]

GRANTOR:

By: Lorena Sandoval
LORENA SANDOVAL

Acknowledgment

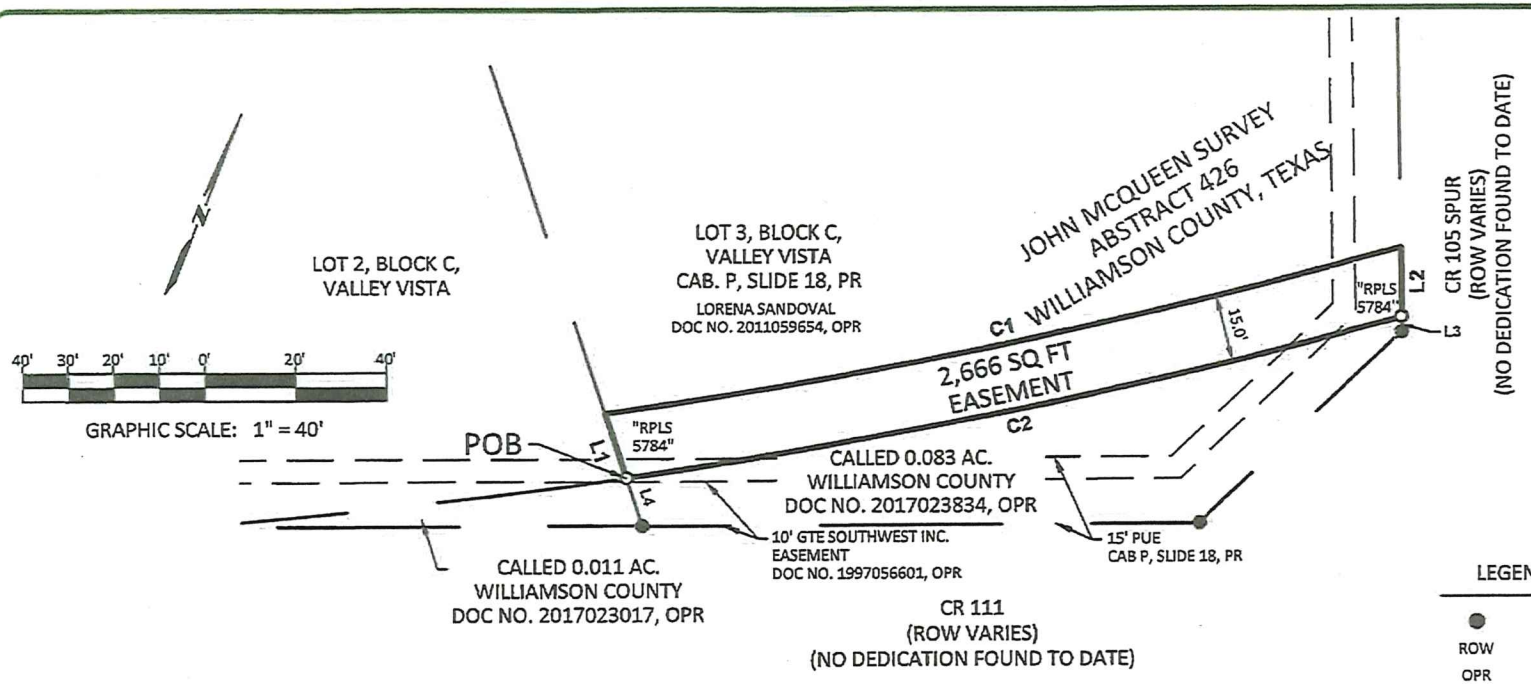
STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 22nd day of January, ~~2021~~ 2022, by Lorena Sandoval, 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



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

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.

Curve Table

Curve #	Length	Radius	Delta	Bearing	Chord
C1	180.07'	1417.00'	007°16'51"	N 56°59'47" E	179.95'
C2	175.44'	1432.00'	007°01'10"	S 57°01'27" W	175.33'

Line Table

Line #	Direction	Length
L1	N 39°05'40" W	15.22'
L2	S 21°50'00" E	15.51'
L3	S 21°50'00" E	3.32'
L4	S 38°56'34" E	11.36'

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 28-E
SKETCH TO ACCOMPANY DESCRIPTION OF A 2666 SQ FT EASEMENT OUT OF LOT 3, BLOCK C, VALLEY VISTA WILLIAMSON COUNTY, TEXAS

STEGER BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
METRO 512.930.9412 | TEXAS REGISTERED ENGINEERING FIRM F-181 TSPLS FIRM No.10002700 | WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

DATE 10-09-2020 JOB NO. 22009

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Parcel 28-E
2666 SQ FT Easement
Lot 3, Block c, VALLEY VISTA
John McQueen Survey A-426
Williamson County, Texas

PARCEL 28 EASEMENT

DESCRIPTION OF A 2666 SQUARE FOOT TRACT OF LAND LOCATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT 426, WILLIAMSON COUNTY, TEXAS, BEING OUT OF LOT 3, BLOCK C, VALLEY VISTA SUBDIVISION, A MAP OF WHICH IS RECORDED IN CABINET P, SLIDE 18, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 3, BLOCK C, BEING CONVEYED TO LORENA SANDOVAL BY DEED OF RECORD IN DOCUMENT NO. 2011059654, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2666 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 "RPLS 5784" previously set in the east boundary line of Lot 2, Block C, said VALLEY VISTA SUBDIVISION, same line being the west boundary line of Lot 3, Block C, said VALLEY VISTA SUBDIVISION, same being the northeast corner of that certain called 0.011 acre tract of land conveyed to Williamson County by Deed of record in Document No. 2017023017, said Official Public Records, same being the northwest corner of that certain called 0.083 acre tract of land conveyed to Williamson County by Deed of record in Document No. 2017023834, said Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract;

THENCE, North 39°05'40" West, with said common line of Lot 2 and Lot 3, a distance of **15.22 feet**, to a point for the northwest corner of the herein described tract;

THENCE, with a non-tangent curve to the left an arc distance of 180.07 feet, having a radius of 1417.00 feet, a central angle of 007°16'51", and a **chord that bears North 56°59'47" East**, over and across said Lot 3, **a chord distance of 179.95 feet**, to a point in the east line of said Lot 3, same line being the west right-of-way line of County Road 105 Spur, a variable width roadway, no dedication found to date, for the northeast corner of the herein described tract;

THENCE, South 21°50'00" East, with the common line of said Lot 3 and said County Road 105, Spur, a distance of **15.51 feet**, to a 1/2 inch iron rod with cap stamped "RPLS 5784"

10/27/2020

STEGER BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

Parcel 28-E
2666 SQ FT Easement
Lot 3, Block c, VALLEY VISTA
John McQueen Survey A-426
Williamson County, Texas

previously set for the northeast corner of said 0.083 acre tract, being the southeast corner of the herein described tract;

THENCE, with a non-tangent curve to the right an arc distance of 175.44 feet, having a radius of 1432.00 feet, a central angle of 007°01'10", and a **chord that bears South 57°01'27" West**, with the north boundary line of said 0.083 acre tract, a **chord distance of 175.33 feet**, to the **POINT OF BEGINNING**, and containing 2666 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

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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

January 19, 2022

Michael R. Knight and Jenna Volpe
721 County Road 105
Hutto, Texas 78634

Re: Williamson County—Westinghouse Road/CR111
Jonah SUD waterline easement
Parcel No.: 32-E

Dear Mr. Knight and Ms. Volpe:

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 3,103 SF, and in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **$2,500** in good funds.

2. If requested by County, the Closing and completion of this transaction shall take place at Longhorn Title Company ("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
Sheets & Crossfield, PLLC

AGREED:

Michael T. Knight

Date: 1/20/22

Jenna Volpe

Date: 1/20/22

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

Parcel 32-E
3103 SQ FT Easement
John McQueen Survey
Abstract No. 426
Williamson County, Texas

PARCEL 32 EASEMENT

DESCRIPTION OF A 3103 SQUARE FOOT TRACT OF LAND LOCATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT 426, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN CALLED 3.936 ACRE TRACT OF LAND CONVEYED TO MICHAEL T. KNIGHT AND JANNA VOLPE BY GENERAL WARRANTY DEED WITH VENDOR'S LIEN OF RECORD IN DOCUMENT NUMBER 2020092531, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3103 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 found in the north line of County Road 111, a variable width right-of-way, no dedication found to date, same being the southeast corner of that certain called 6.60 acre tract of land conveyed to Robert R. and Deanna R. Thompson by General Warranty Deed of record in Document No. 1999055611 of said Official Public Records, same being the southwest corner of said 3.936 acre tract, for the southwest corner of the herein described tract;

THENCE, North 21°25'35" West, with the common line of said 6.60 acre tract and said 3.396 acre tract, a distance of **15.00 feet**, to a point for the northwest corner of the herein described tract, from which point a 1/2 inch iron rod found for the northwest corner said 3.396 acre tract, same point being the interior corner of said 6.60 acre tract bears North 21°25'35" West, a distance of 395.17 feet;

THENCE, over and across said 3.936 acre tract, the following four (4) courses and distances:

1. **North 67°34'31" East**, a distance of **50.52 feet**, to a point;

2. **North 68°16'30" East**, a distance of **3.59 feet**, to a point;

3. with a non-tangent curve to the right an arc distance of 151.08 feet, having a radius of 1583.00 feet, a central angle of 005°28'06", and a **chord that bears North 53°12'12" East**, a **chord distance of 151.03 feet**, to a point for the northeast corner of the herein described tract;

4. **South 34°03'45" East**, a distance of **15.00 feet**, to a point in the north line of that certain called 0.437 acre tract of land conveyed to Williamson County by Deed of record in Document No. 2020064592, said Official Public Records, for the southeast corner of the herein described tract, from which point a 1/2 inch iron rod found for the northeast corner said 6.60 acre tract bears an arc distance of 265.76 feet, having a radius of 1568.00 feet, a central angle of 009°42'39", and a chord that bears South 60°47'35" West, chord distance of 265.44 feet;

MAE 10/27/2020

STEGER BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

Parcel 32-E
3103 SQ FT Easement
John McQueen Survey
Abstract No. 426
Williamson County, Texas

THENCE, with a non-tangent curve to the left an arc distance of 152.00 feet, having a radius of 1568.00 feet, a central angle of 005°33'15", and a **chord that bears South 53°09'38" West**, with said north line of the 0.437 acre tract, a **chord distance of 151.94 feet**, to a 1/2 inch iron rod with cap stamped "RPLS 5784" found in the north line of County Road 111, same being the south line of said 3.936 acre tract;

THENCE, with the common line of County Road 111 and said 3.936 acre tract, the following two (2) courses and distances:

1. **South 68°16'30" West**, a distance of **5.85 feet**, to a point;

2. **South 67°34'31" West**, a distance of **50.69 feet**, to the **POINT OF BEGINNING**, and containing 3103 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.

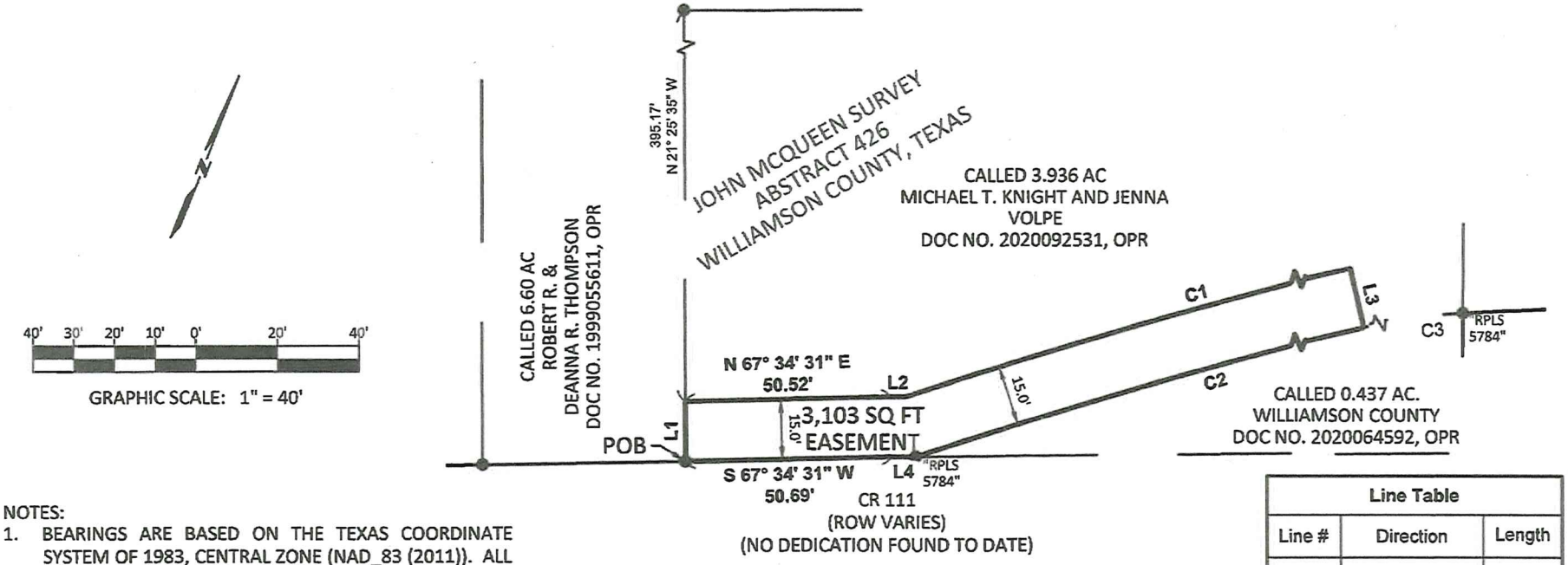
Steger & Bizzell Engineering Inc.



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

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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.

Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	151.08'	1583.00'	005°28'06"	N 53°12'12" E	151.03'
C2	152.00'	1568.00'	005°33'15"	S 53°09'38" W	151.94'
C3	265.76'	1568.00'	009°42'39"	S 60°47'35" W	265.44'

Line Table		
Line #	Direction	Length
L1	N 21°25'35" W	15.00'
L2	N 68°16'30" E	3.59'
L3	S 34°03'45" E	15.00'
L4	S 68°16'30" W	5.85'

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
○	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

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630

10/27/2020

STATE OF TEXAS REGISTERED MIGUEL ANGEL ESCOBAR 5630 PROFESSIONAL LAND SURVEYOR

PARCEL 32-E

SKETCH TO ACCOMPANY DESCRIPTION OF A 3103 SQ FT EASEMENT OUT OF CALLED 3.936 AC OUT OF JOHN MCQUEEN SURVEY, A-426 WILLIAMSON COUNTY, TEXAS

STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.9412 TEXAS REGISTERED ENGINEERING FIRM F-161 TSPLS FIRM No.10003700 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

DATE 10-22-2020 JOB NO. 22009

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WATERLINE EASEMENT

County Road 111/Westinghouse

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

MICHAEL T. KNIGHT and JENNA VOLPE ("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 3,103 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, if the Easement Tract is located within the legal service area of Grantee, 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 20th day of January, 2022.

[signature pages follow]

GRANTOR:

By: _____
Michael T. Knight

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 20th day of January, 2022, by Michael T. Knight, 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

_____
Notary Public, State of Texas
Printed Name: Deborah Everett
My Commission Expires: 10-26-2025

GRANTOR:

By: _____
Jenna Volpe

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 20th day of January, 2022, by Jenna Volpe 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

_____
Notary Public, State of Texas
Printed Name: Deborah Everett
My Commission Expires: 10-26-2025

Commissioners Court - Regular Session **44.**

Meeting Date: 02/01/2022

LH Bypass Relocation Claim

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a relocation claim request for 2nd payment with Raymond and Pamela Cantrell for right of way that was acquired for the Liberty Hill Bypass project (Parcel 45). Funding Source: Road Bonds P346

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cantrell Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/27/2022 11:24 AM
Form Started By: Charlie Crossfield		Started On: 01/27/2022 11:17 AM
Final Approval Date: 01/27/2022		

Texas Department of Transportation

Form ROW-R-113
(Rev. 07/11)

CLAIM FOR PAYMENT OF

☐ **Down Payment** ☒ **Housing Supplement**

Print or Type All Information - Read Rules on Reverse Side

1. Name of Claimant(s):
Raymond & Pamala Cantrell

Parcel No.: 45 | County: Williamson
ROW CSJ: N/A | Project No.: N/A

2. Property Acquired by County:
By: ☒ Negotiation ☐ Condemnation
Address: 901 Stubbelfield Ln., Liberty Hill, TX 78642

Apt. No.: Site No.:

3. Replacement Housing Address:
3697 CR 106, Llano, TX 78643

Apt. No.: Site No.:

4. Occupancy of State-Acquired Property
From (Date): 1984
To (Date of Move): 4/31/2021
☒ Owner-Occupant ☐ Tenant
☒ House ☐ Apartment
☐ Mobile Home ☐ Sleeping Room

5. Replacement Housing Data
a. Date of Physical Occupancy of Replacement Housing:
b. Filing Date of Instrument of Conveyance:
03/05/2021
c. Purchase Price of Replacement Dwelling:
$

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiations	10	5	2020
b. Date Property Acquired	03	05	2021
c. Date Required to Move	04	31	2021

7. Type and Amount of Claim: Housing Supplement $98,000.00 Requested to draw on Housing Supplement to continue building replacement home.
a. Housing Supplement: $28,364.88 - Leaving a balance of $22,298.02 to claim at completion of replacement home build.
b. Down Payment: $

8. Payment of this claim in the amount shown in Block 7 is requested. I certify that this move was made as a result of the acquisition of property for highway purposes. The information submitted herewith is true and correct and that the dwelling I now occupy meets the standards for decent, safe and sanitary housing to the best of my knowledge and belief.

1/4/2022
Date of Claim

Raymond Cantrell
Claimant

Pamela Cantrell
Claimant

Spaces Below to be Completed by State

Show computations necessitated by previous payments or awards in condemnation on reverse side

The dwelling at the address under Block 3 above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.

5/25/21 First Inspection
Date of Inspection

Laurie Miller
Inspected By - Signature

I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information shown herein is correct. This claim is recommended for payment as follows:

Amount of $28,364.88

Date: _____ By: _____
Right of Way Manager

R113

Texas Department of Transportation
Form ROW-R-CE
(Rev. 03/16)

CERTIFICATION OF ELIGIBILITY

Project: Liberty Hill Bypass
Parcel: 45
Displacee: Raymond and Pamela Cantrell

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Pamela Cantrell
Claimant

Date: 11-4-20

Raymond Cantrell
Claimant

Date: 11.4-20

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

_____
Claimant

Date:

PINNACLE
CONSULTING MANAGEMENT GROUP, INC.

Memo

Date:	January 5, 2022
Project:	Liberty Hill Bypass
To:	Don Childs, Lisa Dworaczyk, - Sheets & Crossfield, P.C.
From:	Daniel Shaw
Subject:	Parcel 45 - Replacement Housing Payment Supplement Request – 2nd Draw of RHP Payment

Please find the relocation replacement housing supplement payment request for a draw of the RHP payment to continue the building of the replacement home. Enclosed are the following documents:

- R-113
- Excel Spread Sheet Showing Allocation of Funds
- Paid invoices, Cancelled Checks for Work Completed with Photos
- Copy of the Certification of Eligibility

The Cantrell's purchased land to build a replacement home. They made this decision because they could not find a home and property like their acquired property and / or a property to stay on the market long enough to put in an offer.

The Cantrell's have begun the construction of their replacement home and have come a long way. Mr. and Mrs. Cantrell would like to request a draw on their approved housing supplement funds to complete the construction of the home. So far, the Cantrell's have used all the acquisition funds towards the purchase of the property and the construction of their replacement home. A spread sheet is attached to show how the funds have been used.

The Cantrell's are requesting this draw from the remaining funds of their approved housing supplement due to the increase cost of all the construction and supplies needed for their replacement home build.

Amount Requested for Draw - $28,364.88
Remaining Balance of RHP - $22,298.02 to be paid at completion of the Construction -Final Claim

Should any additional information be needed to process this request, please contact at 512-413-4012 or by email at lmiller@pinnaclegroup.biz.

Respectfully,



Daniel Shaw, R/RAC, R/W-NAC
Project Manager

Enclosures

To whom it may concern @ Williamson County,

This letter is a request for $28,364.88 on a 2nd draw of the $98,000 the state added to the sale of our house and 2 acres located at 901 Stubblefield Lane in Liberty Hill.

We are requesting this draw to help with the expense of building our new home. The price of building materials has gone up considerably since we started building and need this money so that we don't have to go into our savings. The house is dried in, and we are currently trying to complete the inside of the home. We are having a little trouble with building materials being in stock but are pushing to get it complete by the first of March.

Listed below are totals for what we have spent towards building our new home. Copies of the receipts are attached.

Buttery Housewrap $91.89

Cashway Lumber, Electrical $1,871.42

Winkleys Pipe $158.35

Cashway Lumber, Culvert $2,115.17

Metal Mart Roofing metal $1,147.02

Class A Rental Backhoe Rental $1,730.37

Home Depot Building materials $1,434.79

Central Texas Plumbing $4,400.00

Home Depot Building materials $668.57

Home Depot Building materials $302.86

Metal Mart Roofing materials $1,711.34

Crawford Electric $191.78

Buttery Concrete $93.05

Lowes Lumber $747.05

Buttery Insulation $162.85

Buttery Paint $75.00

Lowes Lumber $113.04

Elliott Electric $395.13

Hoover Building Supply $161.24

Home Depot Building Material $1,174.36

Hoover Building Supply Stain $54.11

Home Depot Building Material $819.80

Lowes Mastic $47.60

Lowes Building Materials $288.96

Tedford Distributors Tile for shower $128.50

Home Depot Building Material $159.06

Central Texas Plumbing $2,500

Home Depot Building Material $306.19

Home Depot Concrete $171.73

Home Depot rebar $74.37

Home Depot Concrete $155.49

Ace Hardware Building Material $99.43

Dodson Well Service New Well installed $3,177.14

Home Depot Building Material $1,249.25

Home Depot Building Material $387.97

Raymond Cantu 12-28-21

Pamela Cantu 12-28-21

Liberty Hill Bypass Project
Parcel 45 - Cantrells

Receipts for Items Used in Construction of Replacement Home

Business	Items Purchased	Amount
Buttery	Housewrap	$91.89
Cashway	Lumber, Electrical	$1,871.42
Winkleys	Pipe	$158.35
Cashway	Lumber, Culvert	$2,115.17
Metal Mart	Roofing Metal	$1,147.02
Class A Rental	Backhoe Rental	$1,730.37
Home Depot	Building Materials	$1,434.79
Central Texcas Plumbing	Plumbing	$4,400.00
Home Depot	Building Materials	$668.57
Home Depot	Building Materials	$302.86
Metal Mart	Roofing Materials	$1,711.34
Crawford Electric		$191.78
Buttery	Concrete	$93.05
Lowes	Lumber	$747.05
Buttery	Insulation	$162.85
Buttery	Paint	$75.00
Lowes	Lumber	$113.04
Elliot Electric		$395.13
Hoover Building Supply		$161.24
Home Depot	Building Materials	$1,174.36
Hoover Building Supply	Stain	$54.11
Home Depot	Building Materials	$819.80
Lowes	Mastic	$47.60
Lowes	Building Materials	$288.96
Tedford Distributors	Tile for Shower	$128.50
Home Depot	Building Materials	$306.19
Home Depot	Building Materials	$159.06
Central Texas Plumbing		$2,500.00

Home Depot	Concrete	$171.73
Home Depot	Rebar	$74.37
Home Depot	Concrete	$155.49
Ace Hardware	Building Materials	$99.43
Dodson Well Service	Well Unstalled	$3,177.14
Home Depot	Building Materials	$1,249.25
Home Depot	Building Materials	$387.97
	Total	$28,364.88

Commissioners Court - Regular Session **45.**

Meeting Date: 02/01/2022

Variance request to the Williamson County Subdivision Regulations from Pulte Homes

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

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

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a variance request to the Williamson County Subdivision Regulations from Pulte Homes for Lot 10, Block X, Santa Rita Ranch South Section 8A subdivision – Precinct 2.

Background

Pulte Homes, owner of Lot 10, Block X, Santa Rita Ranch South Section 8A subdivision, is requesting a variance to encroach into the 25-foot building setback along Jannelle Lane as detailed in their attached letter and plot plan. Staff recommends approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

variance request letter - Pulte Homes

plot plan - Lot 10 Blk X SRR South Sec 8A

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/27/2022 12:01 PM
Form Started By: Adam Boatright		Started On: 01/27/2022 11:52 AM
Final Approval Date: 01/27/2022		

PulteGroup

January 27, 2022

Mr. J. Terron Evertson, P.E., CFM, DR
County Engineer
Williamson County
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626

RE: Front Setback Variance for Lot 10 of Block X in Santa Rita Section 8A

Mr. Evertson,

Pulte Homes is struggling to fit a home on Lot 10 of Block X in Santa Rita Section 8A. With this lot having a 25' front setback, a 25' rear setback, being only 45' wide and fronting the curve of a knuckle it leaves little room to fit a home. Due to the odd shape of the lot and the 25' front and rear setbacks we need to encroach into the front building setback by 8' on the right corner to fit a house on this lot.

To this letter I have attached the plot plan for the lot showing the floor plan within the side and rear building lines but encroaching across the right front building line. I have also attached the recorded plat which shows the front and rear building setback lines. The plat also shows that this lot is only 45' wide and leaves no room for adjust of the home to the left or right.

We are requesting a variance to allow the front right corner of the home on Lot 10 of Block X in Santa Rita 8A to encroach into the front building setback by 8'. The encroachment will only be on the right side, knuckle side, of the lot.

Please feel free to contact me with any questions or comments.

Sincerely,

Stephen Ashlock
Vice President of Land Development

9401 Amberglen Blvd., Bldg. I, Suite 150 Austin, Texas 78729
512.795.0190 pultegroupinc.com

THE GRADES SHOWN ON THIS PLOT PLAN ARE IN CONFORMITY WITH THOSE SHOWN ON THE MASTER GRADING & DRAINAGE PLAN FOR THIS SUBDIVISION. THE EXISTING GRADES AS SHOWN, REPRESENT ORIGINAL UNDISTURBED SOIL OR BENCHED PER THE MASTER GRADING PLAN.

EXACT FLATWORK LOCATION, NUMBER OF STEPS AND EXPOSURES INDICATED, ARE PROJECTED ESTIMATES AND MAY BE ALTERED WITHOUT NOTICE. THIS LOT PLOT IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT REPRESENT THE ACTUAL SURVEY OF THE HOUSE ON THE LOT AND WAS PREPARED FROM RECORDED DATA.

NOTE: PROPERTY MAY BE SUBJECT TO OTHER EASEMENTS, RESTRICTIONS, AND BUILDING LINES NOT SHOWN ON THE FINAL RECORDED PLAT

INNERWALK CONSTRUCTION

LOCATE INNERWALKS 2' FROM THE FRONT-MOST PORTION OF THE ACTUAL FOUNDATION AND INTERSECT THE DRIVEWAY AT A 90 DEGREE ANGLE. INNERWALKS ARE TO INTERSECT THE FRONT PORCH AT A 90 DEGREE ANGLE AT A LOCATION CENTERED WITH THE FRONT DOOR UNLESS OTHERWISE NOTED. PLANTING AREAS BETWEEN THE INNERWALK AND THE FOUNDATION THAT ARE LESS THAN 1 FOOT ARE TO BE FILLED WITH CONCRETE AS PART OF THE SIDEWALK.

GRADING INFORMATION

ELEVATIONS AND DRAIN DIRECTION ARROWS SHOWN ON THIS PLOT PLAN REFLECT THE ENGINEERED AREA GRADING PLAN FOR THIS NEIGHBORHOOD DEVELOPMENT. PLEASE REFER TO THE COMPLETE AREA GRADING PLAN FOR DETAILED DRAINAGE INFORMATION ON ADJACENT LOTS.

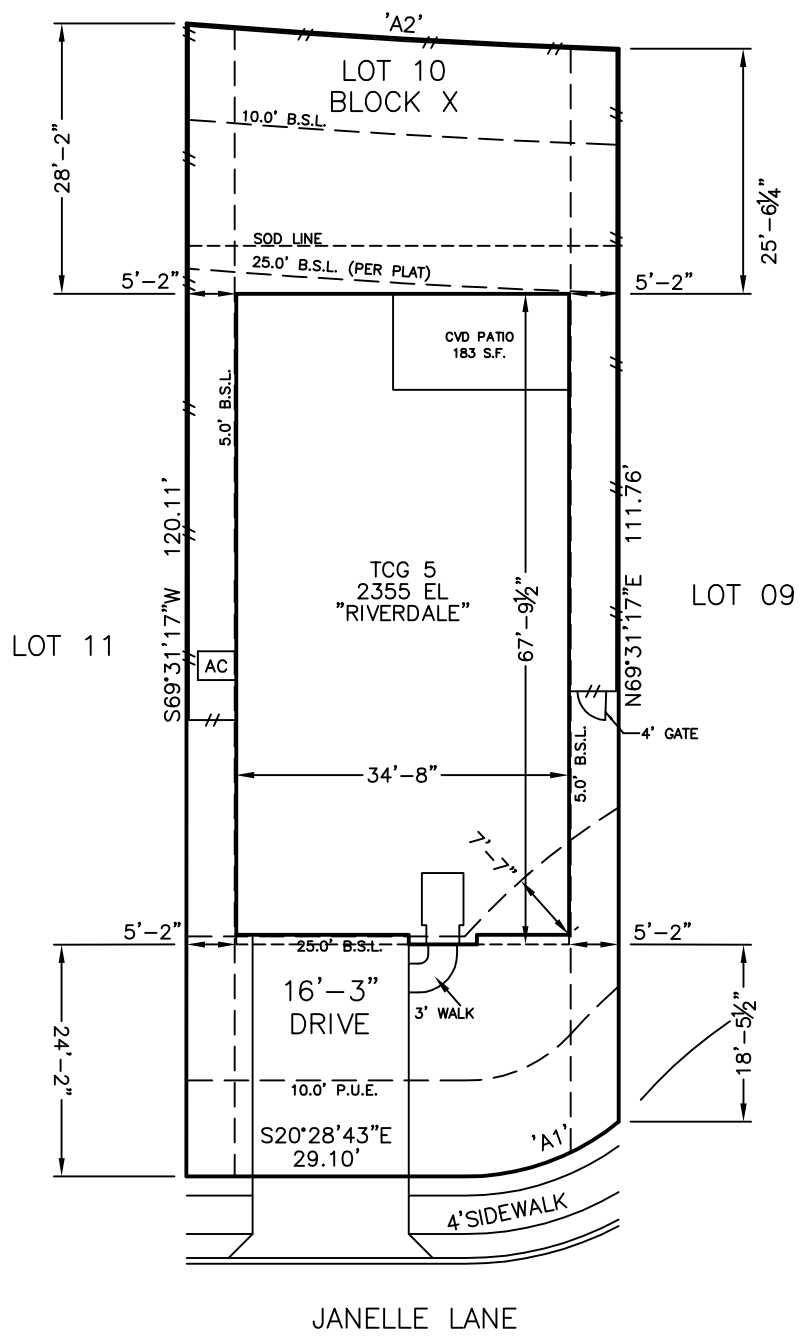
SCALE: 1 = 20'

ARC TABLE

ARC	LEN.	RAD.	CHRD. BRG.
'A1'	17.22'	25.00'	S40°13'42"E
'A2'	45.08'	995.00'	N17°07'18"W

LEGEND

- WOOD FENCE
- WIRE FENCE
- CHAIN LINK FENCE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- B.S.L. BUILDING SETBACK LINE
- IRF IRON ROD FOUND
- CGS COTTON GIN SPINDLE
- NF PROPERTY MARKER NOT FOUND
- POWER POLE
- —E— OVERHEAD ELEC. LINE
- DOWN GUY
- FH FIRE HYDRANT
- W WW WATER/WASTEWATER
- SL STREET LIGHT
- 488.35 AGP ELEVATION
- DRAINAGE DIRECTION ARROW
- E ELECRTIC RISER
- TRAN TRANSFORMER
- TV TELEVISION RISER
- PH TELEPHONE RISER
- GAS GAS RISER



CORNER HEIGHTS

LEFT FRONT	
RIGHT FRONT	
RIGHT REAR	
LEFT REAR	
TOTAL INCHES	
FOUNDATION AVERAGE	
GARAGE DROP	
PERCENT MASONRY	100%
FOUNDATION ENGINEER:	

LOT COVERAGE

LOT AREA	5308.78	SQFT
MAX COVERAGE		SQFT
FOUNDATION	2312.0	SQFT
FOUNDATION %		
LIVING-1ST FLR	1709.0	SQFT
GARAGE	399.0	SQFT
PORCH	34.0	SQFT
COVERED PATIO	180.0	SQFT
CONCRETE PATIO	CVD	SQFT
INNERWALK	18.0	SQFT
DRIVEWAY	586.0	SQFT
A/C PAD	12	SQFT
TOTAL LOT COVERAGE	2928.0	SQFT
% OF LOT	55.2	%
BALANCE-LOT COVERAGE		SQFT

STANDARD FLATWORK-TX

5521 PATIO	CVD	SQFT.
5521 DRIVE	586	SQFT.
5521 APPROACH	1455	SQFT.
5521 FRONT WALK	18	SQFT.
5521 CITY WALK	120	SQFT.

OPTIONAL FLATWORK-TX

5581 PATIO		SQFT.
5581 DRIVE		SQFT.
5581 APPROACH		SQFT.
5581 FRONT WALK		SQFT.
5581		SQFT.

SOD	SQ.YDS.	
Front	122	
Back	26	+ (OPTIONAL 57)
Left	37	
Right	38	
TOTAL SOD:	223	

FENCE LENGTH: 192'

CUSTOMER: PONSFORD

ADDRESS	SUBDIVSION		BLOCK	LOT	DATE	
132 JANELLE LANE	SANTA RITA RANCH	SEC 8A	X	10	9/10/2021	RSB
JOB NUMBER	PLAN					
6637-24010	TCG 5 2355 EL					

Pulte Homes
CENTRAL TEXAS DIVISION
9401 AMBERGLEN BLVD., BLDG I, SUITE 150
AUSTIN, TEXAS 78729
PH 512/795-0170 FAX 512/532-3304

Meeting Date: 02/01/2022
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
h) Discuss the sale of property located adjacent to the existing Williamson County EMS Bay/SO and MOT building at 1801 E. Settlers Boulevard, Round Rock, 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	01/27/2022 10:53 AM
Form Started By: Charlie Crossfield		Started On: 01/27/2022 10:51 AM
Final Approval Date: 01/27/2022		

Commissioners Court - Regular Session **47.**

Meeting Date: 02/01/2022

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: Business prospect(s) that may locate or expand within Williamson County.

a) Project Red Hot Chili Pepper
b) Project Flex Power
c) Project Pearson Ranch
d) Project Fittipaldi
e) Project Venture
f) Project 007
g) Project Acropolis

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	01/27/2022 10:57 AM
Form Started By: Charlie Crossfield		Started On: 01/27/2022 10:52 AM
Final Approval Date: 01/27/2022		