NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
March 22, 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 – 46)

3. Discuss, consider and take appropriate action on a line item transfer for the new County Court at Law #5.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004999	Non Dept/Misc	$41,694.51
To	0100-0430-003010	CCL#5/Computer Equip	$15,409.51
To	0100-0430-003006	CCL#5/Office Equip	$935.00
To	0100-0430-003005	CCL#5/Office Furniture	$25,350

4. Discuss, consider and take appropriate action on a line item transfer for the new 480th District Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004999	Non Dept/Misc	$39,432.44
To	0100-0442-003010	480th DC/Computer Equip	$12,357.44
To	0100-0442-003006	480th DC/Office Equip	$720
To	0100-0442-003005	480th DC/Office Furniture	$26,355

5. Discuss, consider, and take appropriate action on a line item transfer for the District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount

From	0100-0440-003006	Office Equipment < $5000	2,000.00
To	0100-0440-003301	Gasoline	2,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0492-004251	election supplies	$2,500.00
To	0100-0492-003301	gasoline	$2,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0510-003005	Office Furniture	900.00
To	0100-0510-003011	Computer Software	900.00

8. Discuss, consider and take appropriate action on a line item transfer for the Fire Marshal's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-003001		$7,920.00
To	0100-0542-005003		$7,920.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003008	L.E. Equipment < $5,000	$3,000.00
To	0100.0570.003006	Office Equipment	$3,000.00

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

11. Discuss, consider, and take appropriate action on approving property tax collections for the month of February 2022 for the Williamson County Tax Assessor/Collector.

12. Acknowledge the completion of the continuing education provisions of Article 81.0025 of the Texas Local Government Code by Commissioner Terry Cook.

13. Discuss, consider and take appropriate action on noting in the minutes a Commissioners Education Certificate of Completion for County Commissioner Pct. 3 Valerie Covey. She has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code for 2021.

14. To discuss and take appropriate action on noting in the minutes the County Clerk's CE hours from the County Investment Academy.

15. Discuss, consider, and take appropriate action to approve the County Attorney February 2022 Monthly Report in compliance with Code of Criminal Procedure 103.005.

16. Discuss, consider, and take appropriate action to approve Justice of the Peace, Pct. 3, February 2022 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

17. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, February 2022 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

18. Discuss, consider, and take appropriate action on approving amending Contract CA-00011117 between Texas Parks and Wildlife Department and Williamson County for restoration of spring environs at Twin Springs Preserve.

19. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Texas Disposal Systems, Inc. to provide weekly commercial trash service at the Williamson County River Ranch Park in the amount of $867.00 per month, South West Regional Park in the amount of $363.00 per month, Berry Springs Park in the amount of $150.00 per month, for a 36-month term, per the quotes attached, and authorizing execution of the agreement.

20. Discuss, consider and take appropriate action on approving the Temporary Staffing Agreement between HireQuest LLC and Williamson County and authorizing the execution of the Agreement.

21. Discuss, consider, and take appropriate action on approving the purchase and agreement between Opex Corporation and Williamson County for an Envelopener and the annual maintenance in the amount of $21,825.00, and authorizing execution of the agreement.

22. Discuss, consider and take appropriate action on approving a contract between Williamson County and Console Cleaning Specialists, Inc. dba Communication Center Specialists, to provide annual cleaning and maintenance of twenty-one (21) 911 workstation consoles and furniture, in the not-to-exceed amount of $7,875.00, to support operations of Williamson County Emergency Communications, and authorizing execution of the agreement.

23. Discuss, consider and take appropriate action on approving the purchase of software subscription for Williamson County Emergency Services from LobbyGuard Solutions, LLC., in the not-to-exceed amount of $3,680.00, and authorizing the execution of this agreement.

24. Discuss, consider and take appropriate action on approving the filing of an application for a Hazard Mitigation Grant available through the General Land Office that will provide up to $120,000 for funding a contractor to update the FY21 Hazard Mitigation Plan; and authorize the County Judge to execute any application, resolution and documentation necessary to submit and process such grant application.

25. Discuss, consider and take appropriate action on approving the lease agreement between Pitney Bowes, Inc. and the Williamson County Constables Office Precinct 2 for a postage machine lease in the amount of $55.20 per month, pursuant to Cooperative Contract with NASPO #0041247823, and authorizing execution of the lease.

26. Discuss, consider and take appropriate action regarding the 2022 annual Red Poppy Bike Ride special event vehicle usage contract.

27. Discuss, consider, and take appropriate action on approving the agreement between Williamson County and Frontier Communications for a total of $236.00, with a reoccurring fee of $141.00 annually, for the elevator phone lines at the Williamson County Jail and Parking Garage in Georgetown and authorizing the execution of the agreement.

28. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies for the Red Poppy Charity Bike Ride on April 2, 2022.

29. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Wrecker Management and Dispatch Services RFP #22RFP80.

30. Discuss, consider and take appropriate action on approving the purchase of five (5) License Plate Recognition Cameras and annual maintenance from Vigilant Solutions, LLC, in the amount of $6,975.60, pursuant to HGAC contract #EF04-21, and authorizing execution of the maintenance agreement.

31. Discuss, consider and take appropriate action on approving the purchase of GrayKey Software from Panamerica Computers, Inc. in the amount of $18,365.00, pursuant to GSA cooperative contract #GS-35F-0397U, and authorizing execution of the agreement. Funding: Forfeiture Funds.

32. Discuss, consider, and take appropriate action on approving the Service Contracts for between Williamson County and Keith Pajestka and Garett Chick for Wrangler Services, pursuant to Texas Agriculture Code 142.001, and authorizing the execution of the Service Contracts.

33. Discuss, consider and take appropriate action on approving the Master Service Agreement between 5-F Mechanical and Williamson County for HVAC and Plumbing Maintenance Services, in the not-to-exceed-amount of $350,000.00, pursuant to BuyBoard Co-Operative Contract #638-21 and authorizing the execution of the agreement.

34. Discuss, consider and take appropriate action on approving agreement between Williamson County and Austin Montgomery d/b/a The Roof Co. to provide wall repair services at the Williamson County Constable Pct. 2, in the not-to-exceed amount of $19,435.00, and authorizing the execution of this agreement.

35. Discuss, consider, and take appropriate action on approving the service contract between and Williamson County and Perez Construction, LLC., for the repairs of the South West Regional Park Splash Pad, in the not-to-exceed amount of $15,652.50, and authorize the execution of the agreement.

36. Discuss, consider, and take appropriate action on authorizing the purchase and service contract between Sudderth Brothers Contracting, Inc and Williamson County for the installation of an engineered septic system located at 3803 FM 1869 Liberty Hill Texas in the amount of $19,750.00 and execution of the agreement. Funding Sources is 445P.

37. Discuss, consider, and take appropriate action on authorizing the agreement between Falkenberg Construction Co., Inc. and Williamson County for the installation of a new Janitorial Closet in the Health District Building, in the amount of $45,396.78, pursuant to Buyboard contract 581-19, and execution of the agreement. Funding Source is P535.

38. Discuss, consider and take appropriate action on approving the appointment of Williamson County Architect, Trenton Jacobs, with general authority to approve invoices and change orders for the Williamson County Facilities Management department in accordance with Section 262.031 of the Local Government Code.

39. Discuss, consider and take appropriate action on Supplemental Agreement No. 2 to Work Authorization No. 4 under Williamson County Contract between Kleinfelder, Inc. and Williamson County, dated August 12, 2021, for On-Call Materials Testing and Geotechnical Services for the Williamson County Expo Center Improvements (P562). This is to increase funding to $18,125 for additional required testing. Funding Source will be P562.

40. Discuss, consider and take appropriate action regarding termination of contract IFB # T4442, with Terra Path, Inc. and authorize County Judge to sign letter providing 30-day notice of termination.

41. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB Spring 2022 Cul-De-Sac Fog Seal (North Georgetown and FB MUD), under IFB #22IFB84.

42. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB Various Facility Parking Lots Fog Seal FY22, under #22IFB83.

43. Discuss, consider and take appropriate action on Change Order No 1 to contract number T4592 in the amount of $4,530.12 for Winding Creek Place Milling, Sealing, Overlay and Striping. Funding source: 01.0200.0210.003599.

44. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 4 under Williamson County Contract between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects. This supplemental is to increase the maximum amount payable to $100,000.00. Funding source: 01.0777.0200.009007.

45. Discuss, consider and take appropriate action on approval of the final plat for the Saddleback at Santa Rita Ranch Phase 1, Section 1 subdivision – Precinct 2.

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

REGULAR AGENDA

47. Discuss, consider and take appropriate action on proclamation recognizing the Cedar Park High School Timberwolves girls basketball team.

48. Discuss, consider and take appropriate action on an update from Lone Star Circle of Care.

49. 9:30 am Conduct public hearing relating to a request from Human Resources and the Commissioners Court to transfer the funding for a position allocated during the FY2022 Budget Process from Non Departmental to the Commissioners Court Budget for the position of Risk Analyst and discuss (1) the reason for the funding transfer, including the public purpose that will be served by transferring the funding; and (2) the exact amount of the funding transfer, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served if any excess is needed.

50. Discuss, consider and take appropriate action on a line item transfer for the Commissioners Court budget for various lines as attached.

51. 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 District Attorney's Office from State Judiciary Apportionment Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	Dist Atty Salary Supplement	$7,500.00

52. 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 from State Judiciary Apportionment Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	$6,056.69
	0100.0440.002010	FICA	$463.35
	0100.0440.002020	Retirement	$979.96

53. 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 in the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.000777	Transfer to Capital Project	$200,000.00

54. 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 revenue in the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$200,000.00

55. Discuss, consider and take appropriate action on approving a 2022 CIP transfer to close P575 (Justice Center S.O Improvements) and move the remaining funds of $2,850,000 to P476 (Justice Center Security Improvements).

56. Discuss, consider and take appropriate action to increase the Meal per diem rates related to travel for Fiscal Year 2023.

57. Discuss, consider and take any appropriate action regarding Resolution Approving the issuance of a Note by HFDC of Central Texas, Inc. to finance and refinance the costs of health facilities for S.P.J.S.T. Rest Home in compliance with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).

58. Discuss, consider and take appropriate action to increase the funding for American Rescue Plan Act (ARPA) in Project 445P Wilco by $14,847 for Audio Visual changes in Justice of the Peace Precinct 2 Courtroom.

59. Discuss, consider and take appropriate action on the engagement of the law firm of Randle Law Office Ltd., L.L.P. to represent Williamson County in relation to Williamson County land development matters and related litigation; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

60. Discuss, consider and take appropriate action on ordering the Special Election (Constitutional Amendment) to be held on Saturday, May 7, 2022.

61. Discuss and consider approving a pay increase for election poll workers to go into effect for the Joint General and Special Elections being conducted in May 2022.

62. Discuss, consider, and take appropriate action on the Williamson County Sheriff requesting the authorization and approval of the Williamson County Sheriff's K9 Unit.

63. Discuss, consider and take appropriate action on approving the remodel to the existing records room at the Williamson County Juvenile Justice Center by Falkenberg Construction Co., Inc., in the not-to-exceed amount of $173,701.18, per the terms of Buy Board Contract #581-19 and authorizing the execution of this agreement. Funding Source is P543.

64. Discuss, consider and take appropriate action on approving the contract between Williamson County and Facilities Resource, Inc. for the purchase of furniture at the District Clerk's Office, for the total amount of $311,729.27, per the terms of the Omnia National co-op contract number #2019-001896, and authorizing the execution of the contract. Funding Source is P515.

65. Discuss, consider, and take appropriate action on awarding Standby Generators to Austin Generator Services, in the amount of $251,303.00, under RFP #22RFP65.

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

67. Receive the March 2022 Construction Summary Report and PowerPoint Presentation.

68. Discuss, consider, and take appropriate action on awarding Flexible Base to the lowest and best bidder, Central Texas Stone & Aggregate, under IFB #22IFB76.

69. Discuss, consider, and take appropriate action on awarding IFB #22IFB57 Reconstruction and Extension of CR 401 to the lowest and best bidder, James Construction, in the amount of $12,673,200.94 and authorizing the execution of the agreement. Funding Source is P390.

70. Discuss, consider, and take appropriate action on awarding IFB #22IFB68 Wyoming Springs Intersection Improvements at Smyers Lane to the lowest and best bidder, MA Smith Contracting, in the amount of $355,892.50, and authorizing the execution of the agreement. Funding Source is P339.

71. Discuss, consider and take appropriate action on Contract Amendment No 2 under Williamson County Contract for Engineering Services between Doucet & Associates and Williamson County dated July 16, 2019 for Engineering Services Smith Branch Flood Control near Juvenile Justice Center 1903-303. Funding source: P519.

72. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Cobb, Fendley & Associates Inc. and Williamson County dated July 16, 2019 for Utility Coordination for All Williamson County Activities Not Related to Road Bond Activities. This Contract Amendment No 1 is to increase the Compensation Cap from $500,000.00 to $1,000,000.00. Funding source: 01.0200.0210.004100.

73. Discuss, consider and take appropriate action authorizing the County Judge to execute a Roadway Closure Order to vacate, abandon and close 0.2804 acres of CR 304.

74. Discuss, consider and take appropriate action on a real estate contract with Steve D. Brown for right of way needed on the CR 305/CR 307 project. (Parcel 5). Funding Source: Road & Bridge P581.

75. Discuss, consider and take appropriate action on a letter agreement with Aureliano Zapatero for a Jonah waterline easement needed on the CR 111 project (parcel 18E). Funding: Road Bonds P292.

76. Discuss, consider and take appropriate action on 16 claims for moving expenses related to the right of way acquisition on Sam Bass Road--Parcel 13. Funding Source: Road Bonds P462

Unit O80- McCully
Unit 124- Moore
Unit B12- Holmes
Unit E15- Cole
Unit E05- Jacobs
Unit A07- Parker
Unit B10- McKenzie
Unit 107- Moore
Unit O87- Hollingshead
Unit O85- Portell
Unit 106- Slone
Unit C04- Cummings
Unit O34- Buckingham
Units O49, P60 and 102- Zuckerman

77. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.036 acres) required for the construction of Liberty Hill Bypass, and take appropriate action. (James Patrick Harlow/ Parcel 49) Funding Source: Road Bonds P 346.

78. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.107 acres and 0.378 acres) required for the construction of Liberty Hill Bypass, and take appropriate action. (Timothy P. Harlow/Parcels 7 & 50). Funding Source: Road Bonds P 346.

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)."

79. 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.

80. 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

81. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per Section 551.071, Texas Government Code, "Consultation with Attorney"), including the following:

a. General:

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. 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.

b. Litigation:

1. 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
2. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al.; In the District Court of Williamson County, Texas
3. Civil Action No. 1:20-cv-00842; SonWest Co. v. J. Terron Evertson, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division
4. 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
5. 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
6. 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
7. 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
8. 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
9. 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
10. Civil Action No. 1:21-00481-LY; 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
11. 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
12. 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
13. Civil Action 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
14. Cause No. 22-0159-C395; Gary Watsky v. Williamson County Sheriff Mike Gleason et al.; In the 395th District Court of Williamson County, Texas

c. EEOC/TWC matters:

1. EEOC Charge #451-2021-00812 – S.H.
2. EEOC Charge #451-2021-00920 – K.B.
3. EEOC Charge #451-2021-01357 – J.G.
4. EEOC Charge #451-2021-01145 – G.H.
5. EEOC Charge #451-2021-01742 – J.R.

d. Claims:

e. Other:

1. 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.
2. Legal matters pertaining to the Emergency Communications Department.
3. Legal matters pertaining to the GardaWorld contract.
4. Legal matters relating to a parking lease of a portion of the Williamson County Justice Center Parking Garage.

82. 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).

83. 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)

84. Discuss and take appropriate action concerning economic development.

85. Discuss and take appropriate action concerning real estate.

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

a. General:

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. 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.

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2. EEOC Charge #451-2021-00920 – K.B.
3. EEOC Charge #451-2021-01357 – J.G.
4. EEOC Charge #451-2021-01145 – G.H.
5. EEOC Charge #451-2021-01742 – J.R.

d. Claims:

e. Other:

1. 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.
2. Legal matters pertaining to the Emergency Communications Department.
3. Legal matters pertaining to the GardaWorld contract.
4. Legal matters relating to a parking lease of a portion of the Williamson County Justice Center Parking Garage

87. 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.

88. Discuss, consider and take appropriate action on an Indemnity and Release Agreement between Stanard & Associates, Inc. and Williamson County, Texas.

89. Comments from Commissioners.

90. 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 18th day of March 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: 03/22/2022

Line Item Transfer

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the new County Court at Law #5.

Background

This line item transfer will facilitate the purchase of furniture and computer equipment to enable the new CCL#5 to be up and running on October 1st. It also allows IT equipment to be included in the last bulk order of the year in May 2022 providing for substantial discounts. Monies were set aside in the FY22 budget for this purpose.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004999	Non Dept/Misc	$41,694.51
To	0100-0430-003010	CCL#5/Computer Equip	$15,409.51
To	0100-0430-003006	CCL#5/Office Equip	$935.00
To	0100-0430-003005	CCL#5/Office Furniture	$25,350

Attachments

CCL5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/14/2022 04:08 PM
Form Started By: Ashlie Holladay		Started On: 03/14/2022 03:02 PM
Final Approval Date: 03/14/2022		

Projected Costs for County Court at Law No. Five

Category	Item	Cost	Details
IT	3 Desktop Computers	$2,787.36	1 for Judge's Bench 1 for Court Reporter's Office 1 for Court Admin's Office *Unit Price $929.12*
	6 Keyboard/Wireless Combo	$354.00	1 for Judge's Bench 1 for Judge's Office 1 for Court Admin's Office 1 for Court Admin Courtroom 1 for Court Reporter's Office 1 for Asst. Court Admin's Office *Unit Price $59.00*
	4 Dell Latitude 5521 Laptops	$5,299.00	1 for Judge's Office 1 for Court Admin's Office 1 for Jury Room 1 for Asst. Court Admin's Office *Unit Price $1324.75*
	4 Laptop Docking Stations	$1,031.92	1 for Judge's Office 1 for Court Admin's Office 1 for Jury Room 1 for Asst. Court Admin's Office *Unit Price $257.98*
	9 Dell 24" Monitors	$2,314.26	1 for Judge's Bench 2 for Judge's Office 1 Court Admin Courtroom 2 Court Admin Office 2 Asst. Court Admin's Office 1 Court Reporter Office *Unit Price $257.14*
	6 Soundbars	$202.44	1 for Judge's Bench 1 for Judge's Office 1 for Court Admin's Office 1 for Court Admin Courtroom 1 for Court Reporter's Office 1 for Asst. Court Admin's Office *Unit Price $33.74*
	4 Cisco 8851 IP Phones	$860.00	1 for Judge's Office 1 forCourt Admin's Office 1 for Asst. Court Admin's Office 1 for Court Reporter's Office *Unit Price $215.00*
	1 Cisco 3905 SIP Phone	$75.00	1 for Court Admin in Courtroom
	1 HP M578 Color Laserjet Multi-Function Printer	$1,568.55	Shared Color Printer/Scanner/ Fax for Courtroom
	1 HP M578 Color Laserjet Multi-Function Printer	$1,568.55	Shared Color Printer/Scanner/ Fax for Office
	1 HHP LaserJet Pro M404dn B/W	$283.43	1 for Judge's Office
Furniture	Judge's Chambers Furniture	$10,800.00	Tier One Max Budget for Office Furniture and Accessories

Projected Costs for County Court at Law No. Five

	Court Administrator's Office Furniture	$7,050.00	Tier Two Max Budget for Office Furniture and Accessories
	Court Reporter's Office Furniture	$3,500.00	Tier Three Max Budget for Office Furniture and Accessories
	Asst. Court Administrator's Office Furniture	$3,500.00	Tier Three Max Budget for Office Furniture and Accessories
	Jury Room	$500.00	Refrigerator

Commissioners Court - Regular Session **4.**

Meeting Date: 03/22/2022

Line Item Transfer

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the new 480th District Court.

Background

This line item transfer will facilitate the purchase of furniture and computer equipment to enable the new District Court to be up and running on October 1st. It also allows IT equipment to be included in the last bulk order of the year in May 2022 providing for substantial discounts. Monies were set aside in the FY22 budget for this purpose.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004999	Non Dept/Misc	$39,432.44
To	0100-0442-003010	480th DC/Computer Equip	$12,357.44
To	0100-0442-003006	480th DC/Office Equip	$720
To	0100-0442-003005	480th DC/Office Furniture	$26,355

Attachments

480th District Court

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/14/2022 04:08 PM
Form Started By: Ashlie Holladay		Started On: 03/14/2022 03:22 PM
Final Approval Date: 03/14/2022		

Category	Item	Cost	Details
IT	3 Desktop Computers	$2,787.36	1 for Judge's Bench 1 for Court Admin in Courtroom 1 for Court Reporter's Office ($919.12 each)
	5 Keyboard/Wireless Combo	$295	1 for Judge's Bench 1 for Court Admin in Courtroom 1 for Judge's Office 1 for Court Admin's Office 1 for Court Reporter's Office ($59 each)
	1 Dell Curved 34" Monitor	$636.39	1 for Judge's Office
	3 Dell Latitude 5521 Laptops	$3,974.25	1 for Judge's Office 1 for Court Admin's Office 1 for Jury Room ($1324.75 each)
	3 Laptop Docking Stations	$773.94	1 for Judge's Office 1 for Court Admin's Office 1 for Jury Room ($257.98 each)
	6 Dell 24" Monitors	$1,576.14	1 for Judge's Bench 2 for Court Admin in Courtroom 2 for Court Admin's Office 1 for Court Reporter's Office ($262.69 each)
	5 Dell Speaker Sets	$168.70	1 for Judge's Bench 1 for Court Admin in Courtroom 1 for Judge's Office 1 for Court Admin's Office 1 for Court Reporter's Office ($33.74 each)
	3 Cisco 8851 IP Phones	$645	1 for Judge's Office 1 for Court Admin's Office 1 for Court Reporter's Office ($215 each)
	1 Cisco 3905 SIP Phone	$75	1 for Court Admin in Courtroom
	1 HP M578 Color Laserjet Multi-Function Printer	$1,585.06	Shared Color Printer/Scanner/ Fax for Chambers
	2 HP M404dn Laserjet Pro B/W Printer	$560.60	1 for Judge's Office (confidential docs) 1 for Bench in Courtroom ($280.30 each)
Furniture	Placeholder for Allowance for Judge's Chambers Furniture	$12,960	This reflects the pricing guide +20% due to inflation since the guide was developed 1/2020 This is intended to allow for purchase of: Desk Chair Lateral File Book case 2 guest chairs

			Sofa Credenza Hutch
	Court Administrator's Office Furnishings/Judge's Chamber Waiting Area Furnishings	$7,050	This is intended to allow for purchase of: Desk Chair Lateral File Standing Desk Guest Chairs for waiting area (4) Floor Mat
	Court Reporter's Office Furnishings	$3,500	This is intended to allow for the purchase of: Desk Chair Guest Chair (1) Secure File Cabinet for Evidence
	Working Conference Room Furnishings	$1,800	This is intended to allow for purchase of 1 circular conference table and 3 chairs
	Ice Machine	$630	For Jury Room
	Refrigerator	$415	For Jury Room

Commissioners Court - Regular Session **5.**

Meeting Date: 03/22/2022

Line Item Transfer for District Attorney

Submitted By: Ronnie Simek, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary to help cover the Gasoline expenses of the District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003006	Office Equipment < $5000	2,000.00
To	0100-0440-003301	Gasoline	2,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/09/2022 08:48 AM
Budget Office	Ashlie Holladay	03/09/2022 08:49 AM
Form Started By: Ronnie Simek		Started On: 03/08/2022 02:43 PM
Final Approval Date: 03/09/2022		

Commissioners Court - Regular Session **6.**

Meeting Date: 03/22/2022

elections line item transfer

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary to help cover the gasoline expenses of the Elections Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0492-004251	election supplies	$2,500.00
To	0100-0492-003301	gasoline	$2,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/14/2022 01:45 PM
Budget Office	Ashlie Holladay	03/14/2022 02:24 PM
Form Started By: Jenifer Favreau		Started On: 03/14/2022 11:07 AM
Final Approval Date: 03/14/2022		

Commissioners Court - Regular Session **7.**

Meeting Date: 03/22/2022

Line Item Transfer for Parks Department

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

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

Background

Transfer of funds necessary to purchase a software application for the Expo Center. The Expo Center hosts a variety of events annually in the Expo Hall. Each event holder desires different/specific layout configurations tailored to their event. This application is a 3D floor plan platform that allows prospective event holders to view their layout configuration to ensure it is conducive to an effective and successful event. Expo Center staff previously used a free-ware version of a similar application that has since expired.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0510-003005	Office Furniture	900.00
To	0100-0510-003011	Computer Software	900.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/11/2022 11:32 AM
Budget Office	Ashlie Holladay	03/11/2022 11:52 AM
Form Started By: Russell Fishbeck		Started On: 03/11/2022 09:40 AM
Final Approval Date: 03/11/2022		

Commissioners Court - Regular Session **8.**

Meeting Date: 03/22/2022

FMSO LIT for Training Simulator

Submitted For: Hank Jones **Submitted By:** Hank Jones, Fire Marshal Spec Ops-Hazmat

Department: Fire Marshal Spec Ops-Hazmat

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Fire Marshal's Office.

Background

Line item transfer request of previously approved funds to the appropriate line item. Purchase of tank truck rollover simulator.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0542-003001		$7,920.00
To	0100-0542-005003		$7,920.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/17/2022 09:25 AM
Budget Office	Ashlie Holladay	03/17/2022 09:45 AM
Form Started By: Hank Jones		Started On: 03/17/2022 09:12 AM
Final Approval Date: 03/17/2022		

Commissioners Court - Regular Session **9.**

Meeting Date: 03/22/2022

Line Item Transfer - Corrections

Submitted For: Mike Gleason **Submitted By:** Peggy Braun, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is to purchase small refrigerators for officer stations in the jail pods.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003008	L.E. Equipment < $5,000	$3,000.00
To	0100.0570.003006	Office Equipment	$3,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/15/2022 11:52 AM
Budget Office	Ashlie Holladay	03/15/2022 12:34 PM
Form Started By: Peggy Braun		Started On: 03/15/2022 10:58 AM
Final Approval Date: 03/15/2022		

Commissioners Court - Regular Session **10.**

Meeting Date: 03/22/2022

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

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Laura Drewry	03/17/2022 08:42 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 08:56 AM
Form Started By: Kayla Marek		Started On: 03/17/2022 08:35 AM
Final Approval Date: 03/17/2022		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
911 Communications	TCO Specialist.0133.001100.	15009	$54,563.10	$954.84	1.75	$55,517.95	-	MERIT	18-Mar-22
911 Communications	QAQI Evaluator.1894.001100.	15012	$57,124.12	$1,142.48	2.00	$58,266.60	-	MERIT	18-Mar-22
Building Maintenance	Sr Administrative Spec.0242.001100.	15281	$40,161.43	$401.61	1.00	$40,563.04		MERIT	1-Apr-22
Emergency Medical Services	EMS Paramedic.0883.001100.	15609	$42,370.31	$847.41	2.00	$43,217.72	-	MERIT	1-Apr-22
Emergency Medical Services	EMS Paramedic.0830.001100.	15610	$42,370.31	$783.85	1.85	$43,154.16	-	MERIT	1-Apr-22
Information Systems	IT Specialist II.0962.001100.	15066	$56,291.56	$1,125.84	2.00	$57,417.40	-	MERIT	1-Apr-22

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	8004	001130		3728.58
01	0100	8004	002010		285.23
01	0100	8004	002020		603.29
01	0100	0581	001100	2097.32	
01	0100	0581	002010	160.44	
01	0100	0581	002020	339.35	
01	0100	0540	001100	1631.26	
01	0100	0540	002010	124.79	
01	0100	0540	002020	263.94	
01	0100	0503	001130		1125.84
01	0100	0503	001100	1125.84	
01	0100	0509	001130	401.61	
01	0100	0509	001100		401.61

Commissioners Court - Regular Session **11.**

Meeting Date: 03/22/2022

Property Tax Collections – February 2022

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax collections for the month of February 2022 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

020122-022822 GWI-RFM

020122-022822 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/10/2022 11:27 AM
Form Started By: Renee Clark		Started On: 03/10/2022 11:14 AM
Final Approval Date: 03/10/2022		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
February 28, 2022

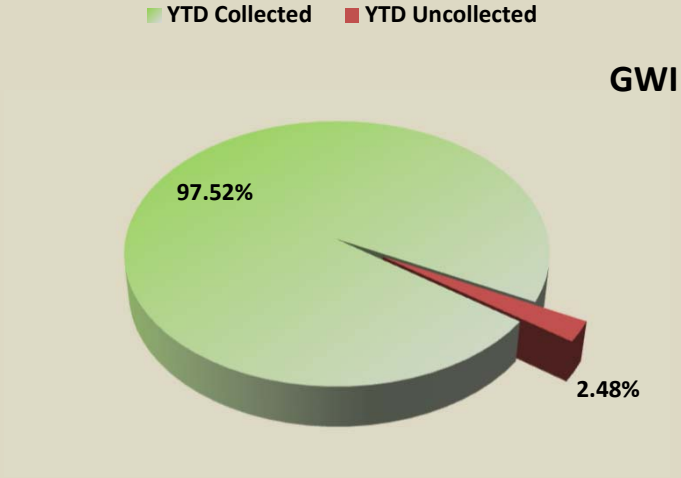
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2021	$338,165,485.42	($97,656.95)	$338,067,828.47	$4,215,604.06	$199,085.16	($294,017.36)	$8,367,556.56	$329,700,271.91	97.52%	97.58%	97.89%
2020 & Prior	$2,912,104.50	($150,183.98)	$2,761,920.52	$80,304.98	$38,973.05	$3,856.43	$2,428,031.59	$333,888.93	12.09%	16.62%	
Rollbacks	$303,027.71	$335,224.29	$638,252.00	$3,768.34	$0.00	$0.00	$68,407.65	$569,844.35	89.28%	89.28%	
Total All	$341,380,617.63	$87,383.36	$341,468,000.99	$4,299,677.38	$238,058.21	($290,160.93)	$10,863,995.80	$330,604,005.19	96.82%	96.91%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2021	$34,120,490.65	$14,333.71	$34,134,824.36	$424,187.75	$20,052.15	($29,344.06)	$849,247.85	$33,285,576.51	97.51%	97.57%	97.86%
2020 & Prior	$264,578.33	($12,559.70)	$252,018.63	$7,260.12	$3,431.75	$333.45	$219,336.26	$32,682.37	12.97%	17.52%	
Rollbacks	$28,849.49	$31,970.85	$60,820.34	$359.93	$0.00	$0.00	$6,545.00	$54,275.34	89.24%	89.24%	
Total All	$34,413,918.47	$33,744.86	$34,447,663.33	$431,807.80	$23,483.90	($29,010.61)	$1,075,129.11	$33,372,534.22	96.88%	96.97%	

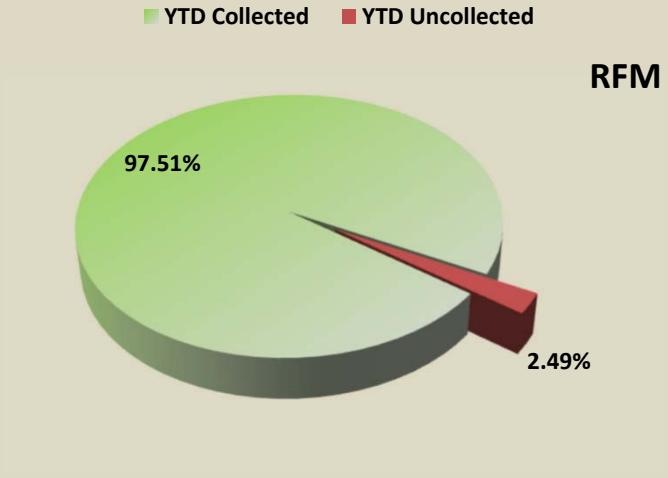
2021 COMBINED MONTHLY BREAKDOWN

Oct-21	$375,794,536.10	$47,590.91	$375,842,127.01	$13,224,298.30	$25,367.31	$503.32	$362,617,325.39	$13,224,801.62
Nov-21	$375,842,127.01	$253,452.94	$376,095,579.95	$18,249,853.40	$18,133.11	$8,781.58	$344,612,143.35	$31,483,436.60
Dec-21	$376,095,579.95	($95,829.26)	$375,999,750.69	$201,551,646.41	$24,278.10	$836.38	$142,963,831.30	$233,035,919.39
Jan-22	$375,999,750.69	($151,582.91)	$375,848,167.78	$126,527,612.67	$26,576.40	$693.71	$16,283,942.01	$359,564,225.77
Feb-22	$375,848,167.78	$67,496.54	$375,915,664.32	$4,731,485.18	$261,542.11	($319,171.54)	$11,939,124.91	$363,976,539.41

Year to Date Collection Report
Thru February 2022



Year to Date Collection Report
Thru February 2022



Percent of Roll Collected Comparison
2017-2021



Percent of Roll Collected Comparison
2017-2021



Commissioners Court - Regular Session **12.**

Meeting Date: 03/22/2022

Continuing Education acknowledgement for Terry Cook

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

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Acknowledge the completion of the continuing education provisions of Article 81.0025 of the Texas Local Government Code by Commissioner Terry Cook.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Completion Certificate

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/03/2022 12:36 PM
Form Started By: Garry Brown		Started On: 03/01/2022 10:42 AM
Final Approval Date: 03/03/2022		

COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

This is to certify that

Terry Cook

Williamson County Commissioner

has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code

2021

Debbie Gonzales Ingalsbe, Chair
Commissioners Education Committee

Rick Bailey, President
County Judges and Commissioners
Association of Texas

Commissioners Court - Regular Session **13.**

Meeting Date: 03/22/2022

Commissioner Valerie Covey CE

Submitted For: Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on noting in the minutes a Commissioners Education Certificate of Completion for County Commissioner Pct. 3 Valerie Covey. She has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code for 2021.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Valerie Covey CE Certificate

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/09/2022 08:40 AM
Form Started By: Debra Babcock		Started On: 03/07/2022 04:32 PM
Final Approval Date: 03/09/2022		

COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

This is to certify that

Valerie Covey

Williamson County Commissioner

has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code

2021

Debbie Gonzales Ingalsbe, Chair
Commissioners Education Committee

Rick Bailey, President
County Judges and Commissioners
Association of Texas

Commissioners Court - Regular Session **14.**

Meeting Date: 03/22/2022

County Investment Academy CE hours for 2021

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

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

To discuss and take appropriate action on noting in the minutes the County Clerk's CE hours from the County Investment Academy.

Background

Fifteen hours per year needed to keep status of membership in the County Investment Academy (formerly known as County Investment Officer). Texas Association of Counties organized and continues for elected officials who invest money in the duties of their job for the county they reside in or the registry of the court per judges' orders.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2021 CIO CE hours Certificate

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/09/2022 08:42 AM
Form Started By: Nancy Rister		Started On: 03/08/2022 11:10 AM
Final Approval Date: 03/09/2022		

Emmett & Miriam McCoy College of Business Administration

TEXAS ASSOCIATION OF COUNTIES

2021 Certificate of Membership

County Investment Academy

Hon. Nancy E. Rister

Successfully completed investment education that satisfies Section 2256.008 of the Texas Public Funds Investment Act. This ongoing commitment to continuing education provides maximum benefit to

Williamson County

Issued by the Texas Association of Counties the thirty-first day of December, 2021

Nathan Cradduck

Mr. Nathan Cradduck, President

Susan M Redford

Ms. Susan Redford, Executive Director

Commissioners Court - Regular Session **15.**

Meeting Date: 03/22/2022

County Attorney February 2022 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 February 2022 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

February report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/07/2022 09:54 AM
Form Started By: Stephanie Lloyd		Started On: 03/07/2022 08:35 AM
Final Approval Date: 03/07/2022		

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 February, 2022.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 7th day of March, 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-Feb-2022	31043	2020-3604	$ 495.00
		CO ATTY 3	24-Feb-2022	31128	2020-1125	$ 60.00
207015 Total						**$ 555.00**
341300	0406	CO ATTY HC FEES	07-Feb-2022	31056	HC FEES JAN 22	$ 75.00
341300 Total						**$ 75.00**
351000	0364	CO ATTY INTERVENTION	02-Feb-2022	31046	2018-6721,2019-3587,2019-4999,2020-1874,2021-0448,2021-0540	$ 2,440.00
			08-Feb-2022	31064	2021-0511 2021-0856 2021-1917	$ 1,220.00
			09-Feb-2022	31074	2020-3562, 2021-0719, 2021-1604	$ 1,360.00
			11-Feb-2022	31085	2019-5586,2021-0256,2021-0769,2021-0859,2021-1041,2021-1414	$ 2,570.00
			14-Feb-2022	31089	2020-0629,2021-0176,2021-0256	$ 730.00
			16-Feb-2022	30957-C	RECORD CORRECT ENTRY JAN 10, 2022 2020-3305, 2021-1802, 2021-2254	$ 1,360.00
					REVERSE AMOUNT ENTERED IN ERROR REC 30957 DATED JAN-10-2022	($ 2,220.00)
			18-Feb-2022	31104	2020-2187 2020-2832 2021-1560 2021-2403	$ 1,720.00
			22-Feb-2022	31109	2021-0159 2019-6757 2021-0071 2021-0361	$ 1,720.00
			23-Feb-2022	31117	2021-0937	$ 360.00
			24-Feb-2022	31128	2020-1125 2020-2134	$ 720.00
			25-Feb-2022	31135	2020-0416 2021-0596 2021-0926 2021-1155 2021-2258	$ 2,080.00
			28-Feb-2022	31142	2020-0806 2020-1388 2021-1675	$ 1,220.00
351000 Total						**$ 15,280.00**
352200	0100	CO ATTY	07-Feb-2022	31056	21-0998-CC1/MARCO ANTONIO BUENTELLO	$ 200.00
					21-1516-CC1/EFRAIN NINO	$ 400.00
					21-1552-CC2/BELINDA MARGARITA BURKS	$ 2,000.00
			22-Feb-2022	31109	21-1560-CC1/DONALD CASKEY	$ 1,600.00
		CO ATTY 2	24-Feb-2022	31128	20-03807-3/ANGEL DIAZ-BAILON	$ 678.00
352200 Total						**$ 4,878.00**
Grand Total						**$ 20,788.00**

Criminal Restitution February 2022

Date	Payor	Amount	Case #	Deposit Date
1/28/2022	Mark Gene Curl, II	$ 495.00	2020-3604	2/1/2022
		$ 495.00		
Date	Payor	Amount	Case #	Deposit Date
2/22/2022	Darien Blake Looney	$ 60.00	2020-1125	2/22/2022
		$ 60.00		

Disbursement Summary

TXWILLIAMSONP
ROD

Collection Date Range: **01/01/2022 - 01/31/2022** **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	75.00	0.00	0.00	0.00	75.00

Disbursement Summary Totals	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
	75.00	0.00	0.00	0.00	75.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
21-00057	Lamb, Ashley (PID #: 1775547)	CHKFEE	30.00	0.00	0.00	0.00	30.00
22-00002	West, Brigitte D (PID #: 366217)	CHKFEE	15.00	0.00	0.00	0.00	15.00
22-00003	Bednarek, Libby (PID #: 1796240)	CHKFEE	30.00	0.00	0.00	0.00	30.00
Totals:			**75.00**	**0.00**	**0.00**	**0.00**	**75.00**

PTI Fees February 2022

date	payor	amount	control #	deposit date
1/31/2022	Charles Augustia Nails	$ 500.00	2018-6721	2/2/2022
1/31/2022	Kenneth Brandt Marlin	$ 500.00	2019-3587	2/2/2022
1/31/2022	Shannon Leigh Crutcher	$ 360.00	2019-4999	2/2/2022
2/1/2022	Juan Guadalupe Martinez-Aguillon	$ 360.00	2020-1874	2/2/2022
2/1/2022	Jem A Davis	$ 360.00	2021-0448	2/2/2022
2/1/2022	Abby Nicole Williams	$ 360.00	2021-0540	2/2/2022
		$ 2,440.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/2/2022	Chase'kua Cherree Lacey	$ 360.00	2021-0856	2/7/2022
2/2/2022	Asher Jared Watsky	$ 500.00	2021-1917	2/7/2022
2/3/2022	Mark Richard Mellies	$ 360.00	2021-0511	2/7/2022
		$ 1,220.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/7/2022	Kerry Joe Harris	$ 500.00	2020-3562	2/9/2022
2/7/2022	Satya Srinivasa Nirmal Jonnalagedda	$ 360.00	2021-0719	2/9/2022
2/7/2022	Gabriela Acosta-Gutierrez	$ 500.00	2021-1604	2/9/2022
		$ 1,360.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/9/2022	Tahseen Ul Hassan	$ 500.00	2019-5586	2/11/2022
2/9/2022	K-La Marie Dossing	$ 500.00	2021-1414	2/11/2022
2/10/2022	Sandra Gayle Hutchings	$ 350.00	2021-0256	2/11/2022
2/10/2022	Chase Nicholas Verde	$ 360.00	2021-0769	2/11/2022

2/10/2022	Jasmin Christine Harrill	$ 500.00	2021-0859	2/11/2022
2/9/2022	Kathleen Ann Gooden	$ 360.00	2021-1041	2/11/2022
		$ 2,570.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/11/2022	Taveon Vincent Cumby	$ 360.00	2020-0629	2/14/2022
2/11/2022	James David Furry	$ 360.00	2021-0176	2/14/2022
2/11/2022	Sandra Gayle Hutchings	$ 10.00	2021-0256	2/14/2022
		$ 730.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/14/2022	Natasha Carol Bolling	$ 360.00	2021-0159	2/16/2022
2/15/2022	Cindy Esmeralda Salinas	$ 500.00	2019-6757	2/16/2022
2/15/2022	David Cogswell Vansant, Jr	$ 360.00	2021-0071	2/16/2022
2/15/2022	Marco Antonio Duque	$ 500.00	2021-0361	2/16/2022
		$ 1,720.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/16/2022	Ryan Williams McIntyre	$ 360.00	2020-2187	2/18/2022
2/16/2022	Douglas Gassaway	$ 360.00	2021-2403	2/18/2022
2/17/2022	Timothy Ranel Hill, Jr.	$ 500.00	2020-2832	2/18/2022
2/17/2022	Eric James Forester	$ 500.00	2021-1560	2/18/2022
		$ 1,720.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/19/2022	Angela Denise Cole	$ 360.00	2020-2134	2/22/2022
2/22/2022	Darien Blake Looney	$ 360.00	2020-1125	2/22/2022
		$ 720.00		

date	payor	amount	control #	deposit date
2/22/2022	Alycia Isabel Barker	$ 360.00	2021-0937	2/23/2022
		$ 360.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/23/2022	Brian Andrew Bray	$ 360.00	2021-0596	2/25/2022
2/24/2022	Joshua X Kiernan	$ 360.00	2020-0416	2/25/2022
2/24/2022	Anfernee Williams Greene	$ 360.00	2021-0926	2/25/2022
2/24/2022	Casey Elizabeth Polk	$ 500.00	2021-1155	2/25/2022
2/24/2022	Jahari Gordon Hoelscher	$ 500.00	2021-2258	2/25/2022
		$ 2,080.00		
date	**payor**	**amount**	**control #**	**deposit date**
2/25/2022	Dean Chee-Yhiang Ong	$ 360.00	2020-0806	2/28/2022
2/25/2022	Rusty Joe Wood	$ 500.00	2020-1388	2/28/2022
2/25/2022	Martin Jay Nabours	$ 360.00	2021-1675	2/28/2022
		$ 1,220.00		

Commissioners Court - Regular Session **16.**

Meeting Date: 03/22/2022

Justice of the Peace 3 FEBRUARY 2022 Monthly Report

Submitted For: Evelyn McLean **Submitted By:** Mary Alcala, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve Justice of the Peace, Pct. 3, February 2022 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

February 2022 - CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/11/2022 11:56 AM
Form Started By: Mary Alcala		Started On: 03/11/2022 11:37 AM
Final Approval Date: 03/11/2022		

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 Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of February, 2022.

Evelyn McLean

JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY, TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 4th **day of** March **2022, to certify which witness my hand and seal of office.**

Mary Alcala

NOTARY PUBLIC
in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
MARY ANN ALCALA
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 133030414

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2022 - 02/28/2022** Case Categories: **Civil**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	366.25
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	6,180.00
	0100 - General Fund Total:	**6,546.25**
	Fee Totals for All Funds:	**6,546.25**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2022 - 02/28/2022** Case Categories: **Civil**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	35.00	5	0.00	0	0.00	0	35.00	5
CCOP	Civil Copies	197.75	23	0.00	0	0.00	0	197.75	23
CERT	Certified Copy	53.50	21	0.00	0	0.00	0	53.50	21
CONT3	Constable Service Fee Pct #3	3,780.00	42	0.00	0	0.00	0	3,780.00	42
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	70.00	14	0.00	0	0.00	0	70.00	14
WSF3	JP3 - Writ Service Fee	2,400.00	16	0.00	0	0.00	0	2,400.00	16

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	6,546.25	123	0.00	0	0.00	0	6,546.25	123

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2022 - 02/28/2022** Case Categories: **Criminal**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	10.00
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	2,412.86
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	460.70
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	400.75
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	6,095.68
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	709.96
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	63,854.95
	0100 - General Fund Total:	**73,944.90**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	199.30
	0361 - JP Security Fund Total:	**199.30**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	1.95
	0365 - Child Safety Fund Total:	**1.95**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	249.11
	0367 - JP-3 Truancy Program Fund Total:	**249.11**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	199.31
	0372 - Justice Court Technology Fund Total:	**199.31**

Payment Report - G/L and Fund Summary

Transaction Date: **02/01/2022 - 02/28/2022** Case Categories: **Criminal**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	95.68
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	1,912.85
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	191.31
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	286.99
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	324.10
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	2.54
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	412.04
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	95.67
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	124.95
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	1,005.67
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	225.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	120.01
	0399 - State Agency Fund Total:	**4,796.81**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	450.00
	JP BOND Total:	**450.00**
	Fee Totals for All Funds:	**79,841.38**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2022 - 02/28/2022** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFDPS	Arrest Fee - DPS (CCP 102.011)	161.13	45	0.00	0	0.00	0	161.13	45
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	10.00	2	0.00	0	0.00	0	10.00	2
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	78.01	21	0.00	0	0.00	0	78.01	21
CB	Cash Bond	450.00	3	0.00	0	0.00	0	450.00	3
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	1,912.85	66	0.00	0	0.00	0	1,912.85	66
CFINE	County Fine	63,854.95	569	0.00	0	0.00	0	63,854.95	569
CHS	Courthouse Security Fee (CCP 102.017)	149.49	68	0.00	0	0.00	0	149.49	68
CHSJC	JP Security Fee (CCP 102.017)	49.81	68	0.00	0	0.00	0	49.81	68
COLLFEE	Collection Agency Fee	2,412.86	45	0.00	0	0.00	0	2,412.86	45
COPY	Copies	1.75	1	0.00	0	0.00	0	1.75	1
CSSF	Child Safety School Fee (CCP 102.014(c))	1.95	1	0.00	0	0.00	0	1.95	1
DDF	Deferred Disposition Fee	6,001.00	44	0.00	0	0.00	0	6,001.00	44
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	12.85	2	0.00	0	0.00	0	12.85	2
FNTC1	Child Safety Seat Fine Trauma Center	124.95	2	0.00	0	0.00	0	124.95	2
IDF	Indigent Defense Fee (LGC 133.107)	95.67	66	0.00	0	0.00	0	95.67	66
JCTF	Justice Court Technology Fee (CCP 102.0173)	199.31	68	0.00	0	0.00	0	199.31	68
JFR	Jury Reimbursement Fee (CCP 102.0045)	191.31	66	0.00	0	0.00	0	191.31	66
JTP	Juvenile Truancy Program (CCP 102.0174)	249.11	68	0.00	0	0.00	0	249.11	68
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	47.84	66	0.00	0	0.00	0	47.84	66
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	47.84	66	0.00	0	0.00	0	47.84	66
JUSFC	Judicial Support Fund - County (LGC 133.105)	28.72	66	0.00	0	0.00	0	28.72	66
JUSFS	Judicial Support Fund - State (LGC 133.105)	258.27	66	0.00	0	0.00	0	258.27	66
MVF	Moving Violation Fee (CCP 102.022)	2.54	38	0.00	0	0.00	0	2.54	38
OMNI	OMNI Fee	201.14	43	0.00	0	0.00	0	201.14	43
OMNIC	OMNI Fee - County	134.08	43	0.00	0	0.00	0	134.08	43
OMNIS	OMNI Fee - State	670.45	43	0.00	0	0.00	0	670.45	43
SFC3	Service/Arrest Fee - Const. 3	53.13	10	0.00	0	0.00	0	53.13	10
SFMCWV	State Fine - Motor Carrier Weight Violation	225.00	7	0.00	0	0.00	0	225.00	7
SFOC	Service Fee - Out of County	35.00	6	0.00	0	0.00	0	35.00	6

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2022 - 02/28/2022** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
STF	State Traffic Fee (TC 542.4031)	412.04	21	0.00	0	0.00	0	412.04	21
TPC	Time Payment Fee - County	46.73	6	0.00	0	0.00	0	46.73	6
TPS	Time Payment Fee - State	73.28	10	0.00	0	0.00	0	73.28	10
TPWF	Texas P&W Fine	460.70	7	0.00	0	0.00	0	460.70	7
UFA	Uniform Traffic Act (TC 542.403)	45.08	23	0.00	0	0.00	0	45.08	23
WARC3	Warrant Fee - Constable Pct. 3	656.83	17	0.00	0	0.00	0	656.83	17
WCSO	Williamson County Sheriff	322.74	9	0.00	0	0.00	0	322.74	9
WFDPS	Warrant Fee - DPS	162.97	5	0.00	0	0.00	0	162.97	5
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		79,841.38	1,757	0.00	0	0.00	0	79,841.38	1,757

Commissioners Court - Regular Session **17.**

Meeting Date: 03/22/2022

Justice of the Peace 4 February 2022 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, February 2022 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM FEB 2022

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2022 04:35 PM
Form Started By: Veronica Bolander		Started On: 03/16/2022 04:28 PM
Final Approval Date: 03/16/2022		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County, on my oath, state that the attached report of money collected is a true and correct report for the month of February 2022.

Signed on this the 16th day of March 2022.

JUSTICE COURT PRECINCT 4 WILLIAMSON COUNTY, TEXAS

STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: **02/01/2022 - 02/28/2022** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**14,338.71**	**14,338.71**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**14,338.71**	**14,338.71**
Tender Method Summary			
Tender Types	Cash	524.75	524.75
	Certified Payments Credit Card	5,956.46	5,956.46
	Check	2,133.00	2,133.00
	E-File Credit Card	4,757.50	4,757.50
	Money Order	967.00	967.00

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **02/01/2022 - 02/28/2022** Case Categories: **Civil; Criminal**
Locations: **JP4**

Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	2,286.59
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	4,740.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	5.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	25.59
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	2,112.17
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: Language Access Fund	231.00
01-0100-0000-370500 - Miscellaneous Revenue	L-004-4-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	3.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	382.33
	0100 - General Fund Total:	**9,785.68**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	L-004-4-01-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	50.00
	0369 - JP-4 Truancy Program Fund Total:	**50.00**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0371-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	385.00
	0370 - Alternate Dispute Resolution Fund Total:	**385.00**
0399 - State Agency Fund		
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	1,693.12
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	399.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	103.09
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	922.82
	0399 - State Agency Fund Total:	**3,118.03**
JP BOND		
01-0100-0000-207008 - JP4 Bond Liability Account	L-004-4-01-02-00002: JP4 Registry Bond Account Liability	1,000.00
	JP BOND Total:	**1,000.00**
	Fee Totals for All Funds:	**14,338.71**

Payment Report - Fee Code Summary

Transaction Date: **02/01/2022 - 02/28/2022** Case Categories: **Civil; Criminal**
Locations: **JP4**

Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	103.09	22	0.00	0	0.00	0	103.09	22
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	33.46	8	0.00	0	0.00	0	33.46	8
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	1,693.12	30	0.00	0	0.00	0	1,693.12	30
2020CDF	Compliance Dismissal Fine	80.00	8	0.00	0	0.00	0	80.00	8
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	70.00	7	0.00	0	0.00	0	70.00	7
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	382.33	30	0.00	0	0.00	0	382.33	30
2020LTF	Local Traffic Fine (TC 542.403)	55.38	19	0.00	0	0.00	0	55.38	19
2020STF	State Traffic Fine (TC 542.4031)	922.82	19	0.00	0	0.00	0	922.82	19
2020TPF	Time Payment Fee CCP 102.030	25.59	3	0.00	0	0.00	0	25.59	3
AB	Abstract	15.00	2	0.00	0	0.00	0	15.00	2
CB	Cash Bond	1,000.00	1	0.00	0	0.00	0	1,000.00	1
CCOP	Civil Copies	18.25	9	0.00	0	0.00	0	18.25	9
CERT	Certified Copy	19.50	2	0.00	0	0.00	0	19.50	2
CFINE	County Fine	2,112.17	22	0.00	0	0.00	0	2,112.17	22
CONT4	Constable Service Fee Pct #4	2,940.00	34	0.00	0	0.00	0	2,940.00	34
LT10	Overpayments < $10	3.00	1	0.00	0	0.00	0	3.00	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	385.00	77	0.00	0	0.00	0	385.00	77
SB41JCSF	Justice Court Support Fund	1,925.00	77	0.00	0	0.00	0	1,925.00	77
SB41LAF	Language Access Fund - LGC 135.155	231.00	77	0.00	0	0.00	0	231.00	77
SB41SCF	State Consolidated Fee	399.00	19	0.00	0	0.00	0	399.00	19
SFC4	Service/Arrest Fee - Const. 4	5.00	1	0.00	0	0.00	0	5.00	1
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1
WEXEC	Writ of Execution	5.00	2	0.00	0	0.00	0	5.00	2
WPOSS	Writ of Possession	60.00	12	0.00	0	0.00	0	60.00	12
WSF	Writ of Scire Facias	5.00	1	0.00	0	0.00	0	5.00	1
WSF4	JP4 - Writ Service Fee	1,800.00	13	0.00	0	0.00	0	1,800.00	13

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	14,338.71	497	0.00	0	0.00	0	14,338.71	497

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 2/01/2022-2/28/2022

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$382.33	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$133.82		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$136.55		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$109.24		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$2.72		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$382.33	$382.33			100.000000%
Collected	$382.33				

Commissioners Court - Regular Session **18.**

Meeting Date: 03/22/2022

Amendment to Contract No. CA-0001117 between TPWD and Williamson County

Submitted By: Josh Renner, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving amending Contract CA-00011117 between Texas Parks and Wildlife Department and Williamson County for restoration of spring environs at Twin Springs Preserve.

Background

This amendment is a follow-up to an agenda item approved 3/9/2021 by which Commissioner's Court acknowledged the Williamson County Conservation Foundation acceptance of a grant entitled "Restoration of spring habitat occupied by federally threatened Salado salamanders (Eurycea chisholmensis)."

The amendment updates relevant personnel (WCCF Project Coordinator), and miscellaneous provisions.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment 2 to CA-0001117

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/10/2022 11:26 AM
Form Started By: Josh Renner		Started On: 03/09/2022 10:12 AM
Final Approval Date: 03/10/2022		

AMENDMENT TO CONTRACT

THE STATE OF TEXAS)(
)(**AMENDMENT** **2** **TO CONTRACT NO.** **CA-0001117**
NO. COUNTY OF TRAVIS)(

It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered Contract to amend said contract as follows:

In accordance with the terms of the above referenced contract, TPWD hereby amends the project entitled "Restoration of spring habitat occupied by federally threatened Salado Salamanders (Eurycea chisholmensis)" as follows:

Section VIII., CONTRACT INFORMATION, is updated with a personnel change as follows:

WCCF Project coordinator
Joshua D. Renner
Director, Environmental Programs
Williamson County Conservation Foundation (WCCF)
219 Perry Mayfield
Leander, Texas 78641
512-943-1921
Josh.renner@wilco.org

Section X., MISCELLANEOUS PROVISIONS, is updated with the following new terms and conditions:

U.S. Fish and Wildlife Service Financial Assistance Award Terms and Conditions. The Service Financial Assistance Award Terms and Conditions posted on the Internet at https://www.fws.gov/grants/atc.html apply to the USFWS Subrecipient and their subrecipients and contractors.

Child Support Obligation: Performing Entity represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: “Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.”

Byrd Anti-Lobbying Amendment: Performing Entity certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Performing Entity to conduct such lobbying activities, Performing Entity shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Performing Entity acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.
Clean Air Act and Federal Water Pollution Control Act: Performing Entity represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Executive Head of a State Agency Affirmation: In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Performing Entity

certifies that it is not (1) the executive head of TPWD, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of TPWD, or (3) a person who employs a current or former executive head of TPWD.

Open Meetings: If the Performing Entity is a governmental entity, Performing Entity represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Public Camping Ban: Performing Entity certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If Performing Entity is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Performing Entity must immediately disclose the lawsuit and its current posture to TPWD.

Reporting Suspected Fraud and Unlawful Conduct: Performing Entity represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

The total reimbursable contract amount remains $ 30,645 (Thirty thousand six hundred forty-five dollars) with the minimum match requirement of $ 10,215 (Ten thousand two hundred fifteen dollars).

The Contract termination date remains December 31, 2023.

This Amendment shall become effective **upon signature of both parties.** All other terms and conditions not hereby amended are to remain in full force and effect.

TEXAS PARKS AND WILDLIFE DEPARTMENT	**WILLIAMSON COUNTY**
By: Amy Ringstaff, CTCM, CTCD Contract Specialist	By: Authorized Signature
Date	Date
SAM UEID: EVA9NVGH2K85	SAM UEID: C4BDCBLYNND6

Commissioners Court - Regular Session **19.**

Meeting Date: 03/22/2022

Approval of Waste Disposal Services with Texas Disposal Systems for the Parks 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 Services Contract between Williamson County and Texas Disposal Systems, Inc. to provide weekly commercial trash service at the Williamson County River Ranch Park in the amount of $867.00 per month, South West Regional Park in the amount of $363.00 per month, Berry Springs Park in the amount of $150.00 per month, for a 36-month term, per the quotes attached, and authorizing execution of the agreement.

Background

This agreement is for commercial waste disposal services for the Williamson County River Ranch Park for six (6) dumpsters, Southwest Regional Park for three (3) dumpsters, Berry Springs Parks for one (1) dumpster to be staged at different high volume traffic areas within the park. Three quotes were obtained. Funding Source 01.0100.3107.004430, 01.0100.3103.004430, 01.0100.3101.004430. Department point of contact is Keith Greer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote BSP

Quote RPR

Quote SWRP

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2022 09:44 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 10:25 AM
Form Started By: Andrew Portillo		Started On: 03/16/2022 10:25 AM
Final Approval Date: 03/17/2022		

DocuSign Envelope ID: CF2AA580-1D3C-47FE-8E77-C2757F7C8FE5

TEXAS DISPOSAL SYSTEMS

PO BOX 17126, AUSTIN, TX 78760 • PHONE 800-375-8375 • FAX 512-421-1325 • WWW.TEXASDISPOSAL.COM

Service Agreement [redacted]

Date: ~~2021-12-03~~ March 15, 2022 | 6:51 A
Salesperson: Cory Bruce CB

BILLING

Customer Name:
Address:
City, State, Zip:
Phone:
Email:
Contact:

Payment Terms: Credit
Purchase Order:

LOCATION

Service Name: Berry Springs Parks
Address: 1801 Co Rd 152
City, State, Zip: Georgetown , TX 78626
Phone: (512) 943-1944
Email: kgeer@wilco.org
Contact: Keith Geer

Service Start Date:
Access Hours: 24 Hour

Commercial

Qty	Product	Container Type	Frequency	Price Per Unit
1	8 YD Front Load Trash Container	Landfill	1 X Week	$150.00

Comments:

Container Placement:

Sub Total $150.00

ADDITIONAL TERMS AND CONDITIONS

1. DEFINITIONS: The following terms, as used in the agreement, shall have the meanings specified in this paragraph.

a) "Company" shall mean Texas Disposal Systems, Inc.

b) "Customer" shall mean the customer named on the front page of this Agreement

c) "Equipment" shall mean all containers, stationary and self-contained compactors and the other equipment and devices provided to Customer by the Company as specified on the front page of this Agreement. , or otherwise as supplied by Company for Customer use in accordance with the terms of the Agreement, all of which Equipment shall remain the sole and exclusive property of Company.

d) "Hazardous Materials" shall mean any substance that is toxic, ignitable, reactive, corrosive, acidic, radioactive, volatile, highly flammable or explosive and that is regulated by any local government, state government or United States government, and includes any and all materials or substances that are defined as "hazardous waste", or a "hazardous substance" pursuant to local, state or federal law or regulation. Hazardous materials include but are not restricted to asbestos, polychlorobiphenyls (PBS) and petroleum.

e) "Proper Waste Materials" or "Waste" shall mean any solid waste material or substance which Company can handle and transport without the requirement of a hazardous or toxic license or permit, which does not contain Hazardous Materials, and shall include Recyclable Material.

f) "Recyclable Material" shall be defined as material which the Company determines can be recycled included but not limited to aluminum, glass, office paper, production paper, newspaper, cardboard and plastic.

2. EQUIPMENT AND SERVICE: The Company shall deliver and install Equipment at a site designated by the Customer. The Company shall collect and dispose of all Proper Waste Materials properly deposited by Customer in the Equipment in those intervals specified on the face hereof. Customer shall notify Company of any and all recycling efforts by Customer. Company, at its option, shall collect and dispose of any and all Recyclable Material generated by Customer. The Company shall maintain and service Equipment for use under normal operating conditions provided that the Equipment is maintained and used by the Customer in accordance with the requirements hereinafter set forth.

3. DUTIES AND RESPONSIBILITIES OF CUSTOMER: Customer acknowledges that it shall have responsibility for the proper care, custody, control, safekeeping and use of the Equipment on Customer's premises and shall use the Equipment solely for the deposit of Proper Waster Materials. Proper Waste Material must be solid waste which allows the Company safely to handle and transport the waste without incurring any damage or injury to its employees, to the Company's Equipment, or vehicles, or to any third party. Customer shall be responsible for any damage to the Equipment in the event of fire, vandalism, or other damage beyond normal use and wear of the Equipment. Customer shall not overload the Equipment in either weight or volume of Proper Waste Materials as defined by federal, state or local law, regulations or ordinance. Customer shall be responsible for all liabilities that result therefrom, including any fines and penalties. All risk of loss for the damage or destruction of the Equipment on the Customer's premises shall be borne by Customer. Customer shall make no alteration or changes to the Equipment. Customer is responsible for any damage caused by an electrical drop or surge, including lightning, which is conducted into the Equipment. On collection day, Customer shall provide unobstructed access to the Equipment. If the Equipment is inaccessible, customer will be notified and any such attempts to provide service shall be charged as "extra pick up."

4. SERVICE FEE: Customer shall pay, on a monthly basis, the service fees and charges designated on the face of this Service Agreement, plus such adjustments as are calculated below:

a) Sales tax, Use tax, Fees, and Surcharges: Customer shall also be responsible for any and all ~~sales tax,~~ use tax, fees, surcharges and other charges imposed in connection with services provided under or services arising out of this Agreement. Including, without limitation, imposed charges for waste material collection, transportation, and disposal. The fees and charges in this Agreement shall, at the option of the Company, be increased and the Customer shall be responsible for paying the increased amount. The cost of any increase in the fee, as stated above, shall be distributed proportionally to each and every applicable Customer.

b) Adjustments:

i. Fuel: Since fuel costs are a significant portion of the cost of Company's services provided herein, Company reserves the right to increase the unit price of the schedule of fees, and charges in an amount equal to any equivalent unit increase in fuel costs.

ii. Landfill Fee: The monthly charge for service shall be automatically adjusted as landfill charges change, it being recognized that landfill services may increase or decrease from time to time.

iii. Consumer Price Index: The Company reserves the right to increase the fees and charges ~~hereunder from time to time~~ on an annual basis to reflect the percentage increase in the Consumer Price Index ("CPI"). CPI means the index now known as the United States Bureau of Labor Statistics, Revised Consumer Price Index for Urban Wage Earners, U.S. Cities Average, all items (1967=100). In the event that the publication of the CPI is hereinafter converted,

revised or discontinued the Company shall designate a comparable index to be used in lieu thereof for the purposes of this Agreement. Upon notice from the company, and with Customer's assent or consent, Company may increase the fees and charges hereunder in an amount in excess of such CPI percentage increase. The Customer's assent or consent may be evidenced by the practices and actions of the parties hereto.

iv. Extra Services: The Company shall be entitled to an upward adjustment for any services performed outside the Company's normal working hours or on a federal or state holiday.

c) Terms: The Customer shall be billed on a monthly basis by Company. ~~Payments shall be made on a monthly basis by the Customer, and all charges shall be due upon receipt of the Company's statement. Ten (10) days after receipt of statement, Customer shall pay late charges equal to the lesser of one and on-half percent (1 ½%) per month or the maximum lawful rate on all amounts unpaid.~~

d) Upon default, thirty (30) days after receipt, this agreement shall become immediately due and payable in full on demand. Customer, one and all, waive all demands for payment, presentations for payment, notice or intent to accelerate maturity, and notice of protest.

If this agreement is collected through an attorney for probate, bankruptcy or other proceedings, then Customer shall pay reasonable attorney's fees, court costs, interests and other applicable fees.

5. TERM: This Agreement shall be binding upon execution by the parties hereto. This Agreement shall be for an initial term of three years to commence on the Service Agreement Date and shall terminate upon the expiration of the Initial Term; provided, however, that the term of this Agreement shall automatically be renewed for successive periods of the same duration as the Initial Term without further action of the parties unless cancelled by Customer on the anniversary date of the applicable term by notifying the Company at least sixty (60) days prior to such date. The company may terminate this Agreement without cause upon thirty (30) days notice to Customer but termination with or without cause by the Company shall not release Customer from the obligation to make payment for all amounts due under this Agreement. The Company may terminate or suspend this Agreement immediately upon the failure of the Customer to pay for services rendered within the payment terms or in the event of any other breach by Customer as may be reasonably determined by the Company. In lieu of terminating this Agreement, the Company may require the Customer to pay a security for all services on a prepaid basis. Upon termination of the Agreement for any reason, the Company shall have the right to enter upon the Customer's property and to remove the Equipment from the Customer's premises at any time. Repossession of the Equipment may be accomplished without judicial process and without prior notice, and the Customer agrees to waive the benefit of any laws in favor of the Customer requiring judicial process. If Customer is not in breach of any provisions of this Agreement, Customer may terminate this Agreement before the expiration of the term in consideration for which Customer shall pay and the Company shall accept as liquidated damages, and not as a penalty, a sum equal to the amount of fees and charges charged to the Customer, and all Recyclable Material revenues received by company for the six (6) month period immediately preceding Customer's request for termination of this Agreement. If a six (6) month period has not been established, liquidated damages shall be defined as six times the expected monthly fees, charges and Recyclable Material revenues. Customer and the Company acknowledge and agree that the Company's actual damages for an early termination of this Agreement would be impossible to accurately estimate or calculate and the amount stated in this paragraph as liquidated damages is a fair and reasonable pre-estimate of the probable loss that the Company would sustain in the event of an early termination by the Customer.

6. TITLE: The Equipment is and, throughout the term hereof, shall be considered as being owned by the Company and leased to the Customer. The Company retains all ownership rights, title and interest to the Equipment. The Company may file a Financing Statement using the terms "Lessor" and "Lessee", or like terms and the Customer authorizes the Company to execute on its behalf any such Financing Agreement, Continuation Statement, or U.C.C. filing. In the event it is determined for any reason that the transaction contemplated by this Agreement is other than a lease transaction, the Customer hereby grants a security interest in and to the Equipment covered by this Agreement, and hereby authorizes the Company to execute on Customer's behalf any and all Financing or Continuation Statements as may be required to perfect and keep perfected its security interest under the Uniform Commercial Code. Title to all Proper Waste Materials including recyclable materials, shall transfer to the Company when such waste is loaded into or on to the truck. Title to materials deposited in the Equipment other than Proper Waste Materials shall remain at all times with Customer and Customer shall be responsible for all liabilities that result, including any fines or penalties.

7. CHANGES IN SERVICE: Changes in services provided by the Company or in the fees and charges paid by the Customer may be made by oral or written agreement of the parties, and the continuing actions and practices of the parties with respect to such changes shall constitute the consent and agreement of the parties to such changes. If the Customer relocates to a location within the service area of the Company, the Company shall continue the service, and this Agreement will serve as a continued Service Agreement. If the Customer feels the Company's quality of service is not satisfactory, Customer must notify the Company in writing of any dissatisfaction, and the Company agrees to solve any reasonable concern within a reasonable period of time.

Customer may change the level of service during the term of this Agreement and charges will be adjusted accordingly, provided, however, that this service adjustment must be in congruence with volume of waste generated. The Company will maintain exclusive rights to collect and dispose of all Proper Waste Materials including Recyclable Material.

8. **PREMISIS:** Customer shall prepare an adequate and fully accessible site for location of the Equipment on the Customer's premises and shall provide such utilities as shall be necessary for operation of the Equipment on-site. Customer shall provide and hereby grants the Company complete and adequate access and right-of-way to the Equipment on Customer's premises, which access and right-of-way shall bear the weight and operation of the Company's vehicles, machinery and other equipment. The Company shall have no obligation or liability for operation or passage of such vehicles, machinery and equipment (including the Equipment) on Customer's premises, and Customer hereby releases the Company from and disclaims all rights, claims and demands with respect to such operation or passage of vehicles, machinery and equipment by the Company, provided however, nothing herein shall be construed to release the Company from responsibility for acts of gross negligence or willfulness on the part of the Company's employees in the operations of such vehicles and equipment on the Customer's premises outside of said right-or-way. The Company shall not be responsible for damage to curbs, paved or unpaved driving surfaces, or base structures resulting from service of an agreed location of the Equipment.

9. RELEASE AND INDEMNIFICATION: CUSTOMER AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE COMPANY, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AGENTS AND THE HEIRS, EXECUTORS, SUCCESSORS AND ASSIGNS OF ANY AND ALL OF THEM (COLLECTIVELY, THE "*INDEMNIFIED PARTIES*") FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABLITY OF EVERY KIND, INCLUDING ALL EXPENSE OF LITIGATION, COURT COSTS AND ATTORNEYS FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR ATTRIBUTED TO, DIRECTLY OR INDIRECTLY, OR IN ANY WAY RELATED TO THIS AGREEMENT OR CUSTOMER'S PERFORMANCE OF ANY WORK OR OTHER ACTIVITIES RELATED HERETO, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CUSTOMER OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CUSTOMER OR ANYONE FOR WHOSE ACTS CUSTOMER MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CUSTOMER OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF CUSTOMER AND ANY SUCH SUBCONTRACTOR(S) THAT IN SUCH EVENT CUSTOMER IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CUSTOMER'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CUSTOMER UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. CUSTOMER AGREES TO PROCURE ADEQUATE LIABILITY INSURANCE, COVERING ITS OBLIGATIONS UNDER THIS PARAGRAPH. THE INDEMNIFICATION SET FORTH IN THIS PARAGRAPH IS FOR THE DIRECT BENEFIT OF THE INDEMNIFIED PARTIES AND SHALL BE ENFORCEABLE BY EACH OF THEM ACTING ALONE OR TOGETHER.

10. **MISCELLANEAOUS:** All provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns, and the warranties and indemnities contained herein shall survive the termination of the Agreement. None of the Customer's rights or obligations hereunder may be assigned or delegated without the prior written consent of the Company. Any provision hereof which is unenforceable under applicable law will be ineffective to the extent of such prohibition or unenforceability without invalidating the remainder thereof or the remaining provisions hereof and it is the intention of the parties hereto that, in lieu of such unenforceable provision, there be added as part of the Agreement, a provision as similar in terms as possible to the unenforceable provision which is enforceable. This Agreement is made and entered into in the State of Texas, shall be construed under the laws of the State of Texas and is fully performable in all Texas counties. Any notices required to be given by this Agreement may be given by mailing same, certified mail, return receipt requested, addressed to the Company or the Customer as shown on the reverse side of hereof. Any notice shall be deemed effective three (3) days after deposit in the United States Mail. Notice given in any other manner shall be effective only when received. Either party may change its address for notice by the above-described method. The Company shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Company. This Agreement may not be amended except by a subsequent agreement of the parties, oral, written, or by continued acts of the parties.

TEXAS DISPOSAL SYSTEMS

PO BOX 17126, AUSTIN, TX 78760 • PHONE 800-375-8375 • FAX 512-421-1325 • WWW.TEXASDISPOSAL.COM

COMMERCIAL CONTAINER GUIDELINES

The following items can be placed in the Single Stream Recycling Container.
Items must be loose and NOT in bags

- Paper
  - Office paper
  - Magazines
  - Catalogs
  - Newspaper
  - Envelopes
  - File folders
  - Sticky notes

- Cardboard or Boxboard
  - Shipping boxes
  - Shoe Boxes
  - Cereal Boxes
  - Food Boxes

- Empty Containers made of Plastic, Metal, Aluminum, or Glass
  - Soda cans
  - Water bottles
  - Glass bottles
  - Soup cans
  - Plastic containers

The following is a list of items NOT allowed in trash OR recycling frontload or sideload containers.

- Construction Materials: i.e. concrete, wood, paint, solvents, thinners
- Furniture: i.e. couches, sofas, mattresses, box springs
- Appliances
- Air Conditioners, Refrigerators, or anything with Freon
- Oil, Oil rags or filters (unless drainer for at least 24 hours)
- Industrial or Hazardous Chemicals
- Tires
- Fluorescent Tubes or Light bulbs
- Medical Waste
- Herbicides or Pesticides
- Radioactive Materials
- Dirt, Sand, Landscape or Yard Waste
- Dead Animals
- Automotive Batteries
- Any items which will not fit inside the container
- Any items that would get stuck in the container
- Any items left outside of the container

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Company:	Texas Disposal Systems	Customer:	
TDS Signature:	Cory Bruce	Authorizing Signature:	
Name:	Cory Bruce	Name:	
Title:	Sales Supervisor	Title:	Customer
Date:	~~12/3/2021~~ 3/15/2022	Date Signed:	

Attachment A to Service Agreement QUO-_____

- Pricing: Term of agreement and stated prices shall be for three (3) years from date of execution.
- 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.
- Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.
- 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 Customer will only be liable for its pro rata share of services rendered and goods actually received.
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- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- Right to Audit: Company agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any and all books, documents, papers and records of Company which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Company agrees that Customer shall have access during normal working hours to all necessary Company facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Company reasonable advance notice of intended audits.

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Service Agreement [redacted]

March 15, 2022 | 6:57 AM PI

Date: ~~2021-12-03~~ CB
Salesperson: Cory Bruce

BILLING

Customer Name:
Address:
City, State, Zip:
Phone:
Email:
Contact:

Payment Terms: Credit
Purchase Order:

LOCATION

Service Name: River Ranch Park
Address: 1751 Co RD 282
City, State, Zip: Liberty Hill , TX 78642
Phone: (512) 943-1944
Email: kgeer@wilco.org
Contact: Keith Geer

Service Start Date:
Access Hours: 24 hour

Commercial

Qty	Product	Container Type	Frequency	Price Per Unit
1	8 YD Front Load Trash Container	Landfill	1 X Week	$171.00
4	6 YD Front Load Trash Container	Landfill	1 X Week	$588.00
1	3 YD Front Load Trash Container	Landfill	1 X Week	$108.00

Comments:

Container Placement:

Sub Total $867.00

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ADDITIONAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The following terms, as used in the agreement, shall have the meanings specified in this paragraph.

a) "Company" shall mean Texas Disposal Systems, Inc.

b) "Customer" shall mean the customer named on the front page of this Agreement

c) "Equipment" shall mean all containers, stationary and self-contained compactors and the other equipment and devices provided to Customer by the Company as specified on the front page of this Agreement. , or otherwise as supplied by Company for Customer use in accordance with the terms of the Agreement, all of which Equipment shall remain the sole and exclusive property of Company.

d) "Hazardous Materials" shall mean any substance that is toxic, ignitable, reactive, corrosive, acidic, radioactive, volatile, highly flammable or explosive and that is regulated by any local government, state government or United States government, and includes any and all materials or substances that are defined as "hazardous waste", or a "hazardous substance" pursuant to local, state or federal law or regulation. Hazardous materials include but are not restricted to asbestos, polychlorobiphenyls (PBS) and petroleum.

e) "Proper Waste Materials" or "Waste" shall mean any solid waste material or substance which Company can handle and transport without the requirement of a hazardous or toxic license or permit, which does not contain Hazardous Materials, and shall include Recyclable Material.

f) "Recyclable Material" shall be defined as material which the Company determines can be recycled included but not limited to aluminum, glass, office paper, production paper, newspaper, cardboard and plastic.

2. **EQUIPMENT AND SERVICE:** The Company shall deliver and install Equipment at a site designated by the Customer. The Company shall collect and dispose of all Proper Waste Materials properly deposited by Customer in the Equipment in those intervals specified on the face hereof. Customer shall notify Company of any and all recycling efforts by Customer. Company, at its option, shall collect and dispose of any and all Recyclable Material generated by Customer. The Company shall maintain and service Equipment for use under normal operating conditions provided that the Equipment is maintained and used by the Customer in accordance with the requirements hereinafter set forth.

3. **DUTIES AND RESPONSIBILITIES OF CUSTOMER:** Customer acknowledges that it shall have responsibility for the proper care, custody, control, safekeeping and use of the Equipment on Customer's premises and shall use the Equipment solely for the deposit of Proper Waster Materials. Proper Waste Material must be solid waste which allows the Company safely to handle and transport the waste without incurring any damage or injury to its employees, to the Company's Equipment, or vehicles, or to any third party. Customer shall be responsible for any damage to the Equipment in the event of fire, vandalism, or other damage beyond normal use and wear of the Equipment. Customer shall not overload the Equipment in either weight or volume of Proper Waste Materials as defined by federal, state or local law, regulations or ordinance. Customer shall be responsible for all liabilities that result therefrom, including any fines and penalties. All risk of loss for the damage or destruction of the Equipment on the Customer's premises shall be borne by Customer. Customer shall make no alteration or changes to the Equipment. Customer is responsible for any damage caused by an electrical drop or surge, including lightning, which is conducted into the Equipment. On collection day, Customer shall provide unobstructed access to the Equipment. If the Equipment is inaccessible, customer will be notified and any such attempts to provide service shall be charged as "extra pick up."

4. **SERVICE FEE:** Customer shall pay, on a monthly basis, the service fees and charges designated on the face of this Service Agreement, plus such adjustments as are calculated below:

a) Sales tax, Use tax, Fees, and Surcharges: Customer shall also be responsible for any and all ~~sales tax,~~ use tax, fees, surcharges and other charges imposed in connection with services provided under or services arising out of this Agreement. Including, without limitation, imposed charges for waste material collection, transportation, and disposal. The fees and charges in this Agreement shall, at the option of the Company, be increased and the Customer shall be responsible for paying the increased amount. The cost of any increase in the fee, as stated above, shall be distributed proportionally to each and every applicable Customer.

b) Adjustments:

i. Fuel: Since fuel costs are a significant portion of the cost of Company's services provided herein, Company reserves the right to increase the unit price of the schedule of fees, and charges in an amount equal to any equivalent unit increase in fuel costs.

ii. Landfill Fee: The monthly charge for service shall be automatically adjusted as landfill charges change, it being recognized that landfill services may increase or decrease from time to time.

iii. Consumer Price Index: The Company reserves the right to increase the fees and charges ~~hereunder from time to time~~ on an annual basis to reflect the percentage increase in the Consumer Price Index ("CPI"). CPI means the index now known as the United States Bureau of Labor Statistics, Revised Consumer Price Index for Urban Wage Earners, U.S. Cities Average, all items (1967=100). In the event that the publication of the CPI is hereinafter converted,

revised or discontinued the Company shall designate a comparable index to be used in lieu thereof for the purposes of this Agreement. Upon notice from the company, and with Customer's assent or consent, Company may increase the fees and charges hereunder in an amount in excess of such CPI percentage increase. The Customer's assent or consent may be evidenced by the practices and actions of the parties hereto.

iv. Extra Services: The Company shall be entitled to an upward adjustment for any services performed outside the Company's normal working hours or on a federal or state holiday.

c) Terms: The Customer shall be billed on a monthly basis by Company. ~~Payments shall be made on a monthly basis by the Customer, and all charges shall be due upon receipt of the Company's statement. Ten (10) days after receipt of statement, Customer shall pay late charges equal to the lesser of one and on half percent (1 ½%) per month or the maximum lawful rate on all amounts unpaid.~~

d) Upon default, thirty (30) days after receipt, this agreement shall become immediately due and payable in full on demand. Customer, one and all, waive all demands for payment, presentations for payment, notice or intent to accelerate maturity, and notice of protest.

If this agreement is collected through an attorney for probate, bankruptcy or other proceedings, then Customer shall pay reasonable attorney's fees, court costs, interests and other applicable fees.

5. TERM: This Agreement shall be binding upon execution by the parties hereto. This Agreement shall be for an initial term of three years to commence on the Service Agreement Date and shall terminate upon the expiration of the Initial Term; provided, however, that the term of this Agreement shall automatically be renewed for successive periods of the same duration as the Initial Term without further action of the parties unless cancelled by Customer on the anniversary date of the applicable term by notifying the Company at least sixty (60) days prior to such date. The company may terminate this Agreement without cause upon thirty (30) days notice to Customer but termination with or without cause by the Company shall not release Customer from the obligation to make payment for all amounts due under this Agreement. The Company may terminate or suspend this Agreement immediately upon the failure of the Customer to pay for services rendered within the payment terms or in the event of any other breach by Customer as may be reasonably determined by the Company. In lieu of terminating this Agreement, the Company may require the Customer to pay a security for all services on a prepaid basis. Upon termination of the Agreement for any reason, the Company shall have the right to enter upon the Customer's property and to remove the Equipment from the Customer's premises at any time. Repossession of the Equipment may be accomplished without judicial process and without prior notice, and the Customer agrees to waive the benefit of any laws in favor of the Customer requiring judicial process. If Customer is not in breach of any provisions of this Agreement, Customer may terminate this Agreement before the expiration of the term in consideration for which Customer shall pay and the Company shall accept as liquidated damages, and not as a penalty, a sum equal to the amount of fees and charges charged to the Customer, and all Recyclable Material revenues received by company for the six (6) month period immediately preceding Customer's request for termination of this Agreement. If a six (6) month period has not been established, liquidated damages shall be defined as six times the expected monthly fees, charges and Recyclable Material revenues. Customer and the Company acknowledge and agree that the Company's actual damages for an early termination of this Agreement would be impossible to accurately estimate or calculate and the amount stated in this paragraph as liquidated damages is a fair and reasonable pre-estimate of the probable loss that the Company would sustain in the event of an early termination by the Customer.

6. TITLE: The Equipment is and, throughout the term hereof, shall be considered as being owned by the Company and leased to the Customer. The Company retains all ownership rights, title and interest to the Equipment. The Company may file a Financing Statement using the terms "Lessor" and "Lessee", or like terms and the Customer authorizes the Company to execute on its behalf any such Financing Agreement, Continuation Statement, or U.C.C. filing. In the event it is determined for any reason that the transaction contemplated by this Agreement is other than a lease transaction, the Customer hereby grants a security interest in and to the Equipment covered by this Agreement, and hereby authorizes the Company to execute on Customer's behalf any and all Financing or Continuation Statements as may be required to perfect and keep perfected its security interest under the Uniform Commercial Code. Title to all Proper Waste Materials including recyclable materials, shall transfer to the Company when such waste is loaded into or on to the truck. Title to materials deposited in the Equipment other than Proper Waste Materials shall remain at all times with Customer and Customer shall be responsible for all liabilities that result, including any fines or penalties.

7. CHANGES IN SERVICE: Changes in services provided by the Company or in the fees and charges paid by the Customer may be made by oral or written agreement of the parties, and the continuing actions and practices of the parties with respect to such changes shall constitute the consent and agreement of the parties to such changes. If the Customer relocates to a location within the service area of the Company, the Company shall continue the service, and this Agreement will serve as a continued Service Agreement. If the Customer feels the Company's quality of service is not satisfactory, Customer must notify the Company in writing of any dissatisfaction, and the Company agrees to solve any reasonable concern within a reasonable period of time.

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Company:	Texas Disposal Systems	Customer:	
TDS Signature:	Cory Bruce	Authorizing Signature:	
Name:	Cory Bruce	Name:	
Title:	Sales Supervisor	Title:	Customer
Date:	~~12/3/2021~~ 3/15/2022	Date Signed:	

Attachment A to Service Agreement QUO-_____

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TEXAS DISPOSAL SYSTEMS

PO BOX 17126, AUSTIN, TX 78760 • PHONE 800-375-8375 • FAX 512-421-1325 • WWW.TEXASDISPOSAL.COM

Service Agreement [redacted] March 15, 2022 | 6:57 AM PD

Date: ~~2021-12-03~~ CB
Salesperson: Cory Bruce

BILLING

Customer Name:
Address:
City, State, Zip:
Phone:
Email:
Contact:

Payment Terms: Credit
Purchase Order:

LOCATION

Service Name: Southwest Regional Park
Address: 3005 Co Rd 175
City, State, Zip: Leander, TX 78641
Phone: (512) 943-1944
Email: kgeer@wilco.org
Contact: Keith Geer

Service Start Date:
Access Hours: 24 Hour

Commercial

Qty	Product	Container Type	Frequency	Price Per Unit
3	8 YD Front Load Trash Container	Landfill	1 X Week	$363.00

Comments:

Container Placement:

Sub Total $363.00

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ADDITIONAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The following terms, as used in the agreement, shall have the meanings specified in this paragraph.

a) "Company" shall mean Texas Disposal Systems, Inc.

b) "Customer" shall mean the customer named on the front page of this Agreement

c) "Equipment" shall mean all containers, stationary and self-contained compactors and the other equipment and devices provided to Customer by the Company as specified on the front page of this Agreement. , or otherwise as supplied by Company for Customer use in accordance with the terms of the Agreement, all of which Equipment shall remain the sole and exclusive property of Company.

d) "Hazardous Materials" shall mean any substance that is toxic, ignitable, reactive, corrosive, acidic, radioactive, volatile, highly flammable or explosive and that is regulated by any local government, state government or United States government, and includes any and all materials or substances that are defined as "hazardous waste", or a "hazardous substance" pursuant to local, state or federal law or regulation. Hazardous materials include but are not restricted to asbestos, polychlorobiphenyls (PBS) and petroleum.

e) "Proper Waste Materials" or "Waste" shall mean any solid waste material or substance which Company can handle and transport without the requirement of a hazardous or toxic license or permit, which does not contain Hazardous Materials, and shall include Recyclable Material.

f) "Recyclable Material" shall be defined as material which the Company determines can be recycled included but not limited to aluminum, glass, office paper, production paper, newspaper, cardboard and plastic.

2. **EQUIPMENT AND SERVICE:** The Company shall deliver and install Equipment at a site designated by the Customer. The Company shall collect and dispose of all Proper Waste Materials properly deposited by Customer in the Equipment in those intervals specified on the face hereof. Customer shall notify Company of any and all recycling efforts by Customer. Company, at its option, shall collect and dispose of any and all Recyclable Material generated by Customer. The Company shall maintain and service Equipment for use under normal operating conditions provided that the Equipment is maintained and used by the Customer in accordance with the requirements hereinafter set forth.

3. **DUTIES AND RESPONSIBILITIES OF CUSTOMER:** Customer acknowledges that it shall have responsibility for the proper care, custody, control, safekeeping and use of the Equipment on Customer's premises and shall use the Equipment solely for the deposit of Proper Waster Materials. Proper Waste Material must be solid waste which allows the Company safely to handle and transport the waste without incurring any damage or injury to its employees, to the Company's Equipment, or vehicles, or to any third party. Customer shall be responsible for any damage to the Equipment in the event of fire, vandalism, or other damage beyond normal use and wear of the Equipment. Customer shall not overload the Equipment in either weight or volume of Proper Waste Materials as defined by federal, state or local law, regulations or ordinance. Customer shall be responsible for all liabilities that result therefrom, including any fines and penalties. All risk of loss for the damage or destruction of the Equipment on the Customer's premises shall be borne by Customer. Customer shall make no alteration or changes to the Equipment. Customer is responsible for any damage caused by an electrical drop or surge, including lightning, which is conducted into the Equipment. On collection day, Customer shall provide unobstructed access to the Equipment. If the Equipment is inaccessible, customer will be notified and any such attempts to provide service shall be charged as "extra pick up."

4. **SERVICE FEE:** Customer shall pay, on a monthly basis, the service fees and charges designated on the face of this Service Agreement, plus such adjustments as are calculated below:

a) Sales tax, Use tax, Fees, and Surcharges: Customer shall also be responsible for any and all ~~sales tax,~~ use tax, fees, surcharges and other charges imposed in connection with services provided under or services arising out of this Agreement. Including, without limitation, imposed charges for waste material collection, transportation, and disposal. The fees and charges in this Agreement shall, at the option of the Company, be increased and the Customer shall be responsible for paying the increased amount. The cost of any increase in the fee, as stated above, shall be distributed proportionally to each and every applicable Customer.

b) Adjustments:

i. Fuel: Since fuel costs are a significant portion of the cost of Company's services provided herein, Company reserves the right to increase the unit price of the schedule of fees, and charges in an amount equal to any equivalent unit increase in fuel costs.

ii. Landfill Fee: The monthly charge for service shall be automatically adjusted as landfill charges change, it being recognized that landfill services may increase or decrease from time to time.

iii. Consumer Price Index: The Company reserves the right to increase the fees and charges ~~hereunder from time to time~~ on an annual basis to reflect the percentage increase in the Consumer Price Index ("CPI"). CPI means the index now known as the United States Bureau of Labor Statistics, Revised Consumer Price Index for Urban Wage Earners, U.S. Cities Average, all items (1967=100). In the event that the publication of the CPI is hereinafter converted,

revised or discontinued the Company shall designate a comparable index to be used in lieu thereof for the purposes of this Agreement. Upon notice from the company, and with Customer's assent or consent, Company may increase the fees and charges hereunder in an amount in excess of such CPI percentage increase. The Customer's assent or consent may be evidenced by the practices and actions of the parties hereto.

iv. Extra Services: The Company shall be entitled to an upward adjustment for any services performed outside the Company's normal working hours or on a federal or state holiday.

c) Terms: The Customer shall be billed on a monthly basis by Company. ~~Payments shall be made on a monthly basis by the Customer, and all charges shall be due upon receipt of the Company's statement. Ten (10) days after receipt of statement, Customer shall pay late charges equal to the lesser of one and on-half percent (1 ½%) per month or the maximum lawful rate on all amounts unpaid.~~

d) Upon default, thirty (30) days after receipt, this agreement shall become immediately due and payable in full on demand. Customer, one and all, waive all demands for payment, presentations for payment, notice or intent to accelerate maturity, and notice of protest.

If this agreement is collected through an attorney for probate, bankruptcy or other proceedings, then Customer shall pay reasonable attorney's fees, court costs, interests and other applicable fees.

5. TERM: This Agreement shall be binding upon execution by the parties hereto. This Agreement shall be for an initial term of three years to commence on the Service Agreement Date and shall terminate upon the expiration of the Initial Term; provided, however, that the term of this Agreement shall automatically be renewed for successive periods of the same duration as the Initial Term without further action of the parties unless cancelled by Customer on the anniversary date of the applicable term by notifying the Company at least sixty (60) days prior to such date. The company may terminate this Agreement without cause upon thirty (30) days notice to Customer but termination with or without cause by the Company shall not release Customer from the obligation to make payment for all amounts due under this Agreement. The Company may terminate or suspend this Agreement immediately upon the failure of the Customer to pay for services rendered within the payment terms or in the event of any other breach by Customer as may be reasonably determined by the Company. In lieu of terminating this Agreement, the Company may require the Customer to pay a security for all services on a prepaid basis. Upon termination of the Agreement for any reason, the Company shall have the right to enter upon the Customer's property and to remove the Equipment from the Customer's premises at any time. Repossession of the Equipment may be accomplished without judicial process and without prior notice, and the Customer agrees to waive the benefit of any laws in favor of the Customer requiring judicial process. If Customer is not in breach of any provisions of this Agreement, Customer may terminate this Agreement before the expiration of the term in consideration for which Customer shall pay and the Company shall accept as liquidated damages, and not as a penalty, a sum equal to the amount of fees and charges charged to the Customer, and all Recyclable Material revenues received by company for the six (6) month period immediately preceding Customer's request for termination of this Agreement. If a six (6) month period has not been established, liquidated damages shall be defined as six times the expected monthly fees, charges and Recyclable Material revenues. Customer and the Company acknowledge and agree that the Company's actual damages for an early termination of this Agreement would be impossible to accurately estimate or calculate and the amount stated in this paragraph as liquidated damages is a fair and reasonable pre-estimate of the probable loss that the Company would sustain in the event of an early termination by the Customer.

6. TITLE: The Equipment is and, throughout the term hereof, shall be considered as being owned by the Company and leased to the Customer. The Company retains all ownership rights, title and interest to the Equipment. The Company may file a Financing Statement using the terms "Lessor" and "Lessee", or like terms and the Customer authorizes the Company to execute on its behalf any such Financing Agreement, Continuation Statement, or U.C.C. filing. In the event it is determined for any reason that the transaction contemplated by this Agreement is other than a lease transaction, the Customer hereby grants a security interest in and to the Equipment covered by this Agreement, and hereby authorizes the Company to execute on Customer's behalf any and all Financing or Continuation Statements as may be required to perfect and keep perfected its security interest under the Uniform Commercial Code. Title to all Proper Waste Materials including recyclable materials, shall transfer to the Company when such waste is loaded into or on to the truck. Title to materials deposited in the Equipment other than Proper Waste Materials shall remain at all times with Customer and Customer shall be responsible for all liabilities that result, including any fines or penalties.

7. CHANGES IN SERVICE: Changes in services provided by the Company or in the fees and charges paid by the Customer may be made by oral or written agreement of the parties, and the continuing actions and practices of the parties with respect to such changes shall constitute the consent and agreement of the parties to such changes. If the Customer relocates to a location within the service area of the Company, the Company shall continue the service, and this Agreement will serve as a continued Service Agreement. If the Customer feels the Company's quality of service is not satisfactory, Customer must notify the Company in writing of any dissatisfaction, and the Company agrees to solve any reasonable concern within a reasonable period of time.

Customer may change the level of service during the term of this Agreement and charges will be adjusted accordingly, provided, however, that this service adjustment must be in congruence with volume of waste generated. The Company will maintain exclusive rights to collect and dispose of all Proper Waste Materials including Recyclable Material.

8. PREMISIS: Customer shall prepare an adequate and fully accessible site for location of the Equipment on the Customer's premises and shall provide such utilities as shall be necessary for operation of the Equipment on-site. Customer shall provide and hereby grants the Company complete and adequate access and right-of-way to the Equipment on Customer's premises, which access and right-of-way shall bear the weight and operation of the Company's vehicles, machinery and other equipment. The Company shall have no obligation or liability for operation or passage of such vehicles, machinery and equipment (including the Equipment) on Customer's premises, and Customer hereby releases the Company from and disclaims all rights, claims and demands with respect to such operation or passage of vehicles, machinery and equipment by the Company, provided however, nothing herein shall be construed to release the Company from responsibility for acts of gross negligence or willfulness on the part of the Company's employees in the operations of such vehicles and equipment on the Customer's premises outside of said right-or-way. The Company shall not be responsible for damage to curbs, paved or unpaved driving surfaces, or base structures resulting from service of an agreed location of the Equipment.

9. RELEASE AND INDEMNIFICATION: CUSTOMER AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE COMPANY, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AGENTS AND THE HEIRS, EXECUTORS, SUCCESSORS AND ASSIGNS OF ANY AND ALL OF THEM (COLLECTIVELY, THE "*INDEMNIFIED PARTIES*") FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABLITY OF EVERY KIND, INCLUDING ALL EXPENSE OF LITIGATION, COURT COSTS AND ATTORNEYS FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR ATTRIBUTED TO, DIRECTLY OR INDIRECTLY, OR IN ANY WAY RELATED TO THIS AGREEMENT OR CUSTOMER'S PERFORMANCE OF ANY WORK OR OTHER ACTIVITIES RELATED HERETO, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CUSTOMER OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CUSTOMER OR ANYONE FOR WHOSE ACTS CUSTOMER MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CUSTOMER OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF CUSTOMER AND ANY SUCH SUBCONTRACTOR(S) THAT IN SUCH EVENT CUSTOMER IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CUSTOMER'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CUSTOMER UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. CUSTOMER AGREES TO PROCURE ADEQUATE LIABILITY INSURANCE, COVERING ITS OBLIGATIONS UNDER THIS PARAGRAPH. THE INDEMNIFICATION SET FORTH IN THIS PARAGRAPH IS FOR THE DIRECT BENEFIT OF THE INDEMNIFIED PARTIES AND SHALL BE ENFORCEABLE BY EACH OF THEM ACTING ALONE OR TOGETHER.

10. MISCELLANEAOUS: All provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns, and the warranties and indemnities contained herein shall survive the termination of the Agreement. None of the Customer's rights or obligations hereunder may be assigned or delegated without the prior written consent of the Company. Any provision hereof which is unenforceable under applicable law will be ineffective to the extent of such prohibition or unenforceability without invalidating the remainder thereof or the remaining provisions hereof and it is the intention of the parties hereto that, in lieu of such unenforceable provision, there be added as part of the Agreement, a provision as similar in terms as possible to the unenforceable provision which is enforceable. This Agreement is made and entered into in the State of Texas, shall be construed under the laws of the State of Texas and is fully performable in all Texas counties. Any notices required to be given by this Agreement may be given by mailing same, certified mail, return receipt requested, addressed to the Company or the Customer as shown on the reverse side of hereof. Any notice shall be deemed effective three (3) days after deposit in the United States Mail. Notice given in any other manner shall be effective only when received. Either party may change its address for notice by the above-described method. The Company shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Company. This Agreement may not be amended except by a subsequent agreement of the parties, oral, written, or by continued acts of the parties.

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COMMERCIAL CONTAINER GUIDELINES

The following items can be placed in the Single Stream Recycling Container.
Items must be loose and NOT in bags

- Paper
  - Office paper
  - Magazines
  - Catalogs
  - Newspaper
  - Envelopes
  - File folders
  - Sticky notes

- Cardboard or Boxboard
  - Shipping boxes
  - Shoe Boxes
  - Cereal Boxes
  - Food Boxes

- Empty Containers made of Plastic, Metal, Aluminum, or Glass
  - Soda cans
  - Water bottles
  - Glass bottles
  - Soup cans
  - Plastic containers

The following is a list of items NOT allowed in trash OR recycling frontload or sideload containers.

- Construction Materials: i.e. concrete, wood, paint, solvents, thinners
- Furniture: i.e. couches, sofas, mattresses, box springs
- Appliances
- Air Conditioners, Refrigerators, or anything with Freon
- Oil, Oil rags or filters (unless drainer for at least 24 hours)
- Industrial or Hazardous Chemicals
- Tires
- Fluorescent Tubes or Light bulbs
- Medical Waste
- Herbicides or Pesticides
- Radioactive Materials
- Dirt, Sand, Landscape or Yard Waste
- Dead Animals
- Automotive Batteries
- Any items which will not fit inside the container
- Any items that would get stuck in the container
- Any items left outside of the container

Thank you for doing business with Texas Disposal Systems. For more information please contact us at (800) 375-8375 or visit our website at www.texasdisposal.com

TEXAS DISPOSAL SYSTEMS

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Company:	Texas Disposal Systems	Customer:	
TDS Signature:	Cory Bruce	Authorizing Signature:	
Name:	Cory Bruce	Name:	
Title:	Sales Supervisor	Title:	Customer
Date:	~~12/3/2021~~ 3/15/2022	Date Signed:	

Attachment A to Service Agreement QUO-_____

- Pricing: Term of agreement and stated prices shall be for three (3) years from date of execution.

- 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.

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

- 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 Customer will only be liable for its pro rata share of services rendered and goods actually received.

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

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

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

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

Commissioners Court - Regular Session **20.**

Meeting Date: 03/22/2022

Approval of Staffing Agreement with HireQuest LLC for the Expo Center for Parks 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 Temporary Staffing Agreement between HireQuest LLC and Williamson County and authorizing the execution of the Agreement.

Background

HireQuest LLC quote and attached agreement covers the needs for the Expo additional staffing help before, during and after special events. The labor force is needed for several upcoming events that include the Taylor Rodeo, Best of the Best Cattle Sale, Special Olympics, H.O.T. Working Equitation, Trinity Farms, and Summer Circuit. Williamson County granted exemption from the competitive bidding requirements under LGC 262.023 (a)(4) "a personal or professional service" during the 3.19.2019 Commissioners' Court meeting, agenda item #46. $7,000.00 is the budgeted amount. Funding Source: 01.0100.3106.004100. Department point of contact is Jason Brown.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2022 10:02 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 10:22 AM
Form Started By: Andrew Portillo		Started On: 03/15/2022 10:01 AM
Final Approval Date: 03/17/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES AGREEMENT
(Temporary Labor for Expo Center)

THIS SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County" or "Client"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **HireQuest LLC, 111 Springhall Drive, Goose Creek, SC 294457**, (hereinafter "Service Provider" or "HireQuest"). The County agrees to engage Service Provider as an independent Contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. As described in Rate Agreement and Staffing Agreement for Temporary Labor Services dated February 16, 2022, which are incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in above-referenced agreements, such additional services shall be described in a separate written amendment to this Agreement wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Agreement has been signed by both parties.

II.

Effective Date and Term: This Agreement shall be in full force and effect when signed by all parties and shall continue through September 30, 2022. This Agreement may be renewed for additional twelve (12) month terms upon approval of a written renewal

addendum for subsequent fiscal years, and may also be terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fee schedule set forth in attached **Rate Agreement dated February 16, 2022, and incorporated herein as if copied in full.** Additionally, 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.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Agreement is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE

Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

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

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

V.

Entire Agreement & 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. HireQuest Rate Agreement and Staffing Agreement for Temporary Labor Services dated February 16, 2022; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Agreement and any of the above-referenced Agreement documents/exhibits or incorporated documents.

VI.

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

VII.

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

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

VIII.

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

IX.

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

X.

Termination: 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.

XI.

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

XII.

Severability: In case any one or more of the provisions contained in this 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.

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Agreement.

XVII.

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

XVIII.

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

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

WILLIAMSON COUNTY:

_____
County Judge

_____
Printed Name

Date: _____, 2022

SERVICE PROVIDER:

_____
Authorized Signature

Andrea Holloway
Printed Name

Date: March 4, 2022

(HireQuest LLC Rate Agreement and Staffing Agreement for Temporary Labor Services dated February 16, 2022, which are incorporated herein as if copied in full.)

RATE AGREEMENT

Branch: Austin **Salesperson:** Jen **Date:** 2/16/22

Customer Name: Williamson Co Expo **Customer ID:** _____

Jobsite Name: _____ **Jobsite Number:** _____

Jobsite Address: _____

Certified Payroll: _____

Site Contact: _____ **Site Contact Cell:** _____

Jobsite Requires PO Numbers: _____ **Send Invoice to: Office Address Requested:** _____ **Bill to Site:** _____

SKILL RATES

SKILL:	General labor	Bill Rate :	$18.95
SKILL:	Heavy lifter/demo	Bill Rate :	$21.95
SKILL:	SemiSkilled/nights	Bill Rate :	$24.95
SKILL:	Skilled	Bill Rate :	$34.95

15+miles=$30/day Driver only
Transportation / Mileage

Background Checks

Drug Screen

Other (Please Specify)

Overtime will be billed at one and one-half times the regular bill rate for the time worked over forty hours in a pay period or over eight hours per day as mandated by state labor law. We have a four-hour per worker minimum sales requirement for all job orders.

Rates are subject to change at any time upon 30 days written notice.

Temp-to-perm hire is acceptable at no cost after 480 working hours. If the Assigned Employee works less than the requisite hours, a temp-to-hire fee will apply.

The undersigned hereby certifies that the information in this Rate Agreement is correct. The undersigned understands that HIREQUEST or HIREQUEST DIRECT may utilize other sources of information, which it considers necessary in making its determination on rates and payment terms. The undersigned confirms the information and Bill Rates above as agreed upon in relation to services from the above-listed HIREQUEST or HIREQUEST DIRECT location.

PLEASE SIGN BELOW
RETURN ORIGINAL-COMPLETED FORM TO YOUR OFFICE

Client Authorized Signature

Client Email

Client Printed Name

Date

Client Title

Jen Reed
HireQuest Representative

Commissioners Court - Regular Session **21.**

Meeting Date: 03/22/2022

Approval of Purchase of Envelopener and Maintenance from Opex Corporation for the Tax Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase and agreement between Opex Corporation and Williamson County for an Envelopener and the annual maintenance in the amount of $21,825.00, and authorizing execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Tax Assessor Collector's Office by providing automated envelope opening. The Tax Office issued 21RFQ61, a request for quotes, in Bonfire and received three submissions. Of those three submissions the Opex's solution provides the best value to the Tax Office. Attached is the proposal as well as the maintenance agreement. The Envelopener will be purchased in full, not leased, at a total of $19,365.00 for equipment and freight. Annual maintenance for the initial term is $2,460.00. Maintenance will be invoiced annually at current rates. IT, Legal, audit, and budget have reviewed this purchase. This expenditure will be charged to Tax Office discretionary funds. Department contact is Matt Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

County Addendum

Proposal

Maintenance Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2022 08:54 PM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 07:59 AM
Form Started By: Erica Smith		Started On: 03/09/2022 10:18 AM
Final Approval Date: 03/17/2022		

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR ENVELOPENER
(Tax Office)

(Opex Corporation)

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Opex Corporation** (hereinafter "Opex"). Customer agrees to engage Opex as an independent contractor, to assist in providing certain operational goods/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. OPEX Proposal #[redacted];
B. Opex Maintenance & Support Agreement(s); and
C. This Williamson County Addendum ("County Addendum").

In the event a dispute arises between terms and conditions of: 1) this County Addendum; (2) the Maintenance & Support Agreement(s); and (3) OPEX Proposal [redacted] 2022), applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) terms and conditions of this County Addendum; (2) the Maintenance & Support Agreement(s); and (3) OPEX Proposal [redacted] 2022).

II.

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

III.

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

IV.

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

V.

Payment: Opex will be compensated as set forth in the OPEX Proposal #175056-2(03-MAR-2022), which is incorporated herein as if copied in full.

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

VI.

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

VII.

Right to Audit: Opex agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Opex which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Opex agrees that Customer shall have access during normal working hours to all necessary Opex facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Opex reasonable advance notice of intended audits. In no circumstances will Opex be required to create or maintain documents not kept in the ordinary course of Opex' business operations, nor will Opex be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

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

IX.

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

X.

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.

XI.

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

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

WILLIAMSON COUNTY:	OPEX CORPORATION:
_____	Winnie W. Chow, Director, Legal Affairs
Authorized Signature	Authorized Signature
Date:_____, 2022	Date: March 7, 2022

This Proposal is Prepared Exclusively For:

Judy Kocian
Williamson County Tax
jkocian@wilco.org

OMATION 306

[redacted]

03-MAR-2022

Submitted by:

Auby Brown
ABrown@opex.com

OPEX Corporation
305 Commerce Drive
Moorestown, NJ 08057-4234
United States

Tel: +1 856.727.1100
Fax: +1 856.727.1955

PRODUCT DESCRIPTION

Introduction

I am pleased to submit this proposal for the OMATION Model 306 Envelopener, and the Model 306s Envelopener with Sort Capability. The Model 306 is, quite simply, the world's most advanced envelope opener because it is capable of doing so much more than merely open envelopes - it can sort them, too, and also print on them with remarkable ease at remarkable speeds!

OPEX Corporation has been the technological leader in mailroom automation since 1973, when we introduced our first mail extraction system. Since then, we have grown considerably, with offices in the U.S and Europe. You' ll find OPEX equipment in thousands of mailrooms throughout the world, delivering the highest levels of performance for companies who depend upon the rapid, reliable processing of mail.

OPEX added the OMATION product line to its portfolio in 1994. OMATION offers joggers and envelope openers for virtually any size shop and mail volume.

OMATION Envelopeners have been available since 1974, and have become the global best seller. They set the standard for excellence as the most accurate and economical high speed openers on the market today. Thousands of OMATION Envelopeners are on the job in businesses and governmental agencies throughout the world.

OMATION products are manufactured to be durable, powerful and reliable. They are made using the highest quality components and workmanship and are virtually indestructible.

On the rare occasions when maintenance may be required, OPEX stands ready to provide assistance through its National Service Organization -- the largest and most comprehensive service organization in the industry. All technicians are direct employees of OPEX, not subcontractors. They have undergone rigorous training in the field, and receive continuing product education on a routine basis.

OMATION Model 306

The OMATION Model 306, with its ability to operate at a rated speed of up to 40,000 envelopes per hour, contains OPEX's latest mail opening technology and sets a new standard for high volume mail processing.

The improved milling cutter with 8 cut-depth positions removes chips as small as 0.01" from the envelope edge, producing a soft, feathered edge while protecting valuable envelope contents. Even overnight delivery envelopes are no match for the Model 306. Both Models include three conveniently placed mail tray holders that are easily accessible to the operator.

Equipped with a new and robust operator control software interface, multiple job setups can be done with ease and flexibility via Job Options. The Model 306 allows multiple operators to configure unique job settings while providing optional password protection. The machine even supports multiple languages!

OMATION Model 306s

Most significantly, the Model 306 is also available with enhanced sorting capabilities as the Model 306s. Using the convenient Sort Wizard, envelopes can be output to two locations based on programmable criteria such as thickness, length, and height.

Sorting options make the Model 306s a perfect fit for applications that require verification of contents either before or after extraction. Because of its ability to identify "clean mail" from "exception mail," the Model 306s also helps to insure maximum productivity from mail extraction equipment by allowing operators to concentrate on extracting envelope

contents from "clean" batches instead of trying to handle exceptions at the same time.

The Model 306s' **thickness** measurement can identify empty envelopes, those with a single sheet, two sheets, etc., any thickness up to 1/2". The machine can also identify **length** in operator-defined increments, up to 11-1/2". **Height** detection will detect envelopes that exceed a preset height set by the operator, up to 5".

Model 306 / 306s Options

-- **Batching Capability:** Allows items to be grouped together in pre-selected lot sizes

-- **90 Degree Powered Conveyor:** Adds capacity; gives operators more space to manage output

-- **Hi-Speed Inkjet Printer:** Prints date and time, predetermined custom strings, and unique ID tag postnet barcoding - at full speed on envelopes up to 3/16" thick

-- **Stats Printer:** Produces a variety of statistics reports for monitoring machine performance

PAYMENT OPTIONS

OPEX understands that in today's fast-paced business environment where new initiatives and process implementations are commonplace, many customers want to be able to take advantage of the latest technological advancements and innovations. However, we also recognize that budgets are tight, and that keeping costs under control is an important consideration.

OPEX is therefore pleased to offer flexible payment and financing options designed to suit the unique needs of our customers. For those who would like to purchase the equipment outright, OPEX's traditional payment terms make this possible. However, for those customers who desire the predictability of a consistent monthly payment, combined with the option of periodically refreshing their OPEX equipment and technology, the OPEX Planned Replacement Program offers an excellent alternative. Both options are described in further detail below. By signing the proposal you agree to either purchase the equipment outright or enter into a financing agreement subject to the terms of the OPEX Planned Replacement Program described below.

Product configuration and pricing can be found on the last page of this proposal. Prices quoted are those currently in effect and will be held firm for ninety (90) days from the date of this proposal. Prices quoted are FOB Moorestown, NJ. Terms of payment are net thirty (30) days from date of delivery. All applicable taxes and freight charges are additional.

The prices listed in this proposal are contingent upon purchasing the quantity listed. If the purchased quantity varies from the quoted quantity, the price of each unit may be adjusted accordingly as set forth in OPEX's price schedules. All prices are subject to change on a periodic basis.

PRODUCT SHIPMENT INFORMATION: OPEX does not inventory our products and will provide an estimated shipping date within ten (10) calendar days after receipt of your firm equipment order. Shipments are currently running approximately 80 to 100 calendar days ARO. However, due to the continuing impact of the COVID-19 virus on the global supply chain together with increasingly high demand for raw materials and electronic components, please be advised that we could experience delivery delays due to delays imposed by OPEX suppliers. We are diligently working with our suppliers to ensure the availability of supplied components and raw materials. While we do not anticipate changing your initial estimated delivery date, OPEX will promptly notify you regarding any scheduling changes to your order. Thank you in advance for your patience and for your investment in OPEX equipment and services.

Freight Information:

Freight charges quoted on the pricing page of this proposal are estimated and are subject to change without notice. The actual freight charges will be determined on the actual date of payment, which may be higher or lower than the freight costs listed in this proposal.

Please add $75.00 if a lift gate is needed for delivery.

PURCHASE PAYMENT TERMS

If you choose to purchase the equipment outright, terms of payment are net thirty (30) days from the date of delivery.

OPEX PLANNED REPLACEMENT PROGRAM

OPEX offers an enticing alternative to purchasing the equipment outright: The OPEX Planned Replacement Program ("OPRP"). The OPRP is a financing option that provides you several advantages while also being kind to your bottom line:

- The OPRP provides consistent, predictable monthly payments at competitive rates - ideal for planning and budgeting purposes;
- The OPRP improves cash flow - pay for the equipment over time rather than absorbing the up-front cost of acquisition;
- The OPRP is ideal for both short-term needs (36 months) and long-term needs (up to 60 months) - at the conclusion of the OPRP term you have the option of purchasing the equipment outright or rolling over into a new OPRP term; and, best of all
- **The OPRP is an excellent choice if you want to periodically update your processing capabilities with the newest in OPEX products and technology - simply choose the length and payment terms that fit your budget and, subject to credit approval, you will continue to enjoy the benefits of OPEX equipment for years to come**.

OPEX's Planned Replacement Program is administered by our business partner, Americor Capital, Inc., located at 2655 E. Oakley Park Rd., Suite 204, Commerce Township, MI 48390.

You will find a separate pricing sheet at the back of this proposal that lists monthly OPRP charges for 36, 48, or 60 months based on the total purchase price of the products, less taxes, freight charges, trade-in allowances, service costs, or license fees (all of which will be paid separately by you to Americor).

Please note that the prices quoted for the OPEX Planned Replacement Program, as well as delivery of the equipment, are contingent upon prior credit approval by Americor and execution and delivery of final approved documentation, including returning a signed copy of this proposal to OPEX, and also signing and returning all documents required by Americor.

INSTALLATION AND TRAINING

The purchase price includes not only the equipment, but also the initial installation of the equipment and the training of machine operators using your media. OPEX Sales and Service Teams will oversee all aspects of installation and thoroughly test machine components to insure that everything is running smoothly. Besides this initial training, OPEX also provides periodic on-site refresher training, at no additional cost, for the life of the equipment.

WARRANTY INFORMATION

OPEX warrants to the original purchaser that, a.) OPEX shall transfer good title to the Product to purchaser; b.) All services provided by OPEX pursuant to this proposal will be performed in a good and workmanlike manner, based upon commercially reasonable practices and standards; and c.) OPEX shall repair or replace defective parts, including labor, and shall perform preventive maintenance at no cost to purchaser for a period of 90 days commencing from the date of delivery. Labor during the warranty period is limited to OPEX's standard maintenance hours, 7 AM to 3 PM, Monday through Friday, excluding OPEX holidays.

THE FOREGOING EXPRESS WARRANTIES ARE EXCLUSIVE AND MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OPEX SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ITS PERFORMANCE PURSUANT TO THIS PROPOSAL, THE PRODUCTS OR SERVICES SOLD HEREUNDER, OR THEIR USE BY PURCHASER, AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO PROPERTY, PERSONS OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW, ARISING OUT OF OR IN CONNECTION WITH THIS PROPOSAL, THE PRODUCTS AND SERVICES SOLD HEREUNDER, OR THE OPERATION OF THE PRODUCTS, REGARDLESS OF WHETHER OR NOT OPEX HAS ACTUAL KNOWLEDGE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. PURCHASER AND OPEX AGREE THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE PURCHASE PRICE OF A PARTICULAR PRODUCT OR THE COST OF A SERVICE HEREUNDER, WHICHEVER IS LESS. ALL ACTIONS ON THE WARRANTIES, HEREUNDER MUST BE COMMENCED WITHIN SIX (6) MONTHS OF THE DATE OF DELIVERY OR BE OTHERWISE LOST. THIS LIMITED WARRANTY AND THE LIMITATION ON REMEDIES CONTAINED HEREIN ARE REFLECTED IN THE PURCHASE PRICE OF THE PRODUCTS.

SERVICE INFORMATION

The focus of the OPEX service contract is to provide a regular schedule of preventive maintenance. The contract covers all parts required during the contract year, plus labor for preventive maintenance and labor for unlimited demand calls. Simple cleaning of the machine by the customer is necessary at the end of each shift for proper operation. Service pricing is quoted per machine for a single shift of coverage and usage, payable annually in advance. Additional service is prorated based on usage and contracted coverage. Taxes, freight and consumable items are not included. Upon renewal of the contract, the pricing schedule then in effect will apply. Terms of payment are net thirty (30) days from the date of invoice.

Proprietary Components

Certain products and product features utilize proprietary components, processes, software, and technical support materials developed or supplied by OPEX Corporation or its authorized third-party providers. These proprietary materials are covered by various patents, copyrights, and licenses and may not be copied, reproduced or altered in any manner without prior written authorization and licensing from OPEX. Some of these proprietary materials also carry additional annual licensing fees, as indicated within this proposal.

In order to protect these proprietary materials from unauthorized use, OPEX may require end users to sign a separate software use license agreement, generally prior to installation of the equipment. Even in the absence of a signed agreement, end users must pay any annual license fees applicable to the software as a condition of being able to use licensed materials, with payment constituting acceptance of the terms set forth in any applicable software use license agreement.

CONFIDENTIALITY

The information contained in this document is proprietary and may not be distributed to any third party without the prior written consent of OPEX.

CONTACT INFORMATION

At OPEX Corporation, we strive to provide the highest levels of customer satisfaction from all facets of the company. I look forward to meeting with you in person to review this proposal and answer any questions you may have. You can also visit our website at **www.opex.com** to find out more about OPEX products and services. Should you need to speak with me in the meantime, please do not hesitate to contact me at 856.727.1100, or simply reply to my email. Thank you again for the opportunity to serve your organization.

PLANNED REPLACEMENT PROGRAM

305 Commerce Drive
Moorestown NJ 08057
United States

Phone :
Fax : 856-727-1955
[redacted]

Proposal : [redacted]

SHIP TO:

Williamson County Tax
904 S. Main Street
Georgetown, WILLIAMSON
United States

Proposed Equipment	Equipment Purchase Price
OM306	18,500.00
Terms	**OPRP Monthly Amount***
36 Months	531.14
48 Months	451.22
60 Months	389.43

*Equipment Purchase Price and OPRP Monthly Amounts do not include taxes, freight charges, trade-in allowance, maintenance service fees, or licensing fees. Any applicable software licensing
and/or maintenance service fees are due on an annual basis in accordance with OPEX's published rates and terms then in effect. These fees are normally itemized on the annual Maintenance Agreement invoice, but are billed separately in the event you do not have an OPEX service contract.

You are not required to purchase the proposed equipment through the OPEX Planned Replacement Program ("OPRP"). The OPRP information and pricing are automatically provided with every proposal to provide end users of our equipment with flexible payment and financing options to suit their unique needs. Should you wish to purchase the equipment outright, please disregard this sheet, and simply sign and return the following sales proposal pricing page.

OPRP is administered by our partner, Americor Capital, Inc., located at 2655 E. Oakley Park Rd., Suite 204, Commerce Township, MI 48390.

Please note that the price quoted for OPRP, as well as delivery of the equipment, are contingent upon prior credit approval by Americor and execution and delivery of final approved documentation, including returning a signed copy of this proposal to OPEX, and also signing and returning all documents required by Americor.

For further details regarding OPRP and the quoted pricing, please contact your OPEX Account Executive, or Mr. Jim Malone with Americor at 248.313.9629 ext 22, or via email at jmalone@americorcap.com.

By signing below, I acknowledge that I have reviewed and agree to be bound by the terms and conditions set forth in this proposal. I authorize Americor to initiate the Planned Replacement Program with OPEX. Please reserve a slot on your production schedule for the proposed equipment. I understand and agree, however, that the equipment will not be produced or shipped by OPEX until such time as OPEX receives a firm purchase order from Americor.

Signature : _____

Name : _____

Title : _____

Date : _____

SALES PROPOSAL

305 Commerce Drive
Moorestown NJ 08057
United States

Phone :
Fax : 856-727-1955
Email : ABrown@opex.com

Proposal : 175056 - 2
Date : 03-MAR-2022

BILL TO:
Williamson County Tax
904 S. Main Street
Georgetown,WILLIAMSON
TX 78626
US

SHIP TO:
Attn:Judy Kocian
Williamson County Tax
904 S. Main Street
Georgetown, WILLIAMSON
TX 78626
United States

QTY	DESCRIPTION	OPEX LIST PRICE	SELL PRICE	LINE TOTAL
1	OMATION 306 NORTH AMERICAN	15,075.00	15,075.00	15,075.00
1	HI-SPEED INK-JET PRNTR OMATION 306	3,425.00	3,425.00	3,425.00
1	Service : OMATION 306 NORTH AMERICAN	1,970.00	1,970.00	1,970.00
1	Service : HI-SPEED INK-JET PRNTR OMATION 306	490.00	490.00	490.00
1	FREIGHT ESTIMATE	865.00	865.00	865.00

EQUIPMENT (USD)	18,500.00
SERVICE (USD)	2,460.00
FREIGHT (USD)	865.00
TOTAL (USD)	21,825.00

Any applicable software licensing and/or maintenance fees are due on an annual basis in accordance with OPEX's published rates and terms then in effect. These fees are normally itemized on the annual Maintenance Agreement invoice, but are billed separately in the event you do not have an OPEX service contract.

To place an order, please return one signed original to OPEX with your payment or purchase order. Thank you.

Signature : _____

Name : _____

Title : _____

Date : _____

P.O. #. (Optional) _____

MASTER MAINTENANCE AGREEMENT ("Agreement")
By and between OPEX CORPORATION ("Vendor") and
Williamson County Tax Office ("Customer")

To Be Determined (Following Conclusion of the 90 Day Warranty Period) / 2022 ("Effective Date")

1. BASIC TERMS.

1.1 *Equipment Covered.* The machines specifically identified by serial number on Exhibit "A" shall be covered by this Agreement (collectively "Equipment"). Vendor shall furnish "Maintenance Service" (as defined in Paragraph 2.1 below) on Equipment at Customer's various Equipment "Sites" (as defined in Paragraph 2.2 below). Upon mutual agreement between the parties, and pursuant to the terms herein, Equipment may be added or deleted from the Exhibit "A" from time to time. All Maintenance Service shall be provided in consideration for the payment of Vendor's maintenance charges set forth herein, plus all sales and use taxes and such other governmental charges as may be imposed on the provision of goods and services hereunder. Service rates for the first year of this Agreement are detailed within Exhibit "B."

1.2 *Effective Date; Renewals.* Maintenance Service shall begin on the Effective Date listed above and shall continue for one year ("Initial Term"). This Agreement may be renewed from year-to-year upon the mutual agreement of both parties ("Renewal Term"). Payment by Customer of Vendor's invoicing for any Renewal Term shall be deemed as mutual agreement by the parties to renew this Agreement. Rates during any Renewal Term are subject to Vendors then current pricing.

1.3 *Equipment Not Previously Covered.* Any machine which Customer seeks to add to this Agreement that has not been continuously covered by a maintenance agreement with Vendor since the expiration of its warranty period, shall be subject to inspection by Vendor. After such inspection, if Vendor, in its sole discretion, determines that the machine is not operating in conformity with the "Published Specifications" (as defined in Paragraph 1.4 below), the machine shall be restored to good operating condition at Customer's expense, subject to Vendor's then current rates, as a condition of adding the machine to Exhibit "A."

1.4 *Routine Cleaning.* The day-to-day routine cleaning and minor adjustments on the Equipment, as described in both Vendor's equipment operating manuals and other supplementary material ("Published Specifications") which may be furnished by Vendor to Customer from time to time, shall be performed by Customer. Vendor will notify Customer in writing if the Customer fails to perform routine cleaning on the Equipment.

2. MAINTENANCE SERVICE.

2.1 *Maintenance Service, Generally.* Maintenance Service is defined as all labor and replacement parts necessitated by normal wear and tear from operation of the Equipment in accordance with Vendor's Published Specifications, in order to maintain the Equipment in good operating condition ("Maintenance Service").

2.2 *Definition of Customer's Equipment Site(s).* "Site" is defined as the one (1) floor within Customer's premises specified in Exhibit "A." Equipment moved to a different Site is subject to the limitations described in Paragraph 7.1(j) below.

2.3 *Service Calls.* Preventive Maintenance Service calls are those periodic calls initiated by Vendor to keep the Equipment operating in accordance with Vendor's Published Specifications ("PM's"). Demand Maintenance Service calls are those calls initiated by Customer to request that Vendor repair Equipment that is malfunctioning or not operating in accordance with the Published Specifications ("Demand Calls"). (A PM may be performed in conjunction with a Demand Call placed by Customer, depending upon, and at the discretion of, Vendor's service technician.) The minimum number of PM's and maximum number of Demand Calls for each piece of Equipment are outlined in the chart below.

Machine Type	Models 72;51;60; 50	AS180	AS3600; AS3690; AS7200i; Falcon; Falcon +; FalconV; FalconV +	Eagle; System 150; IEM; MPE 5.0/ 7.5	MPS 30; 40	Omation	DS1225/ DS2200	Mail Matrix
Demand	unltd	unltd	unltd	unltd	unltd	unltd	unltd	Unltd
Preventive Maintenance	12	12	6	12	12	4	4	2

Demand Calls in excess of the maximum may be billed at Vendor's then current rates. Additionally, if Vendor, in its sole discretion, determines that the number of "unlimited" calls becomes unreasonable, Vendor reserves the right to charge for excessive Demand Calls after providing written notice to Customer.

2.4 *Field Service Reports.* Vendor shall furnish a summary of the Maintenance Service provided to the Customer upon completion of each Maintenance Service call ("Field Service Report"). The Field Service Report shall contain the following information: (1) date and time of arrival; (2) specific identification of Equipment serviced; (3) time of Maintenance Service; (4) description of the malfunction (if any); and (5) list of parts replaced.

2.5 *Response Times.* For Eagle, System 150, IEM, MPS 30/40, Mail Matrix, and MPE 5.0/7.5 Equipment (collectively "Capital Equipment"), Vendor shall exert all reasonable efforts to respond to Demand Calls within two (2) hours after such call is received by Vendor, during the designated "Coverage Hours" (as defined in Paragraph 3.3 below). For all other Equipment, Vendor shall exert all reasonable efforts to respond to Demand Call requests within four (4) hours after such call is received by Vendor, during the designated Coverage Hours.

2.6 *On-Site Coverage.* For a Site with Eagle or System 150 and IEM Equipment, Maintenance Service may be provided on an "On-Site" basis, defined as Maintenance Service provided by a service technician physically located at, and solely dedicated to, the Site. On-Site coverage availability will be determined at the sole discretion of Vendor, and shall be subject to Vendor's then current rates.

2.7 *Parts.* Only new standard parts or parts of equal quality shall be used in providing Maintenance Service. Title to all replacement parts provided during the course of providing Maintenance Service pursuant to this Agreement will pass to Customer upon installation.

3. GENERAL TERMS.

3.1 *Standard Maintenance Charge.* Vendor's standard maintenance charge provides for Maintenance Service to Equipment covered during any mutually agreed upon Coverage Hours, subject to the terms and conditions set forth in Paragraph 3 below ("Standard Maintenance Charge").

3.2 *Equipment Usage Charge.* Actual Equipment usage shall be measured by Vendor every three (3) months or thirteen (13) weeks ("Quarterly Basis"). Any particular piece of Equipment which processes envelopes in excess of the volumes specified below shall be subject to an additional charge ("Additional Usage Charge"). Additional Usage Charges shall be calculated on half-shift increments; and shall be invoiced based upon 25% of Vendor's Standard Maintenance Charge.

To the extent that the number of envelopes processed by a particular piece of Equipment exceeds the numbers set forth below on a Quarterly Basis, an Additional Usage Charge shall apply:

Equipment	Envelopes per quarter
Eagle	6,500,000
System 150	4,550,000
IEM	4,550,000
MPS 30	11,375,000
MPS 40	16,380,000
MPE 5.0	1,820,000
MPE 7.5	2,275,000
AS180/DS1225/DS2200	N/A*
AS3600/AS3690/AS7200	N/A*
Falcon/Falcon +/FalconV/FalconV +	N/A*
Models 50/51/60/72	N/A*
Mail Matrix	N/A*
Omation Equipment	N/A*

*NOTE: In the event that Equipment usage is extraordinary, Vendor, in its sole discretion, reserves the right to establish an Additional Usage Charge for this Equipment after providing Customer written notice.

3.3 *Maintenance Service Coverage Hours, Generally.* All Equipment located at a particular Site must be maintained during the same Maintenance Service schedule ("Coverage Hours"). Coverage Hours shall be governed by the terms and conditions set forth below.

3.3.1 *Coverage Hours for a Site with an Eagle or System 150.* For a Site with an Eagle or System 150, Coverage Hours shall be one (1) consecutive five (5) day per week period, eight (8) consecutive hours per day, excluding "Vendor Holidays" (as defined in Paragraph 3.5 below). Customer shall designate the Coverage Hours, which shall be the same each day, and for all Equipment located at the particular Site. Upon thirty (30) days written notice, Customer may shift the eight (8) consecutive Coverage Hours.

3.3.2 *Coverage Hours for a Site without an Eagle or System 150.* For a Site without an Eagle or System 150, Coverage Hours shall be 7:00 am to 3:00 pm (Site local time), Monday through Friday, excluding Vendor Holidays.

3.4 *Altering Coverage Hours.* Customer shall be able to increase, decrease or shift, the Coverage Hours for a Site. However, in no event, may the Coverage Hours be decreased to less than forty (40) hours per week.

3.4.1 *Increasing Coverage Hours.* Upon thirty (30) days written notice, Customer may increase the Coverage Hours for a particular Site. Any increase in the Coverage Hours shall be subject to Vendor personnel availability and subject to Vendor's then current rates based upon half shift increments.

3.4.2 *Decreasing Coverage Hours*. Upon sixty (60) days written notice, Customer may decrease the Coverage Hours for a particular Site. This 60-day notice period applies to any decrease in Maintenance Service, including removing Equipment or Equipment options, reducing the number of covered shifts, or total termination of Maintenance Service for a Site. The notice period shall begin to run from the date on which Vendor receives the written notification. Upon receipt of the 60-day notice, Customer will be provided a credit for any unused Maintenance Service towards future Equipment or Maintenance Service, calculated from the date of the expiration of the sixty (60) day period.

3.4.3 *Shifting Coverage Hours.* Upon thirty (30) days written notice, Customer may shift the Coverage Hours for a particular Site. Any shift in the Coverage Hours shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.5 *Vendor Holidays.* Vendor observes the following holidays: New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve; and Christmas Day. Upon thirty (30) days written notice, Customer may obtain Maintenance Service coverage on Vendor Holidays. When one of the above designated Vendor Holiday(s) is on a Saturday or Sunday, the Vendor Holiday(s) will be observed on the date observed by the federal government and/or by Vendor. Vendor Holiday coverage shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.6 "Weekend" *Coverage.* Upon thirty (30) days written notice, Customer may obtain Maintenance Service coverage on the two days per week not covered pursuant to either Paragraph 3.3.1 or Paragraph 3.3.2 above, whichever is applicable ("Weekend Coverage"). Weekend coverage shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.7 *Invoicing.* Vendor shall invoice Customer annually in advance for the Standard Maintenance Charge. Any additional service charges (eg machine restoration pursuant to Paragraph 1.3, Weekend Coverage, etc.) shall be invoiced quarterly in arrears. Terms of payment are net thirty (30) days from date the invoice is issued. Late payments shall bear interest at the lesser of (i) 2% per month or (ii) the highest permissible rate by law, payable monthly.

4. PROPRIETARY TECHNOLOGY AND DIAGNOSTICS; CONFIDENTIALITY.

4.1 *Technology.* Vendor holds intellectual property rights in the Equipment, which includes the Equipment's computer operating system, software components and mechanical components (collectively "Technology"). No licenses, either express or implied, under any patents are granted by Vendor to Customer hereunder, except as expressly stated herein. Customer agrees that it shall not copy, remove, use (except for operation of the Equipment in accordance with the Published Specifications), or disclose Technology to any third party.

4.2 *Diagnostics.* In providing Maintenance Service, Vendor utilizes certain software diagnostics ("Diagnostics"). Vendor holds intellectual property rights in the Diagnostics, and the Diagnostics are for Vendor's exclusive use. Except with the express written consent of Vendor, Customer shall not use, copy, remove, or alter the Diagnostics. It is understood and agreed by Customer that upon termination of this Agreement, Customer shall either: (i) Return the Diagnostics to Vendor at Vendor's expense; or (ii) Purchase, according to Vendor's then current rates, a non-exclusive, non-transferable and personal limited license to use the Diagnostics.

4.3 *Confidential Information.* During the term of this Agreement, either party may have access to, or be given, certain technical information or data, customer information or data, manuals, drawings, sketches, models, samples, tools, or the like, of the other Party, which are of a confidential and/or proprietary nature (collectively "Information"). All Information furnished to the receiving party, whether written, oral or otherwise, shall remain the sole and exclusive property of the disclosing party. Upon request, all Information shall be returned to the disclosing party. Unless such Information: (i) was previously known to the receiving party free of any obligation to keep it confidential; (ii) is subsequently made public by the disclosing party or by a third party, other than by breach of agreement; or (iii) is required to be disclosed to any governmental agency or court of competent jurisdiction by written order or decree (in which case the disclosing party shall be given prompt notice by the receiving party of such order or decree, and shall be given an opportunity to contest or direct such disclosure); the Information shall be kept confidential by the Receiving Party and shall be used solely for the purposes of fulfilling the terms of this Agreement.

5. WARRANTY; WARRANTY LIMITATIONS.

Vendor warrants that all work required to be performed hereunder shall conform to the descriptions contained in this Agreement and will be performed in a professional manner according to generally accepted industry standards. THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT.

6. INFRINGEMENT AND GENERAL INDEMNIFICATION.

6.1 *Patent, Copyright and Trademark Infringement Indemnification.* Vendor will (i) indemnify, hold harmless and defend Customer, at Vendor's expense, from and against any claim brought against Customer alleging that any portion of the Equipment infringes a European Union, Canadian or United States patent, copyright, trademark, or other intellectual property right, of any third party; and (ii) hold Customer harmless from and against all costs and damages finally awarded, provided that Vendor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim.

6.1.1 *Infringement Defense.* In the defense or settlement of a claim pursuant to Paragraph 6.1 above, Vendor may: (i) obtain for Customer the right to continue using the Equipment; (ii) replace or modify the Equipment so that it becomes non-infringing; or (iii) if remedies (i) and (ii) are not reasonably available, grant Customer a depreciated refund pro-rata based upon a sixty (60) month life, measured from the original installation date of the Equipment.

6.1.2. *Infringement Indemnification Limitations.* Vendor shall not have any liability if the alleged infringement is based upon the use or sale of the Equipment in combination with other products or devices not furnished or approved by Vendor. VENDOR DISCLAIMS ALL OTHER LIABILITY FOR PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE RIGHTS STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

6.2 *General Indemnity.* Each Party shall indemnify and hold harmless the other party, its affiliates, and its and their directors, officers, employees and agents from and against all losses, liabilities, judgments, awards, settlements, damages, fines, injuries, penalties and costs (including legal fees and expenses) to or in favor of others, as well as all claims, causes of action and suits by others; including without limitation employees, subcontractors or agents of the indemnified party and its affiliates for personal injury (including death) or real and/or tangible property damage, arising out of acts or omission to act under this Agreement.

6.3 *Defense of Claim.* In the event of any such claim set forth in Paragraph 6.2 above, at the request of the indemnified party, the indemnifying party shall at its sole expense defend all claims, suits or proceedings

arising out of the foregoing. The indemnifying party shall be notified promptly of any such claims, suits or proceedings in writing, and shall have full and complete authority, information and assistance for the defense of such claim; provided, however, the indemnifying Party shall have no authority to enter into any settlement or compromise on behalf of the indemnified Party without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. In all events, the indemnified Party shall have the right to participate in the defense of any proceedings with counsel of its own choosing, at its expense.

7. LIMITATIONS.

7.1 *Maintenance Service Limitations.* Notwithstanding anything herein to the contrary, Vendor shall have no obligation hereunder to provide Maintenance Service to Equipment which has deteriorated to such an extent that it cannot, in the reasonable discretion of Vendor, be maintained and needs to be replaced. Vendor shall provide written notice of any such deterioration. Vendor's obligations to provide Maintenance Service shall also terminate if Customer:

(a) fails to provide Vendor with sufficient access to the Equipment, subject to Customer's reasonable Site policies and procedures;

(b) negligently stores, handles operates or alters the Equipment, or uses the Equipment for purposes other than those set forth in the Published Specifications;

(c) continues to fail to provide routine cleaning after being provided notice by Vendor pursuant to Paragraph 1.4 above;

(d) fails to continually provide a suitable environment with all facilities and power as prescribed in the Published Specifications;

(e) uses or operates the Equipment beyond its intended design parameters;

(f) damages the Equipment through its use in conjunction with machinery or software not covered by this Agreement;

(g) performs work, or allows a third party to work, on the Equipment, which is not authorized by Vendor;

(h) alters or modifies in any way, the safety mechanisms, without the written consent of Vendor;

(i) operates the Equipment with envelopes or enclosures other than those specified in the Published Specifications; or

(j) Customer's relocating Equipment to a Site other than that defined in this Agreement; provided, however, that should Vendor and Customer agree to continue Maintenance Service on Equipment moved to another Site, Customer's Equipment shall be subject to inspection by Vendor, at Vendor's published rates and terms then in effect for such service, prior to Vendor resuming Maintenance Service on Customer's Equipment.

7.2 *General Limitations.* In no event shall either party be liable to the other, whether in an action in negligence, contract or tort or based on a warranty or otherwise, for loss of profits, revenue, or loss or inaccuracy of data, or any indirect, incidental, punitive, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages. Further, except to the extent that liability arises from: (i) a breach by either party of its confidentiality obligations in Paragraph 4.3; or (ii) instances of either Party's gross negligence or willful misconduct; each party's liability for damages under this Agreement, whether in an action in negligence, contract or tort or based on a warranty, shall not exceed the annual fees payable for the Maintenance Service.

8. GENERAL PROVISIONS.

8.1 *Governing Law.* This Agreement shall be construed in accordance with the laws of the State of New Jersey. Any claim arising out of or in connection with this Agreement shall be brought only in the district court in and for the State of New Jersey, and Customer agrees to personal jurisdiction over it in such court.

8.2 *Fees Due For Breach.* In the event that one of the parties hereto breaches or defaults on any of its obligations or responsibilities under this Agreement (the "Breaching Party"), then on behalf of the party not in default (the "Non-Breaching Party"), the Breaching Party shall indemnify, and be responsible for, the reasonable attorneys' fees, costs, and expenses incurred by the Non-Breaching Party in enforcing or remedying any breach hereunder by the Breaching Party.

8.3 *Assignment.* Neither party may assign this Agreement unless mutually agreed upon by the parties, such agreement not to be unreasonably withheld by either party. However, in no event shall this Agreement be assigned to a competitor of Vendor.

8.4 *Rights Cumulative; Non-Waiver.* All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure or delay by either party to enforce any contract term herein shall not be deemed a waiver of future enforcement of that or any other term.

8.5 *Severability.* In the event any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the law of any state or of the United States of America, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision or provisions had not been contained herein.

8.6 *Force Majeure.* Neither Vendor nor Customer shall be held responsible for any delay or failure in performance of this Agreement caused by fires, strikes, embargoes, government requirements, acts of God or public enemy or other similar causes beyond their reasonable control.

8.7. Nondiscrimination. Vendor is an equal employment opportunity employer and is a federal contractor. Consequently, Vendor and Customer (as applicable) agree that they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this reference. The parties further agree that they will comply with the provisions of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), as applicable, relating to the notice of employee rights under federal labor laws.

8.8 *Order of Precedence.* Unless otherwise provided herein or agreed to in a signed writing, documents will apply in the following descending order of precedence: (i) main body of this Agreement; (ii) Exhibits "A" and "B;" and (ii) all other transaction documents.

8.9 *Entire Agreement.* This Agreement, the Exhibits and documents incorporated herein, are the final, full and exclusive expression of the understandings of the parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral and written, of either party.

By signing below, the Parties agree to be bound by the terms of this Agreement and any attached Exhibits.

OPEX CORPORATION ("Vendor")	**Williamson County Tax Office ("Customer")**
By: _____	By: _____
Printed Name: Winnie Chow	Printed Name: _____
Title: Director, Legal Affairs	Title: _____
Date: March 7, 2022	Date: _____

EXHIBIT "A" EQUIPMENT SCHEDULE

1) Customer's Name: **Williamson County Tax Office**

2) The Equipment covered by this Agreement is located at the following Site(s):

904 S. Main Street
Georgetown, TX 78626

3) The Equipment covered by this Agreement includes the machines described below:

(a) Machine Description: Omation 306
Serial Number(s): To Be Determined

By signing below, the Parties agree to be bound by the terms of the Agreement and this Exhibit "A."

OPEX CORPORATION ("Vendor")	**Williamson County Tax Office ("Customer")**
By: _____	By: _____
Printed Name: Winnie Chow	Printed Name: _____
Title: Director, Legal Affairs	Title: _____
Date: March 7, 2022	Date: _____

EXHIBIT "B" SERVICE PRICING

Pricing for the Initial Term of the Agreement is based on the current rates set forth herein, prepaid annually in advance, per shift, per site. Pricing for any Renewal Term is subject to change, based upon Vendor's published rates then in effect.

Product Description	Price Each	QTY	Extended Price
Omation 306	1,970.00	1	1,970.00
Hi Speed Ink Jet Printer	490.00	1	490.00
Total Service Costs (pre-tax)			**$ 2,460.00**

Commissioners Court - Regular Session **22.**

Meeting Date: 03/22/2022

Approval of Service Contract for 911 Annual Console Cleaning with Communication Center Specialists for Emergency Communications 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 contract between Williamson County and Console Cleaning Specialists, Inc. dba Communication Center Specialists, to provide annual cleaning and maintenance of twenty-one (21) 911 workstation consoles and furniture, in the not-to-exceed amount of $7,875.00, to support operations of Williamson County Emergency Communications, and authorizing execution of the agreement.

Background

This agreement is for annual preventative maintenance services to the 911 workstation consoles to include detailed cleaning and sanitation. Multiple quotes for this service were obtained. Funding source 01.0100.0581.004500. Department point of contact is Michael Moody.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract & quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2022 05:23 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 08:01 AM
Form Started By: Andrew Portillo		Started On: 03/15/2022 10:01 AM
Final Approval Date: 03/17/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

CONTRACT FOR COMMUNICATIONS CENTER CONSOLE CLEANING AND RELATED SERVICES (Wireless Communications)

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **Console Cleaning Specialists, Inc. d/b/a Communication Center Specialists (hereinafter "Service Provider")**, P.O. Box 538, Chehalis, WA 98532 (Ph. 855.227.2329). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

> **As described in the attached Statement of Work/Quote, dated April 1, 2021, which is designated Exhibit "A" and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) "A," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the

amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $7,875.00.**

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

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory

b. Employer's Liability

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

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

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

V.

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

A. As described in the attached Statement of Work Proposal/Quote, dated March 7, 2022, which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

VI.

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

VII.

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

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	Jara Brown
Authorized Signature	Authorized Signature
_____	Tara Brown
Printed Name	Printed Name
Date: _____ ___, 2022	Date: March 9th, 2022

Exhibit(s)
Statement of Work/Quote, dated March 7, 2022

Communication Center Specialists

Console Cleaning Specialists DBA Communication Cen
PO Box 538
Chehalis, WA 98532 US
855.227.2329
sales@commcenterspecialists.com
www.commcenterspecialists.com

ADDRESS
Mike Moody
Williamson County Emg. Communications
911 Tracy Chambers Lane
Georgetown, TX 78626

SHIP TO
Mike Moody
Williamson County Emg. Communications
Williamson County Emg. Communications
911 Tracy Chambers Lane
Georgetown, TX 78626

Estimate [redacted]

DATE 03/07/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	1002	One intensive preventative maintenance & detailed cleaning performed once a year by trained technicians. Service includes vacuuming, cleaning and/or sanitizing all reachable interior & exterior surfaces. We will inspect, repair (if possible) and calibrate your console furniture as well as report our findings and recommendations. For additional details please see our scope of work. Our team is CJIS Certified and trained to work in an active 9-1-1 environment so there is no need to halt operations. Service pricing does not include pricing for additional parts that may be needed for repair.	21	375.00	7,875.00

We look forward to working with you! We highly recommend having IT on site during the cleaning process to help troubleshoot any issues that can arise during the cleaning process.

If you have any questions please contact us!

TOTAL **$7,875.00**

Quotes are valid 30 days past the date.

Accepted By

Accepted Date

Quotes are valid 30 days past the date.

Commissioners Court - Regular Session **23.**

Meeting Date: 03/22/2022

Approval of Purchase of LobbyGuard Software from LobbyGuard Solutions, LLC for Williamson County 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 the purchase of software subscription for Williamson County Emergency Services from LobbyGuard Solutions, LLC., in the not-to-exceed amount of $3,680.00, and authorizing the execution of this agreement.

Background

This purchase includes a 3-year software subscription that includes support and maintenance, ten (10) rolls of badge labels, twenty (20) key tags, LobbyGuard Camera, DS457 code scanner and single spool printer. The purchase has been approved by the IT Department. Funding source is 01.0100.0583.003011. Department point of Contact is Damaris Morales.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2022 06:47 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 08:03 AM
Form Started By: Andrew Portillo		Started On: 03/15/2022 10:01 AM
Final Approval Date: 03/17/2022		

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PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT
MANAGED PRODUCT PROGRAM

EFFECTIVE DATE: 3/11/2022
INITIAL TERM: 36 months

THIS PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT (the "Subscription Agreement") is made effective as of the Effective Date set forth above and is by and between LobbyGuard Solutions, LLC, having offices at 4700 Six Forks Road Suite 300, Raleigh, North Carolina 27609 ("LGS"), and Williamson County, TX, having office at 904 S Main St., Georgetown, TX 78626 ("Customer"). This Subscription Agreement, the Terms (defined below), all invoices and all other exhibits, schedules and terms and conditions referenced by or in this Subscription Agreement and the Terms together constitute the "Agreement" and govern the relationship between the Parties with respect to any LGS Services. Each of LGS and Customer are referred to as a "Party" and collectively as the "Parties." In consideration of the mutual covenants and conditions set forth below, LGS and Customer agree as follows:

"Terms" means the LobbyGuard Solutions, LLC Purchase and Subscription Services Agreement Terms and Conditions in effect as of the time of execution of this Subscription Agreement, a copy of which is included herein as Exhibit A.

Access Grant to LGS Services. Subject to Customer's compliance with the terms and conditions contained in this Agreement, LGS grants to Customer a non-exclusive, non-transferable, non-sublicenseable, revocable right to allow Customer to access and use the LGS Platform during the Term (as defined in Section 5.2 (Renewal Terms) of the Terms).

Fees. Customer will pay to LGS the Managed Product Program fee which includes the Annual Software Access Fee ("Annual Subscription Fee ") and one time purchases of equipment, supplies and services for the LGS Services as set forth in the attached Quote and on the Invoice. With the payment of the first annual invoice, equipment and supplies are purchased by Customer and title to the equipment passes to Customer. The Annual Fee may be increased from the previous annual period by no more than five percent (5%).

Payment Terms. Fees are due and payable within 30 (thirty) days of Customer's receipt of the applicable Invoice. All amounts payable by Customer to LGS hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of LGS. Customer will provide LGS its state-issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional Taxes at any time, Customer and not LGS will be solely responsible for payment of such additional Taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Customer will not withhold any Taxes from any amounts due LGS. Should Customer be required under any applicable law or regulation, to withhold or deduct any portion of the payments due to LGS hereunder, then the sum due to LGS will be increased by the amount necessary to yield to LGS an amount equal to the sum LGS would have received had no withholdings or deductions been made.

Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the Terms, prior to the execution of this Subscription Agreement. Unless otherwise specified, capitalized terms in this Subscription Agreement have the same meaning as those in the Terms.

BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

LOBBYGUARD SOLUTIONS, LLC

Signed: Donald Schad

Name: Donald J. Schad

Title: CFO

Date: 3/9/2022

Williamson County, TX

Signed: _____

Name: _____

Title: _____

Date: _____

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Quotation

LOBBYGUARD
4700 Six Forks Road
Raleigh, NC 27615
United States

Quote #: [redacted]
Date: 2/14/2022 3:25 PM
Expires On: 3/16/2022
Federal Tax ID #: [redacted]

To:
Damaris (D) Morales
damaris.morales@willco.org
(512) 864- 8248

From:
Trey Caudle
tcaudle@raptortech.com
(919) 785-3301

Ship To
Damaris (D) Morales
Williamson County, TX
904 S Main St.
Georgetown, TX 78626
United States

Bill To
Williamson County Emergency Communications
911 Tracy Chambers Lane
Georgetown, TX 78626
United States

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	UNIT DISC	TOTAL YEAR-1 PRICE
2	LobbyGuard SL MPP - YEARLY FEE	LobbyGuard software downloaded to your Windows PC. Package includes Camera, License Scanner, Printer and Supplies for 1 year. Also includes yearly Support and maintenance subscription for 1 year.	$2,300.000000	$460.00	$3,680.00
2	Extended Standard Warranty	Extends the standard 1 year warranty to a total of 3 years	Included	$0.00	$0.00
4	10 Rolls of Badges - White	LobbyGuard Printer Labels - 10 rolls per box / 250 badges per roll.	Included	$0.00	$0.00
20	LobbyGuard Frequent Visitor Keytags-Sheet of 20	Key tags for use with kiosk Bar Code reader. Issue these key tags to frequent visitors or employees and make future sign-in/sign-out much faster - they just beep the key tag and keep wa king. 1 sheet holds 20 keytags	Included	$0.00	$0.00
4	Shipping for Box of Badges	Shipping cost for Badges/Paper	Included	$0.00	$0.00
2	Shipping	Shipping for Devices	Included	$0.00	$0.00
2	Annual Software Support and Update Subscription	LobbyGuard Visitor Management Software Yearly Subscription. This fee covers Unlimited LobbyGuard Data Hosting. Access to LobbyGuard Technical Support. Access to the LobbyGuard Background Checking Services. New Product Features and Releases	Included	$0.00	$0.00
2	LobbyGuard Camera	Logitech High Definition camera for taking photos.	Included	$0.00	$0.00
2	DS457	Motorola DS457 Bar Code Scanner	Included	$0.00	$0.00
2	LobbyGuard Single Spool Printer	Prints self-adhesive visitor badges.	Included	$0.00	$0.00

SUBTOTAL:	$4,600.00
DISCOUNT:	$920.00
TOTAL:	$3,680.00

Quote Notes:

Terms and Conditions:
Invoice terms are Net 30 Days unless otherwise noted.
Applicable state, city and local sales tax will be charged on invoice.

Please sign and email to tcaudle@raptortech.com

EXHIBIT A

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(866) 905-6229

PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT
TERMS AND CONDITIONS

The Parties agree that their contractual relationship with respect to the LGS Services will be governed by (1) these Terms and Conditions (the "Terms"), (2) the applicable Purchase and Subscription Services Agreement (each, a "Subscription Agreement"), and (3) all Invoices and exhibits, schedules and terms and conditions referenced by or in the Terms and Subscription Agreement(s). Unless otherwise specified, capitalized terms in these Terms have the same meaning as those in the Subscription Agreement.

1. DEFINITIONS

1.1 "Access Credentials" means login information, passwords, security protocols, and policies through which Users access the LGS Services.

1.2 "Customer Content" means all data, information and materials (a) collected via Customer's and Users' use of the LGS Services and transmitted to LGS; and (b) otherwise provided by Customer to LGS under this Agreement.

1.3 "Documentation" means the documentation, user manuals, help files and videos, and other materials that describe the features, functions and operation of the LGS Services.

1.4 "Intellectual Property Rights" means all forms of industrial and intellectual property rights and protections throughout the world, including any: (a) patents, patent applications, and inventions (whether or not patentable); (b) copyrights and other works of authorship; (c) Internet domain names, trademarks, service marks, and trade dress, together with all goodwill associated therewith; (d) trade secrets, know-how, and rights in confidential information; (e) rights in software, databases and designs; (f) moral rights, rights of privacy, rights of publicity, and similar rights; and (g) any other proprietary rights and protections, whether currently existing or hereafter developed or acquired arising under statutory or common law, including all applications, disclosures, and registrations with respect thereto.

1.5 "LGS Platform" means the online software-as-a-service platform to which Customers connect to access the LGS Services.

1.6 "LGS Services" means the provision of access to any portion of the LGS Platform including integrations with third-party or Customer software or hardware provided by LGS. References to any LGS Services include the associated Documentation.

1.7 "Invoice" means an invoice, executed by both Parties, that sets forth the LGS Services ordered, the schedule of payments for the LGS Services, and any unique additional terms.

1.8 "Users" means employees or contractors of Customer who are authorized to access the LGS Services using a user identifier and password provided to Customer by LGS or set up by Customer.

2. UPDATES

2.1 Updates. During the Term, LGS shall supply Customer, without charge, any revisions, corrections, and upgrades of the LGS Platform that are made generally available by LGS to its other customers free of charge ("Updates").

3. SERVICES

3.1 Restrictions. During the Term and thereafter, Customer shall not, and shall not permit any of its Users or any third parties to, directly or indirectly: (a) act as a reseller or distributor of, or a service bureau for, the LGS Platform, or otherwise use, exploit, make available or encumber any of the LGS Platform to or for the benefit of any third party; (b) use or demonstrate the LGS Platform in any other way that would be competitive with LGS; (c) reverse engineer, disassemble or decompile the LGS Platform, or attempt to derive the source code or underlying ideas or algorithms of any part of the LGS Platform; (d) remove any notice of proprietary rights from the LGS Platform; (e) copy, modify, translate or otherwise create derivative works of any part of the LGS Platform; (f) use the LGS Services in a manner that interferes or attempts to interfere with the proper working of the LGS Services, or any activities conducted in connection with the LGS Services, including bypassing or attempting to bypass any privacy settings or measures used to prevent or restrict access to the LGS Services; (g) use or allow the transmission, transfer, export, re-export or other transfer of any software, technology or information forming a part of the LGS Services in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction; or (h) use the LGS Services to share or store inappropriate materials, including (i) materials containing viruses or other harmful or malicious code; (ii) copyrighted materials to which Customer does not have sufficient rights; or (iii) other materials prohibited by applicable international, federal, state, or local laws and regulations.

3.2 Access Credentials. Customer will safeguard, and ensure that all Users safeguard, the Access Credentials. Customer will be responsible for all acts and omissions of Users. Customer will notify LGS immediately if it learns of any unauthorized use of any Access Credentials or any other known or suspected breach of security.

3.3 Customer Obligations. Customer will be responsible for obtaining and maintaining, at Customer's expense, all of the necessary telecommunications, computer hardware, software, and internet connectivity required by Customer or any User to access the LGS Services from the internet. Customer shall use

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commercially reasonable efforts to prevent unauthorized access to, or use of, the LGS Services, and notify LGS promptly of any such unauthorized use known to Customer.

3.4 Reservation of Rights. As between Customer and LGS, all right, title and interest, including all Intellectual Property Rights, in and to the LGS Platform are owned exclusively by LGS. Except for any Customer Content, all work product or services provided or developed pursuant to this Agreement or any Invoice (including any modifications and improvements to any LGS Platform pursuant to Section 3.6 (Continuous Development) and any intellectual property developed pursuant to Section 3.7 (Professional Services Support) below), and all intellectual property and other proprietary rights derived therefrom, will be the sole and exclusive property of LGS.

3.5 Continuous Development. Customer acknowledges that LGS may continually develop, deliver and provide to Customer, at LGS's sole discretion, on-going innovation to the LGS Platform in the form of new features, functionality, and efficiencies. Accordingly, LGS reserves the right to automatically modify the LGS Platform from time to time. Some modifications will be provided to Customer at no additional charge. LGS may condition the implementation of other modifications on Customer's payment of additional fees, provided Customer may continue to use the version of the LGS Platform that LGS makes generally available (without such features) without paying additional fees.

3.6 Support. During the Term, LGS shall use commercially reasonable efforts to provide the services necessary to remedy any software function that does not operate in substantial conformance to the Documentation (an "Error"). LGS's technical support staff shall provide Customer with email and telephone consultation during the hours of 7:00 a m. through 5:00 p m. US Central Time, Monday through Friday, except holidays recognized by the United States federal government. Such consultation shall include technical advice concerning the use and operation of the LGS Services, including clarification of functions and features of the LGS Services, and clarification of documentation, as well as Error verification, analysis, corrections and workarounds. All services provided hereunder shall be provided remotely from LGS's place of business or such other locations designated by LGS. In furtherance of this Section 3.8, Customer will identify not more than two (2) technically proficient contacts to act as the primary liaisons responsible for all communications with LGS in connection with support issues

3.7 Feedback. Customer hereby grants to LGS a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use and incorporate into the LGS Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including its Users, relating to the LGS Services.

4. CUSTOMER CONTENT

4.1 Customer Content. Customer is solely responsible for the accuracy, quality and legality of Customer Content. Customer will obtain all third-party licenses, consents and permissions needed for LGS to use the Customer Content to provide the LGS Services.

4.2 Ownership. As between Customer and LGS, Customer retains all right, title, and interest to the Customer Content. Customer grants to LGS, on behalf of itself and its Users, a non-exclusive license to use the Customer Content as necessary for purposes of providing the LGS Services. Notwithstanding anything to the contrary herein, Customer agrees that LGS has the right to collect, use and analyze any de-identified information derived from the Customer Content (collectively, the "De-identified Data") for LGS's lawful business purposes, including to improve and enhance the LGS Services, and for other development, diagnostic, and corrective purposes in connection with the LGS Services. LGS may disclose De-identified Data solely in aggregate form in connection with its business.

4.3 LGS will maintain and enforce safety and physical security procedures with respect to its access and maintenance of all personal information that are (a) at least equal to industry standards for such types of personal information and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access of personal information. Without limiting the generality of the foregoing, LGS will encrypt personal information with industry standard encryption levels.

4.4 LGS shall not retain, use, or disclose any personal data that constitutes "personal information" under the California Consumer Privacy Act of 2018 and any regulations promulgated thereunder, in each case, and amended from time to time ("CCPA"), ("CA Personal Information"), for any purpose other than for the specific purpose of providing the LGS Services, or as otherwise permitted by CCPA, including retaining, using, or disclosing the CA Personal Information for a commercial purpose (as defined in CCPA) other than providing the LGS Services.

4.5 LGS shall not (a) sell any CA Personal Information; (b) retain, use or disclose any CA Personal Information for any purpose other than for the specific purpose of providing the LGS Services, including retaining, using, or disclosing the CA Personal Information for a commercial purpose (as defined in the CCPA) other than provision of the LGS Services; or (c) retain, use or disclose the CA Personal Information outside of the direct business relationship between LGS and Customer. LGS hereby certifies that it understands its obligations under this Section 4.5 and will comply with them.

4.6 LGS will process CA Personal Information only in accordance with Client's instructions. By entering into this Agreement, Customer instructs LGS to process CA Personal

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Information to provide the LGS Services. Client acknowledges and agrees that such instruction authorizes LGS to process Personal Data (a) to perform its obligations and exercise its rights under the Agreement; (b) perform its legal obligations and to establish, exercise or defend legal claims in respect of the Agreement; (c) pursuant to any other written instructions given by Client and acknowledged in writing by LGS as constituting instructions for purposes of this Agreement; and (d) as reasonably necessary for the proper management and administration of LGS's business.

4.7 Notwithstanding anything in the Agreement or any Invoice entered in connection therewith, the parties acknowledge and agree that LGS's access to CA Personal Information or any other personal data does not constitute part of the consideration exchanged by the parties in respect of the Agreement.

5. TERM, TERMINATION

5.1 Initial Term. Unless earlier terminated in accordance with the terms of this Section 5, this Agreement will become effective on the Effective Date and continue for the Initial Term (the "Initial Term").

5.2 Renewal Terms. Following the Initial Term and except as earlier terminated as described below, this Agreement will automatically renew for successive one (1) year renewal terms (each, a "Renewal Term") at the then current price, unless either Party provides written notice to the other of its intention to allow the Agreement to expire at least 60 (sixty) days prior to the expiration of the Initial Term or the then-current Renewal Term. The Initial Term and all Renewal Terms will collectively be referred to as the "Term."

5.3 Termination for Breach. Either Party may terminate this Agreement upon written notice to the other Party in the event the other Party commits any material breach of this Agreement and fails to cure such breach within 30 (thirty) days after its receipt of written notice of such breach.

5.4 Obligations on Termination. Upon expiration or termination of this Agreement all rights granted hereunder by LGS and all obligations of LGS to provide LGS Services will immediately terminate. Sections 1 (Definitions), 3.1 (Restrictions), 3.4 (Reservation of Rights), 3.7 (Feedback), 4.2 (Ownership), (Fees), 5.4 (Obligations on Termination), 6 (Confidentiality), 7.3 (Exclusions), 8 (Indemnification), 9 (Limitations on Liability) and 10 (General) will survive termination of this Agreement. All fees for the LGS Services are nonrefundable. Without limiting the foregoing, no refunds or credits will be issued for partial periods of service, downgrade refunds or refunds for period unused periods in the event of termination under this Agreement, except in the case of LGS's infringement of a third party's Intellectual Property Rights as outlined in section 8.1.

6. CONFIDENTIALITY

6.1 Definition. As used herein, subject to Section 6.2 (Exclusions) below, "Confidential Information" means any and all information or data, regardless of whether it is in tangible form, disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), that the Disclosing Party has either marked as confidential or proprietary, or that should be reasonably understood by the Receiving Party to be confidential due to the nature of the information disclosed or the circumstances surrounding disclosure. LGS's Confidential Information includes all information relating to the LGS Services, and Customer's Confidential Information will include the Customer Content (subject to Section 4.2 (Ownership)). In addition, the terms of this Agreement will be considered the Confidential Information of both Parties.

6.2 Exclusions. Notwithstanding the foregoing, information and data will not be deemed "Confidential Information" if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes generally publicly known except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to any Confidential Information.

6.3 Obligations. The Receiving Party will use commercially reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use or reproduction of, the Disclosing Party's Confidential Information. Without restricting or otherwise limiting the exercise by a Party of the rights and licenses expressly granted to it under this Agreement, Confidential Information may be disclosed to only such employees and agents of the Receiving Party on a need-to-know basis; provided in each case that such employees and agents are bound by a written agreement respecting such Confidential Information in accordance with the terms of this Section 7. In addition, Confidential Information may be disclosed to any competent authorities following a judicial order to do so.

7. REPRESENTATIONS, WARRANTIES AND EXCLUSIONS

7.1 General. Each Party represents and warrants to the other Party that it has all required rights, power and authority to enter into this Agreement and to grant all rights, authority and licenses granted hereunder. LGS represents and warrants to Customer that LGS will provide the LGS Services in a professional and workmanlike manner.

7.2 Background Checks. Background checks and Sexual Offender Checks, if applicable, performed using the LGS Services are based on third party information made available to Customer as part of the Service. LGS does not screen, monitor

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or modify the third-party information and does not guarantee or warrant the accuracy, integrity or quality of the third-party information. Customer understands and agrees that positive or false matches in background checks may not provide confirmation of an individual's background; background checks may return false-positive matches, where the database incorrectly returns a record containing a negative background for an individual who does not have a negative background, and false-negative matches, where the database does not return a record of a negative background for an individual who does have a negative background. Customer shall not use the LGS Service background check functionality for any purpose other than to deny or permit access to Customer's premises. Use of such background check functionality is at Customer's own risk, and LGS shall not be liable for any damages that result from such use. LGS disclaims and Customer assumes all responsibility for determinations of an individual's registered sex offender or custom alert status based on the information conveyed in connection with the LGS Services. Customer is solely responsible for such determinations and understands that information provided by LGS is not intended to substitute for the determinations made by Customer and Customer's employees and contractors.

7.3 Exclusions. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1 (GENERAL), THE LGS SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, SECURITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT LGS DOES NOT WARRANT THAT THE LGS SERVICES WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR FREE FASHION AT ALL TIMES, THAT THE LGS SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE LGS SERVICES WILL YIELD ANY PARTICULAR RESULT. CUSTOMER AGREES THAT LGS WILL HAVE NO LIABILITY TO CUSTOMER WITH RESPECT TO THE CUSTOMER CONTENT OR CUSTOMER'S USE THEREOF. LGS MAKES NO WARRANTY OR REPRESENTATION REGARDING THE ACCURACY OR COMPLETENESS OF ANY DATA. LGS DOES NOT AND CANNOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE PERFORMANCE, USE OR RESULTS OF THE USE OF THE LGS SERVICES IN TERMS OF EFFECTIVENESS, ACCURACY, RELIABILITY, THAT CUSTOMER WILL BE SECURE AS A RESULT OF ITS USE OF THE LGS SERVICES, OR OTHERWISE.

8. INDEMNIFICATION

8.1 Indemnification by LGS. LGS will defend at its expense any claim, suit or proceeding (each a "Claim") brought against Customer by a third party based upon a claim that Customer's use of the LGS Services as contemplated by this Agreement infringes such third party's Intellectual Property Rights, and LGS will pay all damages finally awarded against Customer by a court of competent jurisdiction as a result of any such Claim. If the use of any LGS Services by Customer has become, or in LGS' opinion is likely to become, the subject of any claim of infringement, LGS may at its option and expense (a) procure for Customer the right to continue using such portion of the Services as set forth hereunder; (b) replace or modify such portion of the Services to make it non-infringing so long as it retains at least equivalent functionality; or (c) if options (a) or (b) are not reasonably practicable, terminate this Agreement and provide a pro-rata refund of any amounts pre-paid. LGS will have no liability or obligation under this Section 8.1 with respect to any Claim to the extent caused by (w) use of the LGS Services outside the scope of this Agreement; (x) compliance with or use of designs, data, instructions or specifications provided by Customer (including the Customer Content); (y) modification of the LGS Services by any person or entity other than LGS without LGS's express consent; or (z) the combination, operation or use of the LGS Services with other applications, product(s), devices, equipment, hardware, software, data or services not provided by LGS.

8.2 Indemnification by Customer. To the extent authorized under Texas law, customer agrees to indemnify LGS for any Claim brought against LGS by any third party arising from (a) any Customer Content; (b) clauses (w) through (z) of Section 8.1 (Indemnification by LGS) and (c) Customer'sbreach of Section 4.4, and Customer will pay all damages finally awarded against LGS by a court of competent jurisdiction as a result of any such Claim. However, nothing herein is to be construed as a waiver by Customer of its sovereign immunity (statutory or otherwise).

8.3 Additional Terms. The foregoing indemnification obligations are conditioned upon the following: (a) the Party seeking indemnification will promptly notify the indemnifying Party of the applicable Claim, (b) the indemnifying Party will have the sole and exclusive authority to defend and/or settle any such Claim (provided that the indemnifying Party will not settle any such Claim without the other Party's prior written consent), (c) the Party seeking indemnification will reasonably cooperate with the indemnifying Party in connection therewith, and (d) the Party seeking indemnification may participate in the defense of any such Claim at its own expense.

9. LIMITATIONS ON LIABILITY

9.1 Disclaimer of Indirect Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

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IN NO EVENT WILL LGS BE LIABLE FOR CUSTOMER'S PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

9.2 Limitations on Liability. EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY LGS UNDER THE APPLICABLE INVOICES(S) DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE FIRST DATE ON WHICH THE LIABILITY AROSE.

9.3 Exceptions. LGS WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 8. THE PROVISIONS OF THIS SECTION 9 WILL APPLY TO ALL CLAIMS AGAINST LGS IN THE AGGREGATE (NOT PER INCIDENT) WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED, ANY LIMITED REMEDY HEREIN IS HELD TO FAIL OF ITS ESSENTIAL PURPOSE OR THE FORM OF THE CLAIM OR CAUSE OF ACTION, WHETHER IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND PRODUCT LIABILITY).

10. GENERAL

10.1 Force Majeure. LGS will not be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control.

10.2 Compliance with Laws. Without limiting the generality of the foregoing, Customer will not transfer, either directly or indirectly, the LGS Services, either in whole or in part, to any destination subject to export restrictions under United States law, unless prior written authorization is obtained from LGS and the appropriate United States agency and will otherwise comply with all other applicable import and export laws, rules and regulations. Each Party shall comply with all applicable laws and regulations in connection with its performance of its obligations and the exercise of its rights under this Agreement. Customer shall comply with all applicable data privacy and security laws in the treatment of personally identifying information of any third party obtained using the LGS Services.

10.3 No Assignment. Customer may not assign this Agreement or any of its rights or obligations, or sublicense any of the rights granted herein, in whole or in part, without the prior written consent of LGS, except that Customer may assign this Agreement, without the prior written consent of LGS, to a corporation or other business entity succeeding to all or substantially all of the assets and business of Customer by merger or acquisition, provided that such corporation or other business entity assumes, in a writing delivered to LGS, all of the terms and conditions of this Agreement. Any attempt by Customer to assign or transfer any of the rights, duties or obligations of this Agreement in violation of the foregoing will be null and void.

10.4 Amendment; Waiver. This Agreement may not be amended or modified, in whole or part, except by a writing signed by duly authorized representatives of both Parties. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the Party making the waiver. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

10.5 Relationship. The Parties are independent contractors. Nothing in this Agreement will be construed to place the Parties in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

10.6 Severability. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the Parties as of the Effective Date.

10.7 Governing Law, Jurisdiction. This Agreement will be governed by the laws of the State of Texas without reference to its conflicts of law principles. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded. Any dispute or claim arising out of, or in connection with, this Agreement shall be finally settled by mediation in Williamson County, Texas. The law of the State of Texas shall govern.

10.8 Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail (postage prepaid and return receipt requested) to the other Party and will be effective upon receipt. Either Party may change its address by giving notice of the new address to the other Party.

10.9 Use of Name and Logo. Customer agrees that LGS may indicate that Customer is a LGS customer on LGS's website and in its marketing materials. Any such attribution will be consistent with the Customer's style, guidelines and requirements as communicated to LGS

EXHIBIT A

LOBBYGUARD
A RAPTOR TECHNOLOGIES' COMPANY
4700 Six Forks Rd #300, Raleigh, NC 27609
(866) 905-6229

10.10 Texas Prompt Pay 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 payment shall be paid by customer in accordance with the Texas Government Code Section 2251.025. More specifically, the rate of interest 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.

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

10.12 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations

BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

LOBBYGUARD SOLUTIONS, LLC

Signed: Donald Schad

Name: Donald J. Schad

Title: CFO

Date: 3/9/2022

Williamson County, TX

Signed: _____

Name: _____

Title: _____

Date: _____

Commissioners Court - Regular Session **24.**

Meeting Date: 03/22/2022

Hazard Mitigation Grant Funding

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the filing of an application for a Hazard Mitigation Grant available through the General Land Office that will provide up to $120,000 for funding a contractor to update the FY21 Hazard Mitigation Plan; and authorize the County Judge to execute any application, resolution and documentation necessary to submit and process such grant application.

Background

Section 322 of the Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165) requires local governments to develop a hazardous mitigation plan as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects; and the Code of Federal Regulations (CFR) at Title 44, Chapter 1, part 201, requires the County to prepare and adopt a local mitigation plan every five years. The current plan will expire in January 2021. The grant request will be for $120,000 and there is a 25% cost sharing associated with the grant that will be offset by the ten participants in the hazard mitigation plan. Cost sharing would be $20,000 for the county and $1,000 per participating jurisdiction. Due to time constraints and delays with funding approval from other funding sources, OEM would like to seek other grant opportunities.

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	03/16/2022 09:14 AM
Form Started By: Michael Shoe		Started On: 03/15/2022 12:39 PM
Final Approval Date: 03/16/2022		

Commissioners Court - Regular Session **25.**

Meeting Date: 03/22/2022

Approval of Lease of Postage Machine from Pitney Bowes, Inc. for Constable Precinct 2

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 lease agreement between Pitney Bowes, Inc. and the Williamson County Constables Office Precinct 2 for a postage machine lease in the amount of $55.20 per month, pursuant to Cooperative Contract with NASPO #0041247823, and authorizing execution of the lease.

Background

Approval of this lease will support the operations of the Williamson County Constables Office Precinct 2. Lease is for 60 months at a monthly rate of $55.20 monthly billed quarterly at $165.60. Legal, contract audit and budget have reviewed the lease. This expenditure will be charged to 0100-0552-004216. Department point of contact is William Beechinor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lease Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2022 09:42 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 09:47 AM
Form Started By: Kim Chappius		Started On: 03/11/2022 12:02 PM
Final Approval Date: 03/17/2022		

0041247823

pitney bowes

NASPO ValuePoint FMV Lease Agreement (Option C)

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Williamson County Precinct 2

Tax ID # (FEIN/TIN)

680554522

Sold-To: Address

350 Discovery BlvdSte 205, Cedar Park, TX, 78613-2254, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Chief Beechinor	(512) 260-4270	0018172933

Bill-To: Address

350 Discovery BlvdSte 205, Cedar Park, TX, 78613-2254, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Chief Beechinor	(512) 260-4270	0018172933	wbeechinor@wilco.org

Ship-To: Address

350 Discovery BlvdSte 205, Cedar Park, TX, 78613-2254, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Chief Beechinor	(512) 260-4270	0018172933

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCSERIES4	SendPro C Series - Version 4
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C200	SendPro C200
1	CAAB	Basic Cost Accounting
1	DM1RKL	Return Kit for DM100/125 - Large
	F90I	Basic Installation and Training
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

0041247823

1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online
1	PTJA	SendPro Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH26	HZ02 50 LPM Speed
1	ZHC2	SendPro C200 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	**$ 55.20**	**$ 165.60**

*Does not include any applicable sales, use, or property taxes which will be billed separately.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

(X) Purchase Power® transaction fees included
( ) Purchase Power® transaction fees extra

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Pitney Bowes Confidential Information
See Pitney Bowes Terms for additional terms and conditions

0041247823

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at http://www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

ADSP016-169897; 985L1-1969
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Salvatore Polletta
Pitney Bowes Signature

Print Name Salvatore Polletta

Director, Credit & New Business Operations
Title

Date

Friday, January 28, 2022

Sales Information

Boyd Hering	boyd.hering@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

Commissioners Court - Regular Session **26.**

Meeting Date: 03/22/2022

2022 Annual Red Poppy Bike Ride

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding the 2022 annual Red Poppy Bike Ride special event vehicle usage contract.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Red Poppy

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/17/2022 09:45 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 10:19 AM
Form Started By: Brian Olson		Started On: 03/11/2022 02:00 PM
Final Approval Date: 03/17/2022		

STATE OF TEXAS	§	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
	§	**NON-GOVERNMENTAL**
	§	**ORGANIZATION**
	§	**REGARDING OFF-DUTY**
COUNTY OF WILLIAMSON	§	**CONTRACTING OF COUNTY DEPUTIES**

(Special Event Form)

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain event general liability insurance for the 24-hour period covering each day of the event. Such temporary policy shall be from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall be for the day or days of the event as follows: April 2, 2022, and shall terminate on the last day of the event. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA as soon as possible after conclusion of the event. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

COUNTERPART SIGNATURE PAGE

REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____ _____, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Red Poppy Charity Bike Ride

Signature: Rick Andersen

Printed Name: Rick Andersen

Title: Safety Committee

Date: 3-9 ____, 2022

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Williamson county constable 4

Printed Name of Official: Paul Leal

Signature of Official: [signature]

Date: 3 14th, 2022

Address of Office: 412 Vance st #3
Taylor TX 76574

Commissioners Court - Regular Session **27.**

Meeting Date: 03/22/2022

Approval of Agreement for Elevator Phone Lines with Frontier Communications for IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the agreement between Williamson County and Frontier Communications for a total of $236.00, with a reoccurring fee of $141.00 annually, for the elevator phone lines at the Williamson County Jail and Parking Garage in Georgetown and authorizing the execution of the agreement.

Background

The approval of this agreement is for phone lines for the jail and parking garage elevators. These phone lines are for the call box in the elevators in case someone is stuck, so they can call out. The one time payment of $236.00 includes the installation fee of $95.00 and the reoccurring fee of $141.00. IT, Legal, Budget and Audit have reviewed this agreement. The attached agreement has detailed information regarding the lines. This agreement is Off-Contract but does not require three quotes. The funding source line item being charged is 01.0100.0503.004211. The point of contact will be Chris Ball.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Frontier Communications Redacted Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2022 09:51 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 10:21 AM
Form Started By: Mary Watson		Started On: 03/14/2022 02:36 PM
Final Approval Date: 03/17/2022		

frontier Communications

BUSINESS LOCAL & LD SERVICES SCHEDULE
Frontier Confidential

This is Schedule Number [redacted] to the Frontier Services Agreement dated 07/07/2020 **("FSA")** by and between Williamson County Technology Services ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Service Location:

Street Address: [redacted]
City, State, Zip: Georgetown, Texas, 78626

Schedule Date: 02/22/2022
Service Term: 24

Local Service	Quantity	NRC	MRC
Business Lines 6	6	$95.00	$23.50
Centrex		$	$
DIDs		$	$
ISDN PRI		$	$
ISDN BRI		$	$
Digital Channel Service (DCS)		$	$
Local Measured Service (LMS) Plan		$	$
Foreign Exchange Service (FXS)		$	$
PBX Trunks – Analog		$	$
Features:		$	$
Other Local Service: TOTAL	6	$95.00	$141

Long Distance Service	Quantity	Rate	MRC
One Plus - Intrastate		$	$
One Plus - Interstate		$	$
Toll Free - Intrastate		$	$
Toll Free - Interstate		$	$
IntraLATA		$	$
International		$	$
Dedicated - OnePlus		$	$
Dedicated – Toll Free		$	$
EAS/EMS		$	$
Audio Conferencing		$	$
Web Conferencing		$	$
Other LD Service:		$	$

Domestic Block Of Time Plans:	Minutes / MRC / Overage Rate
1+ outbound for T1 / PRI / Centrex / B1s	Select
Toll Free for T1 / PRI / Centrex / B1s	Select

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, including the Williamson County Addendum For Purchase of Goods And Services, dated July 8, 2020, is the entire agreement between the parties with respect to the Services descr bed herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.	Williamson County Technology Services
Frontier's Signature: John Sunderland	***Customer's Signature:***
Printed Name: John Sunderland	**Printed Name:**
Title: Sales Director	**Title:**
Date: 3-14-22	**Date:**

[redacted]

Commissioners Court - Regular Session **28.**

Meeting Date: 03/22/2022

Red Poppy Charity Bike Ride Vehicle Reimbursement Agreement 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 regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies for the Red Poppy Charity Bike Ride on April 2, 2022.

Background

This agreement gives permission for the Red Poppy Charity organization to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage. (Traffic control to assist riders throughout East Williamson County).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Red Poppy Bike Ride 4-2-22

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/11/2022 09:25 AM
Form Started By: Starla Hall		Started On: 03/10/2022 07:46 AM
Final Approval Date: 03/11/2022		

STATE OF TEXAS	§	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
	§	**NON-GOVERNMENTAL**
	§	**ORGANIZATION**
	§	**REGARDING OFF-DUTY**
COUNTY OF WILLIAMSON	§	**CONTRACTING OF COUNTY DEPUTIES**

(Special Event Form)

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain event general liability insurance for the 24-hour period covering each day of the event. Such temporary policy shall be from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall be for the day or days of the event as follows: April 2, 2022, and shall terminate on the last day of the event. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA as soon as possible after conclusion of the event. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Red Poppy Charity Bike Ride

Signature: Rick Andersen

Printed Name: Rick Andersen

Title: Safety Committee

Date: 3-9, 2022

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official:

Date: March 9, 2022

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____, 20___

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **29.**

Meeting Date: 03/22/2022

Authorize Advertisement for RFP #22RFP80 Wrecker Management and Dispatch Services for the Sheriff's Office

Submitted For: Joy Simonton **Submitted By:** Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Wrecker Management and Dispatch Services RFP #22RFP80.

Background

The Williamson County Sheriff's Department operates a 24/7 emergency communication system that currently uses a rotational wrecker system for non-consent tows. Vehicles towed under this system range approximately from five to 25 vehicles per day. These numbers may differ based on weather conditions, time of year and emergency services requested. The Sheriff's Office seeks an automated system and solution for said dispatch service. Budget, Contract Audit, Legal and IT have reviewed. There is no cost to Williamson County for FY 22. Department Contacts are Kenneth Tackett and Erik Krause.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Statement of Work

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2022 09:37 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 09:46 AM
Form Started By: Brenda Fuller		Started On: 03/07/2022 11:25 AM
Final Approval Date: 03/17/2022		

Williamson County

Wrecker Management and Dispatch System

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Williamson County

Wrecker Management and Dispatch System

Section 1

General

Williamson County, Texas, herein after "WILCO," is soliciting requests for proposals to enter into an agreement with a qualified Individual, Firm, or Corporation, herein referred to as "Respondent," to be the provider of Wrecker Management and Dispatch System for all WILCO incident tows. An "incident tow" is defined for the purpose of this RFP as a non-consent tow of a vehicle in which the wrecker is summoned by a peace officer because of a traffic accident or due to arrest or other law enforcement action.

WILCO is soliciting offers under the guidelines provided with the authority through Texas Local Government Code, Chapter 262. All proposals must meet the requirements outlined in this RFP to be considered for evaluation by the County (WILCO).

1. **BACKGROUND/HISTORY:** Pertaining to this RFP for wrecker management and dispatch system, the Williamson County Sheriff's Department operates a 24/7 emergency communication system that currently uses a rotational wrecker system for non-consent tows. Vehicles towed under this system range approximately from five to 25 vehicles per day. These numbers may differ based on weather conditions, time of year and emergency services requested.

   WILCO and the Sheriff established and maintains the wrecker rotation list which qualified wrecker services are rotated on a per-call basis. These wreckers must meet all the requirements set forth in Texas Department of Licensing and Regulations. If WILCO selects a provider to provide wrecker management and dispatch system for all incidents related to non-consent tows, this rotation list will be transferred to the awarded provider. WILCO will continue to use this transferred rotation on the new wrecker management and dispatch system.

   1.1 **Purpose:** WILCO is seeking a Respondent to provide a system that will use modern technology to dispatch and manage impound services to accomplish the goals as follows:

   Reduce the amount of time law enforcement officers and emergency communications staff spend on managing wreckers and put their services to better use.

Provide successful technology and operations, including centralized dispatching for WILCO's non-consent tow rotation, and real-time tracking of vehicle locations and towing status

Create a more efficient system which quickly clears roadways with a one point of contact for tow request and records management.

Provide Deputies with the ability to request tows from their mobile devices, which can include, but are not limited to, laptops, MDT's, cellular devices, etc.

Provide the citizens of WILCO with one point of contact for reliable information on towed/stored vehicles, which includes locations of the vehicle, costs, and information on how to obtain a release.

Must provide strong customer service to both the citizens of WILCO, tow companies and the Williamson County Sheriff's Department.

Must have the ability to assist with Williamson County Sheriff's Department with the enforcement of current laws regarding the licensing of tow trucks, vehicle storage facilities and record management.

Must provide objective, consistent reporting and 24/7 access to enrolled tow companies and records pertaining to all vehicles towed/stored with the Williamson County Sheriff's Department.

Must have or implement clear policies and procedures that protect the Williamson County Sheriff's Department.

The record management system must be able to be access 24/7 and provide WILCO with the ability to make sure billing and costs coincide with the rules and regulations of the non-consent tow agreements.

Ensure compliance with all State of Texas laws and regulations and statutory requirements.

Must be able to provide automated reporting of all tows, to include those not towed under this contract.

Objective: WILCO is seeking an individual, firm, or corporation to be the provider of wrecker management and dispatch system services for incident tows on an as-needed basis. The selected individual, firm, or corporation shall have a contract with an impound yard in a response zone within Williamson County. Services set forth herein will be performed at no cost to WILCO, and Respondent will have the right to collect third-party fees related to the towing and impound services.

Section 2

STATEMENT OF WORK

1. **Introduction:** This request for proposals (RFP) describes the information for the Respondent to provide services which shall include, but are not limited to, the requirements contained herein. Services set forth that contain the words “will,” “must” or “shall” are mandatory and shall be provided as specified with no alteration, modification, or exception unless an alteration, modification or exception would enhance the services provided to WILCO. All alterations, modifications or exceptions to any requirement shall be clearly noted by the Respondent. Services set forth that contain the words “may,” or “can,” allow Respondents to offer alternatives to the way the services are described in the RFP.

2. **AGREEMENT TERM:** The terms of the awarded Agreement shall include, but limited to, the following:

    2.1 The term of this initial Agreement is estimated to begin at the time of Award by Commissioners Court and shall remain in full force for sixty (60) months or five (5) years.

    2.2 WILCO reserves the right to review the awarded Respondent’s performance any time during the Agreement term.

    2.3 If the Respondent fails to perform its duties in a reasonable and competent manner, WILCO shall give written notice to the Respondent of the deficiencies and the Respondent shall have seven (7) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the seven (7) day notice, WILCO may terminate the agreement by giving the Respondent written notice of termination and the reason for termination.

    2.4 If the Agreement is terminated, for any reason, the Respondent shall turn over all records to WILCO within fifteen (15) working days after completion of duties contained in the Agreement.

    2.5 WILCO shall have the right to terminate this Agreement, in whole or in part, for convenience and without cause at any time upon ninety (90) days written notice to the Respondent.

    3. **RESPONDENT QUALIFICATIONS:** WILCO has established the following minimum qualifications. Respondents that do not meet the minimum qualifications will not be considered for the award. The Respondent will provide explanation of the following:

    3.1 Tow wrecker management system that can receive and send data through hosted web application to endpoints, including but not limited to, computer and phone.

    3.2 The proposed solution will work in conjunction(not integrated) with the county’s CAD system and provide dispatchers with ease of access in assigning

and monitoring tows in the rotation. This should include GPS tracking in real time.

3.3 Provide technology that is compliant with all applicable legal mandates. Complete attached Technology Project Requirements.

3.4 24/7 customer support and administrative access with the ability to add, remove or alter the current rotation of wreckers.

3.5 Have a satisfactory record of integrity and ethics; and

3.6 Wrecker management system customized to the requirements for the Williamson County Sheriff's Department.

4. **PROGRAM REQUIREMENTS:** WILCO is requesting, at a minimum, the following based upon the criteria listed:

4.1 Staffing: 24/7 technical and customer support

4.2 Account Management: Ability to manage all aspects of the wrecker management system and provide the Williamson County Sheriff's Department with access to all aspects of the management system pertaining to WILCO.

4.3 Reporting: 24/7 access to all records pertaining to tows, tow billing and all other related documentation as requested by WILCO.

4.4 Legal Requirements: It shall be the responsibility of the Respondent to be knowledgeable of all Federal, State and Local Laws, ordinance, rules, and regulations that in any manner affect the services covered herein which may apply.

5. **SCOPE OF WORK:** The RFP is to establish the scope of work and requirements to enter into an agreement with a qualified wrecker management service that is capable of being the exclusive services provider to WILCO for incident and impound services. The Respondent, at its expense, shall furnish all equipment, labor, tools, supplies, transportation, insurances, facilities, and any other expenses necessary to fully perform all aspects and phases of this RFP. The successful Respondent shall meet or exceed the requirements as specified herein.

5.1 **Definitions**

a. Sheriff shall mean the duly elected Sheriff for Williamson County, or the person designated by him/her to act in his stead.

b. WILCO shall mean Williamson County, Texas.

c. Sheriff's Department shall mean the department located at 508 S. Rock Street, Georgetown, Texas.

d. Consent Tow shall mean any tow of a motor vehicle/vessel initiated by the owner or operator of the vehicle/vessel or by a person who has

possession, custody, or control of the vehicle/vessel. The term does not include a tow, or a vehicle/vessel initiated by a peace officer.

e. Heavy Duty Tow shall mean towing a vehicle/vessel with a gross weight over 25,00 pounds.

f. Impounded Vehicle/Vessel shall mean a vehicle/vessel brought into the facility due to law enforcement action that is neither evidence nor a seizure.

g. Incident Tow is a non-consent tow of a vehicle/vessel in which the wrecker is summoned by a law enforcement officer because of a traffic accident or due to an arrest or other law enforcement action.

h. Light Duty Tow shall mean towing a vehicle/vessel with a gross vehicle weight of 10,000 pounds or less.

i. Medium Duty Tow shall mean towing a vehicle with a gross vehicle weight over 10,000 pounds but less than 25,000 pounds.

j. Non-Consent Tow shall mean any tow of a vehicle/vessel that is not a consent tow.

k. Sheriff's Department shall mean the Williamson County Sheriff's Department and its deputies, authorized employees, and agents.

l. State shall mean the State of Texas.

m. Vehicle Owner shall mean a person:

(1) Legal or registered owner of the vehicle.

(2) Permission from legal or registered owner.

(3) who holds the vehicle/vessel through a lease agreement

(4) who is a lienholder holding an affidavit or repossession and entitled to repossess the vehicle/vessel.

6. **COMPENSATION:** Respondent shall explain and perform all incident tows on behalf of WILCO at no cost to WILCO. Compensation for the Wrecker Management and Dispatch System shall be contractual between the Respondent and those contracted tow companies with WILCO.

7. **REFERENCES**: Provide at least three industry related references showing experience with your wrecker management system.

8. Evaluation Criteria

Comprehensive Management Computer System	40 Points
Customizable to WILCO Dispatch	40 Points
References	10 Points
Compensation	10 Points

Commissioners Court - Regular Session **30.**

Meeting Date: 03/22/2022

Approval of Purchase of License Plate Recognition Cameras from Vigilant Solutions, LLC for the Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of five (5) License Plate Recognition Cameras and annual maintenance from Vigilant Solutions, LLC, in the amount of $6,975.60, pursuant to HGAC contract #EF04-21, and authorizing execution of the maintenance agreement.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. The quote is attached that outlines the details of the License Plate Recognition (LPR) Cameras, maintenance subscription, and replacement plan to be purchased. Total price of the initial purchase is $6,975.60, recurring annual maintenance is at a rate of $2,250 per year per camera, subscription maintenance agreement is for a term of five (5) years. Maintenance agreement is attached. IT, legal, contract audit, and budget have reviewed this purchase. This expenditure will be charged to 01.0100.2008.003008. Department contact is Lt. Russell Travis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Maintenance Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2022 05:45 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 08:00 AM
Form Started By: Erica Smith		Started On: 03/09/2022 10:19 AM
Final Approval Date: 03/17/2022		

PR #127696

VIGILANT SOLUTIONS	**Vigilant Solutions, LLC** **1152 Stealth Street** **Livermore, California 94551** **(P) 925-398-2079 (F) 925-398-2113**	MOTOROLA SOLUTIONS

Issued To:	Williamson County Sheriff's Office - Attention: Steven Rogers	Date:	12-01-21
Project Name:	Williamson County Sheriff- 3 L5Q	Quote ID:	[redacted]

Qty	Item #	Description
(3)	VSFS-L5Q-S $2,160.00 Each	**L5Q Quick Deploy LPR Camera System Annual Subscription** • Small form-factor camera with solar-panel and integrated battery • Pole mount bracket • SD Card for local storage/buffering • SIM card with cellular service • Optional 12V power cord, sold separately • 12-month limited hardware warranty • LEARN or Client Portal account for hosted data storage, alerting and analytics • System may be user installed o Professional installation services sold separately • 5-year Enterprise Service Agreement required
Subtotal Price (Excluding sales tax)		**$6,480.00**

Qty	Item #	Description
(3)	VS-SHP-05 $70.00 Each	**Vigilant Shipping Charges - Fixed Subscription** • Applies to each Fixed Subscription Kit • Shipping Method is FOB Shipping Point
Subtotal Price (Excluding sales tax)		**$210.00**

Additional Options

Qty	Item #	Description
(3)	L5Q-REP-HWW $95.20 Each	**Annual L5Q Replacement Plan** • Covers incidences of vandalism and/or theft not covered under manufacturer warranty • Replacement is limited to once annually • Must be co-terminus with Hardware Warranty
Subtotal Price (Excluding sales tax)		**$285.60**

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Returns or exchanges will incur a 15% restocking fee.
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.

5. This Quote does not include anything outside the above stated bill of materials.
6. L5Q Subscription includes the annual cellular data plan, recurring camera license key fees and hardware warranty.
7. An annual L5Q replacement plan and power cable has been quoted as an optional purchase but not included in the total price.
8. The annual L5Q replacement plan includes a full replacement of the camera and solar panel in the event of theft or vandalism; one incident per year.
9. Recurring annual subscription price is $2,250 per year per camera; five-year subscription required.
10. There is no charge for installation for five or more units if installation is performed by a Vigilant field technician; a ladder and/or bucket truck will need to be supplied by the customer.
11. HGAC Contract Number EF04-21

Quoted by: Madison Touchette - 925-398-2079 - madison.touchette@motorolasolutions.com

Total Price	**$6,975.60** (Excluding sales tax) (Including All Adds)

Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this Day of _____, 20 ___by and between **Vigilant Solutions, LLC**, a Delaware company, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 ("Vigilant") and Williamson County, TX on behalf of its Sheriff's Department, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at 508 S. Rock St. Georgetown, TX 78626 ("Customer").

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for law enforcement and security markets;

WHEREAS, Customer desires to license from and receive service for the Hardware and Software Products provided by Vigilant;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Customer and Vigilant hereby agree as follows:

I. Definitions:

"CJIS Security Policy" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

"CLK" or **"Camera License Key"** means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software (one CLK per camera) to be used with other Vigilant LPR Hardware Products and Software Products.

"Criminal Justice Information Services Division" or "CJIS" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJI to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

"Effective Date" means the date set forth in the first paragraph of this Agreement.

"Enterprise License" means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, without quantity or limitation. This Enterprise Service Agreement allows Customer to install the Software Products on an unlimited number of devices in accordance with the selected Service Package, and allow benefits of all rights granted hereunder this Agreement.

"Hardware Products" means Vigilant's Fixed License Plate Recognition Cameras, Camera Brackets and Solar Panels.

"LPR Data" refers to LPR data collected by the Customer and available on LEARN for use by the Customer.

"Service Fee" means the amount due from Customer prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section XIII of this Agreement.

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"Service Package" means the Customer designated service option which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement. **"Service Period"** has the meaning set forth in Section III (A) of this Agreement.

"Software Products" means Vigilant's Software Suite including CarDetector, LEARN, and other software applications considered by Vigilant to be applicable for the benefit of security practices.

"Technical Support Agents" means Customer's staff person responsible for administering the Software Products and acting as Customer's Software Products support contact.

"User License" means a non-exclusive, non-transferable license to install and operate the Software Products, on any applicable media, limited to a single licensee.

"Users" refers to individuals who are agents of the Customer and who are authorized by the Customer to access LEARN on behalf of Customer through login credentials provided by Customer.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Customer an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Customer or any third party acting on behalf of Customer shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Customer shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

III. Term; Termination.

A. Term. The term of this Agreement is five (5) years beginning on the Effective Date unless earlier terminated as provided herein. Vigilant will provide Customer with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period") 60 days prior to the end of the then current Service Period. The first Service Period must be paid in advance. This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Customer's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Service Period, as the case may be. Pursuant to Section VIII below, Customer may also pay in advance for more than one Service Period.

B. Customer Termination. To the extent not in conflict with TEX. CONST. art. III, § 52, if Customer terminates this Agreement for no reason prior to the end of any Service Period, Vigilant will not refund or prorate any license fees paid by the Customer. If Customer's termination notice is based on an alleged breach by Vigilant, then Vigilant shall have thirty (30) days from the date of receipt of Customer's notice of termination, which shall set forth in detail Vigilant's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Customer Vigilant has not reasonably cured the described breach of this Agreement, Vigilant shall refund to Customer an amount calculated by multiplying the total amount of Service Fees paid by Customer for the then-current Service Period by the percentage resulting

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from dividing the number of days remaining in the then-current Service Period, by 365. Upon termination, Customer shall delete all copies of Software Products.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement at any time by providing thirty (30) days written notice to Customer. If Vigilant's termination notice is based on an alleged breach by Customer, then Customer shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Customer's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Customer has not reasonably cured the described breach of this Agreement, Customer shall immediately discontinue all use of Hardware Products and Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Customer's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Customer an amount calculated by multiplying the total amount of Service Fees paid by Customer for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. Warranty and Disclaimer. Vigilant warrants that the Hardware Products and Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the "Warranty Period"). "Significant Defect" means a defect in a Hardware Product or Software Product that impedes the primary function of the Hardware Product or Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Hardware Product or Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Customer may terminate this Agreement and Vigilant shall refund to Customer an amount calculated by multiplying the total amount of Service Fees paid by Customer for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Customer's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective Hardware Products or Software Products, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Hardware Products and Software Products.

B. Infringement Protection. If an infringement claim is made against Customer by a third-party in a court of competent jurisdiction regarding Customer's use of any of the Hardware Products or Software Products, Vigilant shall indemnify Customer, and assume all legal responsibility and costs to contest any such claim. If Customer's use of any portion of the Hardware Products or Software Products or documentation provided to Customer by Vigilant in connection with the Hardware Products or Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinment: (1) Procure for Customer the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Customer that Customer's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. Software Support, Warranty and Maintenance.

Customer will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Customer at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Customer's Technical Support Agents through e-mail, fax and telephone. Customer allows Vigilant Solutions to access the L5Q camera settings for the purposes of optimizing the plate collection process.

VI. Camera License Keys (CLKs).

Customer is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Customer's network in accordance with selected Service Options. As Customer installs additional units of the Hardware Products or Software Products, Customer is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Customer by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Customer's application for a CLK, Customer's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the then-current Service Period.

VII. Ownership.

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant and remain the property of Vigilant. The license granted under this Agreement is not a sale of the Software Products or any copy. Customer owns the physical media on which the Software Products are installed, but Vigilant retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Ownership of Hardware Products. The Hardware Products provided under this agreement remain the property of Vigilant. Customer has no ownership or rights to Hardware Products provided under this Agreement during or after the Term of this Agreement.

C. Rights in Software Products. Vigilant represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing.

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If Customer is a generator of LPR Data, Customer at its option may share its LPR Data with Law Enforcement Agencies who contract with Vigilant. Vigilant will not share any LPR Data generated by the Customer without the permission of the Customer.

IX. Ownership of LPR Data.

Customer retains all rights to LPR Data generated by the Customer. Should Customer terminate agreement with Vigilant, a copy of all LPR Data generated by the Customer will be created and provided to the Customer. After the copy is created, all LPR Data generated by the Customer will be deleted from LEARN at the written request of an authorized representative of the Customer.

X. Data Retention.

LPR Data is governed by the Customer's retention policy. LPR Data that reaches its expiration date will be deleted from LEARN.

XI. Account Access.

A. Eligibility. Customer shall only authorize individuals who satisfy the eligibility requirements of "Users" to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to satisfy such eligibility requirements. User logins are restricted to employees of the Customer. No User logins may be provided to non-employees of the Customer without the express written consent of Vigilant.

B. Security. Customer shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Customer's Users a username and password (one per user account). A limited number of User accounts is provided. Customer will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Customer shall notify Vigilant immediately if Customer believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Customer must notify Vigilant immediately if Customer becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

C. CJIS Requirements. Customer certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit A.

XII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on the following Service Package:

Service Package - Fixed Camera Subscription Service:

- Fixed Camera with Camera Bracket
- Solar Panel
- Hardware warranty for manufacturer defect
- Vigilant Managed/Hosted LPR server LEARN Account
- Unlimited user licensing and upgrades for the following applications:
    - o LEARN and CarDetector

_____ SA Customer Initials VS Initials

B. Service Fee. Payment of each Service Fee entitles Customer to all rights granted under this Agreement, including without limitation, use of the Hardware Products and Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Hardware Products and Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK's at the time of Service Fee invoicing, and which will be used by Customer in the upcoming Service Period. A schedule of Annual Service Fees for years after the first year of this Agreement is shown below:

Annual Service Fee Schedule (multiplied by number of CLK's Issued)	
Annual Fee Per CLK	$2,160.00

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Customer agrees to pay any such tax.

C. Advanced Service Fee Payments. Vigilant will accept advanced Service Fee payment on a case by case basis for Customers who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Customer makes advanced Service Fee payments to Vigilant, advanced payments to Vigilant will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Customer continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another after the 5-Year Term; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Customer notice of the proposed increase on or before the date that Vigilant invoices Customer for the upcoming Service Period.

XIII. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE HARDWARE PRODUCTS AND SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO VIGILANT FOR THE HARDWARE PRODUCTS AND SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Confidentiality. Customer acknowledges that Hardware Products and Software Products contain valuable and proprietary information of Vigilant and Customer will not disassemble, decompile or reverse engineer any Hardware Products or Software Products to gain access to confidential information of Vigilant.

_____ SA Customer Initials VS Initials

C. Assignment. Neither Vigilant nor Customer is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

E. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Customer. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. 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 purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

F. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant and Customer and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

G. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

H. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

I. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

J. Right to Audit. Customer, upon thirty (30) days advanced written request to Vigilant, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

_____ SA Customer Initials VS Initials

K. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

Vigilant Solutions, LLC	**Customer:** _____
Attn: Sales Administration	Attn: _____
1152 Stealth Street	Address: _____
Livermore, CA 94551	_____

L. Authorized Representatives; Technical Support Agents. Customer's Authorized Representative is responsible for administering this Agreement and Customer's Technical Support Agents are responsible for administering the Hardware Products and Software Products and acting as Customer's Hardware Products and Software Products support contact. Either party may from time to time change its Authorized Representative, and Customer may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

M. 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.

N. 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 Customer's rights.

O. Texas Prompt Payment Act Compliance. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date 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.

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

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

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

S. Proprietary Information and Texas Public Information Act. All material submitted to Customer shall become public property and subject to the Texas Public Information Act upon receipt. If a Vendor does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Customer will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Vendor, Customer may choose to place such information on Customer's website and/or a similar public database without obtaining any type of prior consent from the Vendor.
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 Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

_____ SA Customer Initials VS Initials

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

Manufacturer: Vigilant Solutions, LLC

Title: Area Sales Manager

Date: 03/07/22

Signature: _____

Customer: Williamson County, TX on behalf of its Sheriff's

Title: _____

Date: _____

Signature: _____

Type text here

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Exhibit A: CJIS Requirements

Vigilant and the Customer agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and the Customer agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Customer use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and the Customer agree that Customer owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Customer-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and the Customer agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and the Customer agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and the Customer agree that the Customer is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Customer.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as “Criminal Justice Data”. All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or

_____ SA Customer Initials VS Initials

electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.

5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Customer owned data.

6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs. 7. Vigilant agrees to immediately inform Customer of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.

8. Vigilant will only allow authorized support staff to access the Customer's account or Customer data in support of Customer as permitted by the terms of contracts.

9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Customer data.

10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.

11. Vigilant agrees to inform the Customer of any unauthorized, inappropriate use of data or systems. 12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Customer.

13. Vigilant will advise Customer when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.

14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.

15. Vigilant agrees to provide technical security controls that only permit authorized user access to Customer owned data and Vigilant systems as intended by the Customer and data owners.

16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules. 17. Vigilant will only provide access to Vigilant systems and Customer owned information through Customer managed role-based access and applied sharing rules configured by the Customer.

18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.

19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Customer owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.

20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data. 21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner. 22. Vigilant agrees to provide auditing and alerting tools within the software applications so Customer can monitor access and activity of Vigilant support staff and Customer users for unauthorized access, disclosure, alteration or misuse of Customer owned data. (Vigilant support staff will only have access when granted by the Customer.)

23. Vigilant will only perform direct support remote access to Customer systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Customer. This activity will be documented by both parties.

24. Vigilant creates and retains activity transaction logs to enable auditing by the Customer data owners and Vigilant staff.

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25. Vigilant agrees to provide physical protection for the equipment-storing Customer data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by the Customer, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Customer.
28. Vigilant agrees that the Customer owns all Customer contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Customer.

Customer:

1. Customer agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy. 2. Customer agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Customer agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Customer agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Customers, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Customer agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Customer agrees that they are responsible for proper equipment operation and placement of equipment. 7. Customer agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Customer information.
8. Customer agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Customer.
9. Customer agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Vigilant systems. 10. Customer agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Customer agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Customer agrees to reinforce client staff policies for not sharing user accounts.
13. Customer agrees to use Vigilant role-based access as designed to foster system security and integrity. 14. Customer agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Customer agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.

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16. Customer agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Customer agrees to use the “virtual escorting” security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Customer agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Customer created policies and procedures that guide user access and appropriate use of the system. 19. Customer agrees that information and services provided through Vigilant products do not provide any actionable information, Customer users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.

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Commissioners Court - Regular Session **31.**

Meeting Date: 03/22/2022

Approval of Purchase of GrayKey Software from Panamerica Computers, Inc. for Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of GrayKey Software from Panamerica Computers, Inc. in the amount of $18,365.00, pursuant to GSA cooperative contract #GS-35F-0397U, and authorizing execution of the agreement. Funding: Forfeiture Funds.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. GrayKey is a software for law enforcement agencies to use during investigations and breaks smartphone encryption and passwords. Quote is attached that outlines the software license and hardware to be purchased. An end user license agreement is also included in the attachments. IT, legal and contract audit have reviewed this purchase. This expenditure will be charged to forfeiture funds, 0410.0413.5741. Department contact is John Foster.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

End User License Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2022 06:23 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 08:05 AM
Form Started By: Erica Smith		Started On: 03/15/2022 01:06 PM
Final Approval Date: 03/17/2022		

1386 BIG OAK ROAD, LURAY, VA 22835
Tel: 540-635-4402

Quotation

Quote # [redacted]

Date 2/4/2022

Name / Address

WILCO-JBRIGGS

This quote was prepared by:
Kristy Smallwood
ksmallwood@pcitec.com
540-635-4402 Ext. #300

Cust. ID No.	Terms	Due Date	Sales Rep
		2/4/2022	

Line Item#	Manufacturer Part #	Description	Quantity	Cost	Total
	GSA-PCI	*THE FOLLOWING ITEMS CAN BE FOUND ON PANAMERICA COMPUTERS, INC. GSA SCHEDULE #GS-35F-0397U:		0.00	0.00
1	GKL-ONF-ES	GrayKey License - Essential Unlimited Consent and BFU Extractions. 30 AFU, Instant Unlock or Brute Force Advanced actions Action Credits Included: 30	1	9,995.00	9,995.00
2	GK101	GreyKey Unit	1	500.00	500.00
3	FYLD	First Year Hardware Discount	1	-500.00	-500.00
4	SH	Shipping & Handling	1	75.00	75.00
5	GK-EXP-20	GrayKey License - Expansion Pack - 20 20 AFU, Instant Unlock and Brute Force Advanced actions Action Credits Included: 20	1	8,295.00	8,295.00

A HUBZone, WOSB and SWaM CERTIFIED COMPANY

TAX ID: 54-1689773

LURAY (HDQTRS) - DUNS# 166669742, CAGE CODE 301Q5

Subtotal	$18,365.00
Sales Tax (0.0%)	$0.00
Total	$18,365.00

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GRAYSHIFT, LLC

END USER LICENSE TERMS

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING OR USING GRAYSHIFT-SUPPLIED SOFTWARE AS PART OF THE GRAYSHIFT PRODUCT (THE "PRODUCT") CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

THIS PRODUCT CONTAINS CERTAIN SOFTWARE ("SOFTWARE") AND OTHER PROPRIETARY MATERIAL, THE USE OF WHICH IS SUBJECT TO THIS END USER SOFTWARE LICENSE AGREEMENT ("AGREEMENT"). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK "I AGREE" AND DO NOT USE THE SOFTWARE. YOUR CLICKING "I AGREE" OR USING THE PRODUCT OR SOFTWARE INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT AGREE WITH ALL TERMS, YOU MUST RETURN THE PRODUCT, ALL MANUALS AND DOCUMENTATION, AND PROOF OF PAYMENT AND DISCONTINUE USE OF THE SOFTWARE. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF GRAYSHIFT SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY. IF YOU HAVE ORDERED THIS PRODUCT, GRAYSHIFT'S ACCEPTANCE IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS.

1. ENTIRE AGREEMENT. The parties hereby agree that all rights connected to the use of the Software by the Licensee are governed exclusively by the terms and conditions set out in this Agreement and shall prevail over any additional, different, or conflicting terms and conditions contained in any pricing statement from Grayshift for the Product ("Quote"), bid package, or other communication or document relating to this Agreement. Acknowledgement, whether express or implied, by either party of the other party's bid packages, Quotes, or other communications or documents relating to this Agreement which contain additional, different or conflicting terms shall not constitute acceptance of such terms and conditions by the acknowledging party. This Agreement may be amended only by a writing executed by both parties.

2. ACCEPTANCE AND DELIVERY. Software will be provided by electronic means. Acceptance of Software ("Acceptance") shall be automatic upon the successful completion of Grayshift's standard installation procedures on the Product.

3. LICENSE GRANT. Subject to the terms of this Agreement and for the consideration specified in the Order (defined below), Grayshift, LLC ("Grayshift") hereby grants to you ("Licensee" or "You") a limited, revocable, nontransferable, non-assignable, non-sublicensable, non-exclusive license to use and allow Authorized Users to use the Software, in object code form, solely as such Software is embedded in proprietary equipment provided herewith ("Product") and solely for the intended purpose and consistent with Section 9 hereto when accessing mobile devices ("Devices") in your possession or control. Licensee may only use the Product in online mode at authorized physical locations (the "Authorized Locations") specified in the online order (the "Order") or that Licensee has otherwise registered with Grayshift, and Licensee further acknowledges and agrees that in order for the Product to function properly in online mode, the Product must be connected to the Internet. Use of the Product in offline mode does not require the Product to be connected to the Internet. Grayshift may use certain third-party monitoring tools to ensure that Licensee is in compliance with the foregoing restrictions, which such tools may be subject to Third Party Components terms as further described herein. For purposes of this Agreement, "Authorized Users" means collectively, employees, agents, or contractors who are empowered by Licensee to access or use the Product and Software.

4. THIRD PARTY COMPONENTS. The Software makes use of or otherwise incorporates third party components, including certain Google Maps features and content. Use of Google Maps features and content is subject to the then-current versions of the: (1) Google Maps/Google Earth Additional Terms of Service at https://maps.google.com/help/terms_maps.html; and (2) Google Privacy Policy at https://www.google.com/policies/privacy/.

5. LICENSE RESTRICTIONS. Notwithstanding anything to the contrary in this Agreement, Licensee will not (or allow an Authorized User or any other individual to): (a) modify any Product; (b) reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Product, including by removal, disassembly or alteration of any of the Product's components; (c) pledge, rent, lease, share, distribute, sell or create derivative works of any Product; (d) use any Product on a time sharing, service bureau, application service provider (ASP), rental or other similar basis; (e) make copies of any Product; (e) remove, alter or deface (or attempt any of the foregoing) proprietary notices, labels or marks in any Product; (f) distribute any copy of any Software to any third party, including without limitation selling any Product in a secondhand market; (g) use the Software other than with Products provided by Grayshift; (h) use the Product in online mode other than at an Authorized Location; (i) deactivate, modify or impair the functioning of any disabling code in any Software; (j) circumvent or disable Grayshift copyright protection mechanisms or license management mechanisms; (k) use any Product in violation of any applicable Law or to support any illegal activity; (l) use any Product to violate any rights of any third party; or (m) photograph

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any of the Product's components, whether internal or external. Grayshift expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

6. FEES. Licensee shall pay the license fees set forth in the relevant Quote for the Software and Product. Except as exempt by law, Licensee will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Grayshift's income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Licensee will make all required payments to Grayshift free and clear of, and without reduction for, any withholding taxes. Any portion of any amount payable hereunder that is not paid when due will accrue interest at two percent (2%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

7. TITLE. As between the parties, Grayshift and its licensors retain all right, title, and interest, including, without limitation, all intellectual property rights to the Product. Licensee understands that Grayshift may modify or discontinue offering the Product at any time. The Product is protected by the copyright laws of the United States and international copyright treaties. This Agreement does not give Licensee any rights not expressly granted herein. This Agreement does not constitute a sale of the Product or any portion or copy of it. All rights not granted are reserved for Grayshift.

8. LIMITATION OF LIABILITY. UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL GRAYSHIFT OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM USE. GRAYSHIFT'S LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY LICENSEE FOR THE PRODUCT.

9. LICENSEE WARRANTIES. Licensee represents, warrants and covenants to Grayshift that (a) only Authorized Users of Licensee who have obtained any necessary consents and approvals pursuant to applicable laws shall be permitted to use any of the Grayshift Products or Software in connection with any Devices; (b) Licensee and its Authorized Users shall only use the Products and Software in compliance with all applicable laws; and (c) Licensee and its Authorized Users shall only use the Products and Software in accordance with the consents and approvals obtained pursuant to applicable laws.

10. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH ABOVE, GRAYSHIFT PROVIDES THE PRODUCTS AND SOFTWARE "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, QUIET ENJOYMENT, INTEGRATION, TITLE, NON-INTERFERENCE AND NON-INFRINGEMENT. FURTHER, GRAYSHIFT DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE PRODUCT OR SOFTWARE WILL BE FREE FROM BUGS OR THAT ITS USE WILL BE UNINTERRUPTED OR THAT THE PRODUCT, SOFTWARE OR ANY WRITTEN MATERIALS WILL BE CORRECT, ACCURATE, OR RELIABLE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

Licensee acknowledges that all case stakeholders are aware of and understand the associated risk that the Device may become damaged and/or Device data may be unrecoverable when used with the Product or Software, in particular for Devices (a) with aftermarket repairs or hardware and nonstandard software builds; (b) that boot loop or are otherwise unable to boot normally; (c) that have preexisting damage, defects, or faults that may or may not be detectable; or (d) with software, software builds, states, or usage profiles not identified on the applicable support matrix. Licensee further understands that not all permutations of Device software, software builds, Device states, and usage profiles have been tested by Grayshift. Before utilizing the Product and Software on Devices under any of the above conditions, please consult support.grayshift.com.

11. CONFIDENTIALITY AND NON-DISCLOSURE OBLIGATIONS. Subject to applicable law, Licensee acknowledges that the Product and Software are sensitive technologies whose Confidential Information requires the highest duty of care. Licensee, Licensee's employees or agents who require access in order to perform hereunder, and all final users of the Product (collectively, "Receiving Party") shall not disclose, use, sell, transmit, inform or make available to any entity, person or body any of the Confidential Information, as defined below, nor shall it copy, photograph, or otherwise reproduce any Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and Grayshift's rights therein, at all times exercising the highest duty of care. Further, the Receiving Party shall not attempt to use any Confidential Information to discover, reverse compile, reverse assemble or reverse engineer the Product, including by removal, disassembly or alteration of any of the Product's components, whether internal or external. Receiving Party agrees to restrict access to Grayshift's Confidential Information to those Authorized Users who require access in order to perform hereunder, and, except as otherwise provided, the Receiving Party shall not make Confidential Information available to any other person or entity without the prior written consent of Grayshift.

11.1. For the purposes of this Agreement, "Confidential Information" means any proprietary, trade secret, financial,

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technical and non-technical information related to Grayshift's business and current, future and proposed products and services and any derivatives therefrom containing, including, referring to, or otherwise reflecting and/or generated from such Confidential Information. Confidential Information includes, without limitation, (i) information concerning the methods of use, internal components, features, functions and solutions of Grayshift's software or product offerings (including the Product and the Software), information found on the Grayshift support website, and (ii) any copies, photographs, or other reproductions of the foregoing, whether or not marked as "confidential" or "proprietary."

11.2. Confidential Information shall not include any information that is (i) already known to the Receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the Receiving Party; (iii) subsequently disclosed to the Receiving Party on a non-confidential basis by a third party not having a confidential relationship with Grayshift that rightfully acquired such information; or (iv) communicated to a third party by the Receiving Party with Grayshift's express written consent.

11.3. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided the Receiving Party promptly notifies Grayshift in writing, if notification is permitted by law, and uses commercially reasonable efforts to assist Grayshift, at Grayshift's expense, in opposing such disclosure or obtaining a protective order or other reliable assurance preventing or limiting such disclosure and/or ensuring that confidential treatment will be accorded to any Confidential Information that is disclosed. Such disclosure does not remove the Confidential Information so disclosed from the protection of this Agreement. No further disclosure beyond the scope of such order is allowed.

11.4. The Receiving Party acknowledges and agrees that due to the unique nature of Grayshift's Confidential Information, there can be no adequate remedy at law for any breach of its obligations under this Section 11, that any such breach will cause irreparable and continuing damage to Grayshift and, therefore, that upon any such breach or any threat thereof, Grayshift shall be entitled to whatever remedies it might have by law and equity, including injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages, if appropriate). The Receiving Party further acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

12. TERM AND TERMINATION. This Agreement shall continue until terminated as set forth herein. Notwithstanding the foregoing, the license to any Product or Software is only during the license term applicable to such Product or Software. The license term shall be determined in the Quote. At Grayshift's sole discretion, Grayshift may also revoke such license and/or terminate this Agreement immediately without refund or reimbursement if Licensee violates any Material Provision of this Agreement. For the purposes of this Section 12, "Material Provision" means each of Sections 3 (License Grant), 5 (License Restrictions), 9 (Licensee Warranties), and 11 (Confidentiality and Non-Disclosure Obligations). Any termination of this Agreement shall terminate the licenses granted hereunder. All Confidential Information, Products, Software and/or derivatives therefrom delivered pursuant to this Agreement shall be and remain the property of Grayshift, and upon expiration or termination of this Agreement for any reason, Licensee shall destroy (or return, at Grayshift's election) (i) the Product; (ii) all hardware that contains copies of the Software; (iii) all materials in the possession of Licensee in any medium that contain, refer to, or relate to all other written, printed, or tangible materials containing Confidential Information; and (iv) any derivatives therefrom, and shall so certify to Grayshift that such actions have occurred. No such material shall be retained or used by the Receiving Party in any form or for any reason. Except for the license and except as otherwise expressly provided herein, the terms of this Agreement, including the Confidentiality and Non-Disclosure obligations in Section 11 hereto and any additional terms agreed-to in writing by both parties pursuant to Section 1 hereto, shall survive expiration and termination. Notwithstanding any other provision of this Agreement, the obligations of the parties as to Confidential Information shall remain binding in perpetuity until such information no longer qualifies as Confidential Information or until Grayshift sends the Receiving Party written notice releasing the Receiving Party from its obligations under Section 11 hereto, whichever occurs first.

13. INDEMNITY. Subject to applicable law, Licensee shall indemnify, defend, or at its option settle, any third party claim or suit against Grayshift based on a claim: (i) of any breach of this Agreement by Licensee, its affiliates, employees, agents, successors and assigns; and (ii) relating to or based on the activities conducted by Licensee or its Authorized Users, using or that used the Software and Product; and Licensee shall pay any final judgment entered against Grayshift in any such proceeding or agreed to in settlement. Grayshift will notify Licensee in writing of such claim or suit and give all information and assistance reasonably requested by Licensee or such designee.

14. GOVERNMENT USE. If Licensee is part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Product or any related documentation is restricted in accordance with the Federal Acquisition Regulation 12.212 for civilian agencies and the Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Product and documentation is a "commercial item", "commercial computer software" and "commercial computer software documentation." The use of the Product and documentation is further restricted in accordance with the terms of this Agreement, or any modifications thereto.

15. EXPORT CONTROLS. Licensee shall comply with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions, and regulations of the United States or foreign agency or authority. Licensee will not export, or allow the export

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or re-export, of the Product in violation of any such laws, restrictions or regulations.

16. MISCELLANEOUS. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The failure of Grayshift to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit Grayshift's rights with respect to such breach or any subsequent breaches. This Agreement is personal to Licensee and may not be assigned, sublicensed, or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without Grayshift's consent and any action or conduct in violation of the foregoing shall be void and without effect. This Agreement shall be governed by and construed under the laws of the State of Georgia, U.S.A. without regard to the conflicts of laws provisions thereof, and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the state and federal courts in Georgia; Licensee hereby agrees to service of process in accordance with the rules of such court.

GRAYSHIFT, LLC	AGENCY: Williamson County Sheriff's Office
Signature: DocuSigned by: Mark Snell F933E1950E5A420...	Signature:
Name: Mark Snell	Name:
Title: Chief Financial Officer	Title:
Date: 2/28/2022	Date:

Commissioners Court - Regular Session **32.**

Meeting Date: 03/22/2022

Approval of Wrangler Service Contracts with Keith Pajestka and Garett Chick for Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Service Contracts for between Williamson County and Keith Pajestka and Garett Chick for Wrangler Services, pursuant to Texas Agriculture Code 142.001, and authorizing the execution of the Service Contracts.

Background

The approval of these service contracts will benefit Williamson County with health and safety measures by the wrangling of estray livestock that cause a danger to public roads and property, for impoundment and disposition. Fee schedules for as-needed compensation are included in the attached agreements. Legal, Budget and Contract Audit have reviewed these contracts. The line item being charged for this 01.0100.560.4968. The point of contact will be Jonathon Hodgkiss.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Contract Pajestka Redacted

Service Contract Chick Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2022 05:35 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 08:07 AM
Form Started By: Mary Watson		Started On: 03/15/2022 01:44 PM
Final Approval Date: 03/17/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR LIVESTOCK WRANGLER FOR IMPOUNDMENT & DISPOSITION OF ESTRAYS PURSUANT TO Texas Agriculture Code § 142.001 *et seq.* (Keith Pajestka)

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Keith Pajestka**, (hereinafter "Service Provider"), 13710 Cathy Creek Rd., Holland, TX 76534 [redacted] The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide goods and services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to Livestock Wrangler for impoundment & disposition of estrays pursuant to Texas Agriculture Code § 142.001 et seq.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for the county's fiscal year 2022 through September 30, 2022. Thereafter, the contract shall automatically renew each October 1st for the next county fiscal year unless the contract is terminated earlier pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based on the attached Exhibit "A" Fee Schedule *subject to available county funding for the then current fiscal year.* Exhibit "A" may only be amended in writing by a fully executed addendum signed

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

IV.

Entire Contract: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties.

V.

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

VI.

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

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM

OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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

Exhibit "A"
Fee Schedule
(incorporated herein as if copied in full)

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Printed Name	Printed Name
Date: _____ ___, 2022	Date: 2-22-22 ___, 2022

Exhibit "A"

STOCK CONTRACTOR CHARGE FEES

Minimum Charge call out fee: $150.00 (Applied to catch/transport cost)

Dart, Catch, Loading Fee per animal: $250.00

Cattle/Horses are penned: $100.00 per animal (If only one animal $200.00)

Animals that must be roped: $200.00 per animal

Prices based on fuel cost of $3.45 per gallon (diesel)

Prices subject to change per circumstance

Stock Contractor Feeding Charges:

Bovines: $4.00/day per livestock animal.
Equines: $8.00/day per livestock animal. (Includes Hinnies and Donkeys)
Goats/Sheep: $2.00/day per livestock animal.
Baby Calves, horses, goats, sheep feeding charges will depend on how many times they need to be fed per day, and cost expenses associated. (Per livestock animal)

Any medications provided must be detailed with invoice and approved by Williamson County Livestock Deputy. Any serious illness, injury, death of livestock animal must be reported to Williamson County Livestock Deputy as soon as possible. Any DVM care must be reported as soon as possible to Williamson County Livestock Deputy.

Auction Fee's:
Coggins Test: $50.00

No Transport fees to Auction House

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR LIVESTOCK WRANGLER
FOR IMPOUNDMENT & DISPOSITION
OF ESTRAYS PURSUANT TO
Texas Agriculture Code § 142.001 *et seq.*
(Garett Chick)

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Garett Chick**, (hereinafter "Service Provider"), 10280 Lark Trl., Salado, TX 76571 [redacted] The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide goods and services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to Livestock Wrangler for impoundment & disposition of estrays pursuant to Texas Agriculture Code § 142.001 et seq.

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III.

Consideration and Compensation: Service Provider will be compensated based on the attached Exhibit "A" Fee Schedule *subject to available county funding for the then current fiscal year*. Exhibit "A" may only be amended in writing by a fully executed addendum signed

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

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OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

XV.

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XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	Garett Chick
Authorized Signature	Authorized Signature
_____	Garett Chick
Printed Name	Printed Name
Date: _____ ___, 2022	Date: 2/22/22 ___, 2022

Exhibit "A"
Fee Schedule
(incorporated herein as if copied in full)

Exhibit "A"

STOCK CONTRACTOR CHARGE FEES

Minimum Charge call out fee: $150.00 (Applied to catch/transport cost)

Dart, Catch, Loading Fee per animal: $250.00

Cattle/Horses are penned: $100.00 per animal (If only one animal $200.00)

Animals that must be roped: $200.00 per animal

Prices based on fuel cost of $3.45 per gallon (diesel)

Prices subject to change per circumstance

Stock Contractor Feeding Charges:

Bovines: $4.00/day per livestock animal.
Equines: $8.00/day per livestock animal. (Includes Hinnies and Donkeys)
Goats/Sheep: $2.00/day per livestock animal.
Baby Calves, horses, goats, sheep feeding charges will depend on how many times they need to be fed per day, and cost expenses associated. (Per livestock animal)

Any medications provided must be detailed with invoice and approved by Williamson County Livestock Deputy. Any serious illness, injury, death of livestock animal must be reported to Williamson County Livestock Deputy as soon as possible. Any DVM care must be reported as soon as possible to Williamson County Livestock Deputy.

Auction Fee's:
Coggins Test: $50.00

No Transport fees to Auction House

Commissioners Court - Regular Session **33.**

Meeting Date: 03/22/2022

Approval of Master Service Agreement for 5-F Mechanical for HVAC and Plumbing Maintenance Services 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 Master Service Agreement between 5-F Mechanical and Williamson County for HVAC and Plumbing Maintenance Services, in the not-to-exceed-amount of $350,000.00, pursuant to BuyBoard Co-Operative Contract #638-21 and authorizing the execution of the agreement.

Background

This Master Service Agreement shall run from April 1, 2022 through September 30, 2023. Services provided support the plumbing, heating, ventilation and air conditioning of County buildings. Each project will be initiated with a work order and Purchase Order. Funding Source: 01.0100.0509.004510. Other funding sources may be used depending on the type of work performed. Department point of contacts are Christi Stromberg and Shantil Moore.

Local Government Code Sec. 271.012: Cooperative Purchasing Program Participation, provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. Cooperative program solicitations are posted year-round to continually seek the best pricing.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2022 05:08 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 07:57 AM
Form Started By: Kim Chappius		Started On: 03/08/2022 11:17 AM
Final Approval Date: 03/17/2022		

Master Services Agreement (No._____)

This Master Service Agreement (this "**Agreement**") is made and entered into as of the award date or on or after April 1, 2022 - September 30, 2023 and is by and between **5-F Mechanical Group, Inc. (5F)**, with its principal place of business at 15705 Brenda Street Austin, Texas 78728 and **Williamson County, a political subdivision of the State of Texas acting through its governing body** (**"WILCO** or the "**COUNTY")** with its principal office at 3101 SE Inner Loop Georgetown, Texas 78726 (hereinafter individually referred to as the **"Party"** or together referred to as the **"Parties"**).

WHEREAS, 5F is engaged in the business of maintaining, servicing, and providing plumbing, heating, ventilation, and air conditioning building systems and wishes to provide WILCO with such services; and

WHEREAS, WILCO wishes to retain 5F from time to time to perform discrete projects on an individual work order basis under this Agreement; and

NOW THEREFORE, in consideration of the foregoing the Parties hereby agree as follows:

1. WORK ORDER SERVICES

1.1. Each project for which WILCO desires to engage 5F shall be set forth in detail in a separate work order (**"Work Order"**), which shall be labeled by project number, and which together shall not exceed a total amount of $350,000 USD unless otherwise agreed in writing by the Parties. The Work Order shall be submitted on the form attached hereto as **Exhibit A** and shall detail the scope of work, scheduled, compensation for each project, and shall refer and automatically incorporate the terms and conditions of this Agreement. In the event of any conflict or inconsistency between any term or condition in a Work Order, and any term or condition of this agreement, the terms and conditions of this Agreement will govern and control.

1.2. Either 5F or WILCO may issue a Work Order. However, 5F shall not be obligated to perform any work until the Work Order is mutually agreed upon and executed by both Parties. To the extent the Parties draft a Work Order electronically either an electronic signature or confirming email shall operate as proper execution of such Work Order. Once executed, a Work Order shall be binding and deemed part of, and shall be subject to, this Agreement.

1.3. 5F is qualified, experienced, and capable of performing the services described in the agreed upon Work Orders and this Agreement (**"Services"**) and has agreed to perform the Services in accordance with the terms and conditions of this Agreement and the Work Order(s).

1.4. WILCO shall be responsible for and shall pay for the costs and expenses in connection with the Services and good provided under this Agreement and as specified in a Work Order.

1.5. Subject to prompt payment by WILCO, 5F shall provide all materials, labor, and equipment necessary for the performance of the Services as specified in the Work Order.

1.6. In the event that WILCO requests a change in the scope of the Services to be provided by 5F and if the change requested changes the price or schedule of the Services provided by 5F, 5F shall provide a revised cost or schedule estimate to WILCO, within (5) business days of the requested change. If WILCO accepts the revised cost or schedule estimate, WILCO shall issue an executed Change Order submitted on the form attached hereto as **Exhibit B** (**"Change Order"**). Such Change Order shall be executed by an authorized

representative of 5F. Upon execution of the Change Order by an authorized representative of 5F, the Change Order shall become a binding agreement between the Parties under the terms and conditions of the Work Order which it modifies and this Agreement. 5F shall not be obligated to perform any changed work until the Change Order is mutually agreed upon and executed by both Parties.

1.7. If 5F encounters conditions at any site(s) that are (.1) subsurface or otherwise concealed physical conditions that differ materially from those reasonably anticipated; or (.2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Work Order or other contract document, 5F shall promptly provide notice to WILCO before conditions are disturbed, and 5F shell be entitled to an equitable adjustment to the Contract Price and Contract Time (as those terms are defined herein) to the extent such conditions increase 5F's cost of, or time required for, performance or any part of the Services.

2. COMPENSATION; CONTRACT PRICE:

2.1. The compensation (the "**Contract Price**") and payment schedule for the performance of the Services shall be set forth in detail in each Work Order.

2.2. WILCO payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. Invoices shall be deemed overdue the thirty-first (31st) day after the later of the following: (.1) the date WILCO receives the good under specified in the Work Order; (.2) the date the performance of the service is completed; or (.3) the date Williamson county Facilities and Williamson County Auditor receives an invoice for the good and services, which shall be defined as the date an invoice is deemed delivered to the address provided in Section 2.3 below.

2.3. To ensure prompt payment, 5F's invoices shall include: (.1) the project or Work Order number; (.2) the invoice number; (.3) a reasonably detailed description of the Services rendered including, but not limited to; quantity or quantities, applicable unit prices (Construction Pricing see BuyBoard 638-21), (Plumbing/HVAC Repair Rates see **Exhibit C**), total prices and total amount; (.4) WILCO Purchase Order number; and (.5) 5F business and mailing address, telephone number, and business name. Invoices shall be submitted by regular or electronic mail directly to:

Williamson County Facilities Department
Attn: Facilities Maintenance Director or designee
3101 SE Inner Loop Georgetown, Texas 78626
Phone: 512.943.1599
Email: facilities@wilco.org

2.4. If WILCO disputes any 5F invoice, WILCO will: (.1) pay all charges not disputed, and (.2) notify 5F of the dispute in writing, providing the Invoice Number and an explanation of the issue in dispute. If the dispute is not resolved withing (15) days, either Party may submit their claim to dispute resolution as provided in Section 13.9. The Parties will cooperate in good faith to resolve any such disputes after WILCO notifies 5F of the dispute. If both Parties agree that a disputed amount is a legitimate charge, WILCO will pay such amount within thirty (30) days of such determination.

2.5. 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 WILCO 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 becomes due. The said rate in effect on September 1 of the licensee's fiscal year 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 preceding the fiscal year that does not fall on a Saturday or Sunday. 5F expressly acknowledges that invoices and supporting documentation d must be submitted timely and in accordance with all laws governing Texas county finances, including but not limited to the Texas Constitution, the Texas Government Code and the policies of Williamson County Commissioners Court and Auditor's Office. If payments become overdue for more than sixty (60) days, then in addition to any other available rights and remedies available to 5F under this Agreement or under applicable laws or in equity, 5F shall have the right to terminate this Agreement for default or suspend Services until payment is received and recover all related costs arising from or related to the suspension, including demobilization and remobilization costs.

3. CONTRACT TIME

3.1. 5F shall complete the services in accordance with the agreed upon project schedules and milestones (the "**Project Schedule**") set forth in the applicable Work Order(s) (the "**Contract Time**"). 5F shall be entitled to adjustments to the Contract Time and Contract Price in the event that WILCO modifies, compresses, or accelerates any of the activities in the Project Schedule.

3.2. If 5F is delayed at any time in the commencement or progress of the Services by WILCO, or separate contractors or design professionals employed by WILCO, or by any other third party event: (.1) WILCO's failure to timely perform its obligations under this Agreement or any other Work Order; (.2) any government or regulatory agency's failure to timely review and approve any applicable permits, submittals, or deign document; (.3) changes ordered in the Services by WILCO; or (.4) any Force Majeure event as defined below; then the Contract Time shall be extended by a Change Order for a period of time reasonably necessary to overcome the effect of the delay, and the Contract Price shall be increased for the additional costs (if any) arising from such delay including any increased costs for materials and increased costs of labor, including overtime.

3.2.1. To the fullest extent permitted by applicable laws, 5F shall not be responsible or liable, and shall be entitled to equitable adjustments to the Contract Price and Contract Time, for any delays and/or any failure in performing the Services or its obligations hereunder due to causes beyond its reasonable control, including, and without limitation: acts of God, war (including civil war), riots, embargoes, acts of civil or military authorities, acts of any government (whether sovereign or contractual), fires, floods, freezes, explosions, the elements, epidemics, pandemics, quarantine restrictions, strikes, lockouts, plant and facility shutdowns, accidents, shortages of energy, material shortages, components part shortages, unavailability of labor, procurement delays, or any other acts or events beyond the parties control (collectively, "**Force Majeure Event**").

4. WILCO RESPONSIBILITIES

4.1. WILCO shall permit 5F free and timely access to the project sites and shall provide project documents or information necessary or required to allow 5F to complete the Services without interruption or disruption.

4.2. WILCO shall cooperate with 5F in securing any required building and other permits, licenses, and inspections.

4.3. WILCO shall review and approve or take other appropriate actions on permits, submittals, Change Order

requests, RFI's, and any 5F notification and deliverables that require WILCO's review and/or approval, within such time periods that will not delay 5F's performance of the Services. However, the review period shall not exceed ten (10) business days.

4.4. WILCO shall also schedule and conduct all reviews, inspections, and tests required to obtain any equivalent certifications from any third-party and/or government entities with jurisdiction, promptly and so as not to delay the performance of the Services.

4.5. WILCO shall schedule and coordinate the work of its other subcontractors in a manner that does not interfere or impact 5F's performance of the Services.

4.6. WILCO reserves the right to inspect all equipment and tools used to perform the work under this Service. Any equipment reasonably determined to be in poor condition must be replaced immediately, at 5F's expense. Failure to provide suitable equipment for carrying out all requirements of the contract may be grounds for termination.

4.7. WILCO shall perform periodic inspections of 5F's work under this Service to ensure compliance with the Work Order specifications.

4.8. If WILCO is unable or does not perform its obligations in accordance with this Section 4, 5F shall be entitled to an extension of the project schedule or Contract Time for such delays, occasioned by WILCO's actions and may also be entitled to an increase in the Contract Price to the extent such delays result in increased costs to perform the Services.

5. 5F RESPONSIBILITIES

5.1. 5F shall be responsible for furnishing all tools, equipment, staffing, and supervision necessary for performance of the Services. Any equipment determined to be in poor condition by WILCO shall be replaced immediately, at 5F expense.

5.2. 5F shall employ labor that is sufficiently skilled and qualified to perform the Services. If any portions of the Services require any professional licenses, 5F warrants that all such services will be performed by individuals with such licenses.

5.3. 5F will be responsible for the acts, omissions, and Services provided by its employees, agents, and representatives.

5.4. 5F agrees to abide by all applicable laws related to the hiring, employment, and supervision of tis labor force at all times during the term.

5.5. 5F shall cooperate with WILCO and WILCO's other contractors, design professionals, and consultants.

5.6. 5F may provide operator coaching and onsite training of select WILCO personnel, if requested.

5.7. 5F shall provide SDS sheets to WILCO representatives, upon request, for all products used as part of this Service.

5.8. 5F shall be responsible for all damages to WILCO facility or contents to the extent caused by 5F, their staff or

subcontractors during the performance of their duties.

5.9. 5F agrees to abide by all applicable federal, state, and local safety requirements related to the Services, including but not limited to OSHA requirements, and 5F shall at all times maintain such training, certifications, and documentation required by such laws.

6. INDEPENDENT CONTRACTOR

6.1. 5F shall at all times act as an independent contractor and, as such, no law, agreement or other arrangement that has the effect of concerning benefits upon officers or employees of WILCO shall be applicable to 5F in connection with the Services. 5F shall be solely responsible for the payment of wages, salaries and other amounts due its employees in connection with this Agreement.

7. SUBCONTRACTING

7.1. No portion of the work covered under this Service may be subcontracted or assigned without prior approval of a WILCO Representative, which shall not be unreasonably withheld, conditioned, or delayed. Request to subcontract all or any portion of services required by 5F will be submitted to a WILCO Representative, at a minimum of three (3) business days in advance of the proposed effective date of the subcontract.

7.2. 5F shall be responsible for services provided by any subcontractor as if 5F were providing the services.

8. EMERGENCY CALL OUT SERVICE

8.1. 5F shall provide twenty-four (24) hour emergency service, as needed, for WILCO facilities included in this agreement. Hours shall be Monday through Friday, 4:01 PM to 6:59 AM and twenty-four (24) hours each day on weekend and holidays. Reference Exhibit C Fee Schedule. 5F shall have appropriate working personnel at designated site, ready to work, within four (4) hours of the callout. 5F shall respond to a WILCO Facilities Representative by telephone within ½ hour if the problem is capable of being corrected through the use of a web-capable electronic device to alleviate the source of the complaint. See Paragraph 2.3 pricing.

9. INSURANCE

9.1. 5F shall maintain throughout the duration of this Agreement adequate insurance to cover such damages, demands, claims, losses, or liabilities resulting from 5F's performance of the Services which shall include:

- Commercial General Liability coverage in the amount of $1,000,000 USD (per occurrence), combined Single Limit Liability for Bodily Injury and Property Damage subject to $2,000,000 USD general aggregate including the following coverage/terms: premises and operations, products/completed operations, personal injury, XCU, independent contractors protective, defense costs outside the limits of liability, and occurrence-based policy.
- Commercial Automotive Liability coverage in the amount of $1,000,000 USD combined single limit of liability for bodily injury, death, and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
- Worker's Compensation Insurance covering 5F's employees. Worker's Compensation Coverage complying with the laws of the State of Texas and Employer's Liability Insurance with limits of: $1,000,000 USD bodily injury by accident/each accident; $1,000,000 USD bodily injury by disease/each employee; $1,000,000 USD bodily injury by disease/policy limit; and
- Umbrella Liability coverage in the amount of $5,000,000 USD per occurrence and in the aggregate with

follow-form coverage applicable to underlying Commercial General and Commercial Automotive liability policies maintained by 5F.

10. TERM AND TERMINATION

10.1. This Agreement commences on the Effective Date and will remain in effect for one (1) year from the Effective Date ("**Contract Duration**"), unless sooner terminated as provided in this Article 8. If WILCO chooses not to terminate this Agreement at the end of the Contract Duration, this Agreement shall be renewed annually by agreement of both Parties for a period of one (1) year.

10.2. This Agreement may be terminated at any time at the option of either party, without future or prospective liability or performance upon giving thirty (30) days written notice thereof. In the event of termination, WILCO will only be liable for its pro-rata share or services rendered and goods actually received. Notwithstanding the forgoing, WILCO will reimburse 5F for all non-cancelable obligations entered into by 5F, which WILCO has approved and for which 5F can show written proof of satisfactory to WILCO. WILCO shall also be responsible for all demobilization costs and other reasonable expenses actually incurred as a result of such termination by WILCO.

10.3. 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 WILCO receives the goods under the contract; (2) the date the performance of the Service under the contract is completed; or (3) the date Williamson County Auditor receives an invoice for the goods or Services. Interest charges for any overdue payments shall be paid by the 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 the licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to one (1%) percent and (2) the prime rate published by The Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. 5F expressly acknowledges that invoices and supporting documentation must be submitted timely and in accordance with all laws governing Texas county finances, including but not limited to the Texas Constitution, the Texas Government Code and the policies of Williamson County Commissioners Court and Auditor's Office. If payments become overdue for more than sixty (60) days, then in addition to any other available rights and remedies available to 5F under this Agreement or under applicable laws or in equity, 5F shall have the right to terminate this Agreement for default, or suspend Services until payment is received and recover all related monies earned to-date and all related costs arising from or related to the suspension, including demobilization and remobilization costs associated with cancellation of 5F's vendors and subcontractors.

10.4. In case of material breach of any obligation contained in this Agreement by either Party (hereafter referred to as the "**Breaching Party**"), the other Party (hereafter referred to as the "Non-**Breaching Party**"), shall give the Breaching Party notice thereof and allow a ten (10) day period in which the Breaching Party shall institute efforts to cure the material breach. If the Breaching Party does not initiate such efforts within the ten (10) day period, the Non-Breaching Party shall have the right to terminate the Agreement as the date it first gave notice to the Breaching Party thereof.

10.5. In the event of termination or expiration of the Agreement, 5F agrees to return the remaining balance of any unused payments or other monies advanced to 5F by WILCO, if any.

10.6. To the extent that all payments have been received for all Work Orders between the Parties, in the event of termination or expiration of this Agreement, 5F shall promptly return all materials, and hand over all work in

progress to WILCO.

10.7. The Work Orders entered into between Parties pursuant to the Agreement may be terminated individually for the specific assignment set out in such Work Order in accordance with the provisions set out in this Article 10. In the event that an individual Work Order is terminated in accordance with this Article 10, this Agreement and any remaining Work Orders or purchase orders continue to be in force and effective between the Parties.

11. INDEMNIFICATION

11.1. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVIE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY "THE INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILTY AND LIABLITY (OTHER THAN AS A RESULT OF INDEMNITEE'S NEGLIGENCE OR WILLFUL MISCONDUCT) FOR ANY CLAIN OR ACTION BASED ON OR ARRISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORKSITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

11.2. TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFIY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY "THE INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNET'S FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OR SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE; PROVIDED, HOWEVER, FOR THE AVOIDANCE OF DOUBT, ANY CLAIMS BASED ON A BREACH OF CONTRACT SHALL BE EXCLUDED FROM INDEMNIFICATION HEREUNDER.

11.3. Notwithstanding anything herein to the contrary, under no circumstances shall 5F be responsible for any indemnification obligations that result from, or relate to, acts or omissions of WILCO or its employees, agents, contractors, or any other third-party acting on WILCO's behalf.

12. WARRANTY

12.1. 5F represents and warrants that it has the requisite skills, professional ability, and experience to perform the Services. 5F shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing services similar to the Services in the same locality.

12.2. 5F represents and warrants that it has the right to enter into this Agreement and perform the services, and that there are no restrictions imposed on it which would prevent it from performing the Services and complying with all provisions of this Agreement.

12.3. Unless as otherwise agreed upon by the Parties, any goods provided under this Agreement or any associated

Work Order shall be free from defects in material or workmanship, shall be of new and good quality and fit for its intended purpose, and shall be in compliance with all standards generally accepted in the local industry.

12.4. 5F represents and warrants that, for the period beginning on the date 5F commences performance of the Services pursuant to each Work Order and terminating one (1) year from the substantial completion of the Services, the Services shall substantially comply with the requirements of the Work Order(s) and shall be free of any material defects.

12.5. At WILCO's and exclusive remedy 5F shall repair and/or replace any defective or non-conforming Services, at no charge to WILCO. Provided, however, 5F shall not be responsible for damage, defects, or deficiencies caused by: (.1) equipment abuses or misuse, (.2) work, installations, and/or modifications that are not performed by 5F; (.3) improper operation, and (.4) normal wear, tear, and usage.

12.6. **5F HAS NOT MADE AND DOES NOT MAKE ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER RELATING TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES REPRESENTATIONS AS TO: (.1) THE FITNESE, CONDITION, MERCHANTABILITY, DESIGN, OR OPERATION OR PARTS OF EQUIPMENT; (2) THE SERVICES FITNESS FOR ANY PARTICULAR PURPOSE; (.3) THE QUALITY OF WORKMANSHIP; OR (.4) THE PERFORMANCE OR CAPACITY OF EQUIPMENT. ANY AND ALL SUCH OTHER WARRANTIES AND/OR REPRESENTATIONS ARE EXPRESSLY DISCLAIMED BY 5F.**

13. WAIVER OF CONSEQUENTIAL DAMAGES

13.1. TO THE FULLEST EXTENT PERMITTED BY LAW, 5F SHALL NOT BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES SUFFERED BY WILCO UNDER ANY PART OF THIS AGREEEMENT, WORK ORDER OR CHANGE ORDER WHETHER OR NOT THE POSSIBILITY OF SUCH LOST PROFITS OR DAMAGES HAS BEEN DISCLOSED TO 5F OR COULD HAVE BEEN REASONABLY FORESEEN BY 5F.

14. LIMITATION OF LIABILITY

14.1. Notwithstanding any other provisions contained elsewhere in this Agreement or any Work Order to the contrary, (.1) the remedies stated in this Agreement are exclusive, and (.2) in no event shall the cumulative aggregate liability of 5F to WILCO for any damages, whether in contract, warranty, tort, negligence, strict liability, delay, error or omission, indemnity, or otherwise the for performance of the Services or breach of Agreement, or anything done in connection therewith, exceed ten (10%) percent of the Contract Price.

15. MISCELLANEOUS

15.1. **Notices:** All notices, demands, requests, or other communications hereunder shall be made in writing and shall be personally delivered, sent by registered or certified mail, or sent by facsimile or electronic mail, addressed as follows:

- If to 5F HVAC Service:
    - 5-F Mechanical Group, Inc.
      Attn: Steve Pack
      PO Box 81305 Austin, Texas 78708
      Phone: 512.771.5482

Email: steve.pack@5fmech.com

- If to 5F Plumbing Service:
  - 5-F Mechanical Group, Inc.
    Attn: Tommy Schwartz
    PO Box 81305 Austin, Texas 78708
    Phone: 512.269.6043
    Email: tschwartz@5fmech.com

- If to WILCO:
  - Williamson County Facilities Department
    Attn: Facilities Maintenance Director or designee
    3101 SE Inner Loop Georgetown, Texas 78726
    Phone: 512.943.1599
    Email: facilities@wilco.org

Any such notice shall be deemed to be given and received on the day on which the correspondence was delivered or transmitted. Either Party may change its address for service from time to time by giving notice in writing thereof to the other Party in accordance with this Article.

15.2. **Entire Agreement Modifications**: This Agreement, together with any exhibits, constitutes the entire agreement between the Parties. No amendment, modification, or discharge of this Agreement shall be valid or binding unless set forth in writing and executed by both Parties.

15.3. **Severability**: If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remainder of this Agreement shall remain valid in full force and effect.

15.4. **Assignment**: This Agreement or any other obligation hereunder shall not be assigned by either Party without the prior written consent of the other Party.

15.5. **Third-Party Beneficiaries**: This Agreement is not intended to confer upon any non-Party any rights or remedies hereunder.

15.6. **Binding Effect**: Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs, executors, administrators, legal representatives, and assigns.

15.7. **Waiver of Breach**: Failure of 5F to take action for nonperformance or for any breach of this Agreement shall not be construed as a waiver or relinquishment of any such term or condition, or of the right to enforce such term or condition in the event of any future reoccurring breach.

15.8. **Conflict**: To the extent any provision of this Agreement conflicts with any provision of any Work Order(s), the provisions of this Agreement shall govern unless the Work Order explicitly states otherwise.

15.9. **Dispute Resolution; Jurisdiction**: To the extent a dispute between the Parties arises from of relates to, (.1) this Agreement, (.2) Work Order(s), or (.3) Change Order(s), the Parties shall first meet informally to resolve such dispute. In the event that no resolution is achieved, the Parties, prior to the initiation for any action or proceeding under this section, shall make a good faith effort to resolve the dispute by negotiation between

representatives with decision-making power. In the event that the informal meeting does not resolve the dispute, the Parties shall submit the dispute to mandatory mediation before legal action is taken under this Agreement.

15.9.1. In addition to any other rights or remedies at law and/or equity, the prevailing party in any proceeding shall be entitled to full reimbursement for its attorney's fees, investigation expenses, expert witness fees and costs, and other costs and expenses occurred.

15.10. **Governing Law**: This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by and interpreted in accordance with the laws of the State of Texas without giving effect to the choice-of-law rules thereof.

15.11. **Legal Hold**: In the event of litigation or reasonably anticipated litigation, a Party may notify the other Party of the requirement to place a legal hold on specific records ("**Legal Hold Notice**"). Upon receipt of such a Legal Hold Notice, the records specified in the Legal Hold Notice must no longer be subject to normal documentation retention procedures and cannot be destroyed, altered, deleted, removed, or disposed of unless directed by such a receiving Party.

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

15.13. **Right to Audit**: 5F agrees that WILCO 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 and all books, documents, papers, and records of 5F which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. 5F agrees that WILCO shall have access during normal working hours to all necessary 5F facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. WILCO will give 5F reasonable advance notice of intended audits.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on _____(*Insert Date Here*).

Williamson County	**5-F Mechanical Group, Inc.**
By: _____	By: 
Name: _____	Name: Tommy Schwartz
Title: _____	Title: Service manager - Plumbing
Date: _____	Date: 03-07-2022

SF Mechanical Group Inc.
PO Box 81305 / Austin, TX 78708
Office 512.251.6880 / Fax 512.251.6401
TACLA 008268E M 16699

Ticket No. _____

Customer PO No. _____

Invoice No. _____

BILL TO	JOB SITE
Name	Name
Street	Street
City TX Zip	City TX Zip
MAKE MODEL NO.	SERIAL NO.

DESCRIPTION OF WORK REQUESTED				Suction Pressure	
				Discharge Pressure	
				Volts / Amps	L1
					L2
					L3
				Motor Amps	L1
				☐ Evap.	
				☐ Cond.	
				Superheat/Subcooling	
REFRIGERANT TYPE	LBS. RECOVERED	LBS. RECYCLED	LBS. ADDED		

PO No	Vendor	Amount	Qty	Item	Amount	Date	Reg	OT	PT	Emp. Name
						Total				
						☐ Billable ☐ Contract ☐ Warranty				
						Labor				
						Material				
						Environment Fee				
								Subtotal		
								Sales Tax		
				TOTAL MATERIAL				TOTAL		

Date	Technician	Customer Signature

SEE REVERSE SIDE FOR TERMS AND CONDITIONS WHICH APPLY TO THIS INVOICE

Master Service Agreement | Exhibit A

5F Mechanical Group Inc.
15705 Brenda Street
Austin, TX 78728

Phone: 512-251-6880 Fax: 512-251-5591

T & M Number _____

DATE _____

Comments _____

Customer _____

Address _____

DAILY TIMESHEET

Work Description: _____

Name	Hours ST	OT	PT	Name	Hours ST	OT	PT	
								HRS
								X $
								Total $
								HRS
								X $
								Total $

Materials	Materials

Customer Rep: (printed name)

Signature **Date:**

Complete ☐ **YES** ☐ **NO**

TACLA008268E
RMP16699

Tax

Master Service Agreement | Exhibit B

Customer	**SF Mechanical Group, Inc.**
<Insert WILCO Name> Attn: <CONTACT> <Insert WILCO Address> Tel: <PHONE> Fax: <FAX> Email: <EMAIL>	Attention _____ PO Box 81305 Austin, Texas 78708 512.251.6880 www.Sfmech.com <EMAIL>

Project:
Contract Price:
Contract Time:

Change Order Number: _____

This Change Order (the "Change Order") is made effective by and between WILCO and SF and is issued and governed by that certain Master Services Agreement (the "Agreement") dated _____ between the Parties. Unless otherwise defined in this Change Order, capitalized terms shall have the meanings ascribed to them in the Agreement. The terms and conditions of the Agreement are fully incorporated into the Work Order, and all such terms and conditions are binding on the Parties.

WILCO agrees to pay for all changes in the Service performed by SF under this Change Order according to the terms of the Agreement. The amount paid by WILCO shall be full compensation for all work requested and for effects of this change in the Work. The change, if any, in the Contract Price Amount shall be computed according to one of the following methods:

1. [_____] Lump Sum of [$_____]
2. [_____] Costs Plus a Fee
3. [_____] Unit Price
4. [_____] Other
5. [_____] No Change

If Item 2, 3, or 4 is checked, SF shall submit promptly to WILCO such itemized labor and material breakdowns as WILCO may reasonably require for Services performed or deleted from the Work Order issued pursuant to the Agreement as required by this Change Order. SF shall include the amount of such change in its next invoice for payment.

The Contract Time, if affected by this Change Order, is modified as follows:

Add [_____] Business Days OR deduct [_____] Business Days

Original Work Order Amount or Contract Price: [_____]

Changes in Work Order Amount or Contract Price from previously approved Change Orders: [_____]

Revised Work Order Amount or Contract Price: [_____]

Williamson County

By: _____

Name: _____

Title: _____

Date: _____

SF Mechanical Group, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Exhibit C –
Compensation and Fee Schedule

This attachment shall be completed and returned with the Contractor response / Service Agreement documents.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

Personnel Level	Hourly Rate – FY 22 (4/1/22 – 9/30/22)	Hourly Rate FY 23 (10/1/22 – 9/30/23)
1. Journeyman		
a. Regular Hours (7 am - 4 pm)	$ 92.00	$ 94.00
b. After Regular Hours (4:01 pm – 6:59 am)	$ 138.00	$ 141.00
c. Weekends or County approved Holidays	$ 184.00	$ 188.00
2. Apprentice		
a. Regular Hours (7 am – 4 pm)	$ 60.00	$ 62.00
b. After Regular Hours (4:01 pm – 6:59 am)	$ 90.00	$ 93.00
c. Weekends or County approved Holidays	$ 120.00	$ 124.00
3. Emergency Response during Regular Hours		
a. Journeyman	$ 92.00	$ 94.00
b. Apprentice	$60.00	$ 62.00
4. Emergency Response after Regular Hours		
a. Journeyman	$ 138.00	$ 141.00
b. Apprentice	$ 90.00	$ 93.00
5. Emergency Response on Weekends or Approved Holidays		
a. Journeyman	$ 184.00	$ 188.00
b. Apprentice	$ 120.00	$ 124.00

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Commissioners Court - Regular Session **34.**

Meeting Date: 03/22/2022

Approval of Williamson County Constable Pct. 2 Remodel and Repairs with The Roof Company for Facilities Departmer

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving agreement between Williamson County and Austin Montgomery d/b/a The Roof Co. to provide wall repair services at the Williamson County Constable Pct. 2, in the not-to-exceed amount of $19,435.00, and authorizing the execution of this agreement.

Background

This service will provide the materials and labor to perform demo, patch flooring as needed, patch/repair drywall and wrap glass, replace ceiling tiles and transaction window at the Williamson County Pct 2. located at 350 Discovery Blvd, Cedar Park, TX 78613. Competitive quotes were obtained for this project. Funding source 01.0100.1032.004509. Department point of contact will be Dwayne Gossett.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2022 10:07 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 10:22 AM
Form Started By: Andrew Portillo		Started On: 03/15/2022 10:01 AM
Final Approval Date: 03/17/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
CONSTABLE PCT. 2 REMODEL/REPAIRS
(350 Discovery Blvd, Cedar Park, TX)
(The Roof Co.)

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Austin Montgomery d/b/a The Roof Co.** (hereinafter "Service Provider"), with mailing address at 141 Woods Ln., Bruceville, TX 76630 (phone 254-722-0833). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

II.

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

A. As described in the attached Statement of Work/Proposal (March 1, 2022), which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Agreement and any of the above-referenced Agreement documents/exhibits or incorporated documents.

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Statement of Work/Proposal which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $19,435.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum

of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000

Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

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

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

VII.

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

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

NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

As described in the Statement of Work/Proposal (March 1, 2022), which is incorporated herein as if copied in full.

IX.

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

X.

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

XI.

Termination: 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.**

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

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

XVII.

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

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:

_____
Hon. Bill Gravell
Williamson County Judge

Date: _____ ___, 20____

Service Provider: The Roof Co. Waco

Austin Montgomery
Authorized Representative

Date: March 10, 2022

Exhibit(s)
Statement of Work/Proposal (March 1, 2022)
(Incorporated herein as if copied in full)

Released by Austin Montgomery on Mar 1, 2022 **Released**

The Roof Co. Waco LLC

3605 Franklin Ave • Waco, TX 76710-7327 • Phone: 254-651-1776 • Fax: 254-651-1876

Williamson County - Dwayne Gossett
Cell: 512-943-1611

3101 SE Inner Loop
Georgetown, TX 78626

Job Address:
350 Discovery Blvd
Cedar Park, TX 78613

Print Date: 3-3-2022

Proposal for Wilco Constables Office - Remodel

Estimate is based on market conditions of March 2022 and is valid for (15) days.
-Price is based on having unrestricted access to work area
-Price is based on (1) mobilization & (1) demobilization *additional compensation may be requested should additional mobilizations or stand by time be required

Items	Price
Bunkhouse Remodel	
Reception Area Remodel Materials & Labor To: -perform select demo at reception of constables office -patch flooring as needed to match existing -patch/repair drywall and paint to match existing -wrap glass w/ new constables logo (frosted) -replace ceiling tiles in reception area as needed -provide & install transaction window with ticket tray at ADA height Excludes: -new millwork -content manipulation -new electrical, data or security -permits/plans/engineering	**$14,950.00**
General Conditions General Conditions: -provide supervision & project management -provide temporary protection for floors & dust control -provide dumpster & haul off services	**$4,485.00**

Total Cost:	**$14,950.00**
Total Markup:	**$4,485.00**
Total Price:	**$19,435.00**

Exclusions:

1. The contractor will furnish of the labor and materials which are necessary to perform the work. Unless otherwise stated in this proposal, the labor and materials that are furnished will be those which are ordinarily used in the construction industry.
2. The contractor will perform the work in accordance with any applicable plans and specifications that have been provided prior to date of this proposal. The contractor however will not be responsible for the property of such plans or specifications.
3. In performing the work, the contractor will be entitled to assume that the work of the other contractors has been properly performed. The contractor will not be required to inspect the work of others and will not have the liability for any problems which may arise as result of other work.
4. All preparatory work at the site which is to be undertaken by others, prior to work of the contractor must be properly completed in order for the contractor to perform the work described in this proposal. The contractor will no responsibility for any preparatory work or the result thereof.
5. The contractor will only be responsible for the specific work which is described herein. If any additional work is required, or any changes are made during the construction which increase the cost of performance, the contractor will be entitled to add additional charge.
6. Similarly, if any abnormal surface and subsurface conditions which could not reasonably have been expected by the contractor are encountered at the project site, the contractor will be entitled to add and additional charge for any increase in the cost of performance.
7. Any additional charges which are added by the contractor will be reasonable. If there is any disagreement regarding the reasonableness of its charges, the contractor may suspend all of its work until the disagreement is resolved or may terminate its contract without liability.
8. The contractor will perform the work with reasonable diligence but will not be responsible for any delays which may occur because of weather, strikes, transportation difficulties, and shortages of materials, mechanical breakdown or any other conditions that are beyond its reasonable control.
9. The contractor will not be responsible for any test or permits that may be required to perform the work unless otherwise provided by this proposal. Likewise, the contractor will not be responsible for engineering or surveying services unless otherwise provided herein.
10. When the work is completed, the contractor will leave the site in reasonably clean condition. All objections to its work, which are based on conditions that are visible at the time of completion, must be brought to its attention prior to the time it leaves the site or will be waived.
11. If the work is to be performed on any residential property, or is for any personal, household or family use, credit will not be extended. The contractor, at its election will be entitled to payment if full either before the work begins or immediately upon its completion.
12. If the work is to be performed on commercial property, progress payments may be permitted if a credit application is submitted to and approved by the contractor prior to the beginning of the work. The contractor will not perform any work hereunder if credit is not approved.
13. All process payments which are to be made to the contractor will payable on the 10th day of the calendar month following each month that work is performed. Any progress or other payments which are not made when due shall bear interest at the rate of 18% per annum.
14. Unless otherwise specifically agreed on the reverse side hereof, or required by law, no retainage will be withheld from the amounts which are payable to the contractor for the work performed hereunder. The contactor will be entitled to receive full payment as provided herein for all work performed.
16. This proposal contains all of the terms and conditions which constitute the offer of the contractor. Acceptance is strictly limited to the terms and conditions set forth herein and unless the contractor otherwise agrees in writing, no other terms or conditions will apply to the work.
17. This proposal will remain in effect for a period of 30 days from the date shown. If it is not accepted within the period by a person who is authorized to do so, and returned to the contractor, this proposal will lapse without further actions on the part of the contractor.
18. Not responsible for cracking or vegetation growth, or water puddling.
19. Excludes rock excavation, if required
20. Excludes back filling CMU block wall
21. Excludes SWP3 plan and erosion control, if required
22. Excludes soil and compaction testing by contractor or third party, if required
23. Excludes permits, engineering or surveys if required
24. Excludes any warranty of any type or future maintenance of any kind
25. Excludes digging out existing piers completely
26. Excludes excavation of existion sub grade and bringing in materials for back fill, if required

Payment Terms - progress payments

TERMS AND CONDITIONS

- ACCEPTANCE: All Proposals are subject to acceptance by The Roof Co. Waco, LLC ("Contractor"). Changes requested by Customer in writing or required hereunder, shall be subject to Contractor's approval and, if accepted, shall be paid by Customer in addition to the Proposal price. All of Contractor's rights and remedies hereunder extend to changes. Unless otherwise agreed in writing all changes are at Contractor's regular price. This Proposal does not include, unless expressly specified, any asbestos abatement, removal, encapsulation or any removal of lead paint. If asbestos or lead paint is found existing on the premises, any cost to abate, remove or encapsulate shall be paid by Customer as an extra. Customer represents that he/she owns the property at which the work is to be performed. Customer will identify boundary lines and be responsible for obtaining any necessary zoning variations before commencement of work.
Contractor shall comply with all local requirements for building permits, inspections and zoning. All surplus material remains Contractor's property. While the work is being performed, Contractor may use the Customer's utilities at no cost. If Contractor is unable to complete the work for any reason, it may assign its obligations hereunder to a contractor of its choice. All rights, remedies and privileges of Contractor hereunder inure to the benefit of and are enforceable by an assignee of the Proposal. Customer agrees to execute all other documents that Contractor may require to carry out the terms of this Proposal or to comply with all applicable laws. Contractor may make minor variations in work or substitute material of equal or better quality without consent of Customer.
- Contractor will give building owner 24-hour written notice on any satellites, cables, data, IT, networking, antennas, boosters, dish, etc. that may be moved while performing the work. It will be the building owner's responsibility to notify all tenants that a disruption in their service may occur, and they will be responsible for contacting & payment of their provider to recalibrate or reset any of the above-mentioned service.
- Contractor will not be responsible for ANY disruption (noise, loss of network, revenue, etc.) during the time of the performed work. Hours of work to be Monday through Friday 8-5 unless otherwise noted.

- EXISTING BUILDING: Contractor will not be responsible for any existing mechanical, electrical, plumbing, etc. unless otherwise defined in our original scope of work. Please note that units (HVAC, condenser, satellites, etc.) may be lifted slightly for install of new roof and that Contractor will not be held responsible for any of the unit's function. In cases of recovering an existing roof, Contractor will not be responsible for any leaks and or damages to property during the time of install of new roof unless otherwise caused by negligent workmanship to the new roof. Contractor will not be responsible for any leaks and or damages to property from the following: unknown moisture under existing roof, leaks from mechanical units, leaks from other portions of existing roof not yet completed with new roof, or other causes or conditions beyond Contractor's reasonable control. It is the tenants'/owner's responsibility during the event of the leak to protect their property from damages and to notify Contractor within 24-hours of time of leak. Contractor will not be held liable from any non-working signage, neon/LED lighting, fixtures, TV's, computers or any other property during or after install of new roof.

Tenant/Owner Initial: _____

- Your Proposal must provide proper documentation (photographs of before & after, times/dates, video, etc.) of issue within 24-hours to Contractor to determine if Contractor was responsible for the issue. If all documentation is not turned in within 24-hours of notification Contractor will not be held liable for any issues or damages. Contractor will not be responsible for any services (electrical, plumbing, HVAC, conduits, etc.) that may be mounted to the deck of the roof and that may be compromised during the installation of the new roof. Unless otherwise PAID for by owner of the building, Contractor will not conduct a search & locate of any service below the roof. If owner wishes to proceed WITHOUT a search & locate, then owner is responsible for any compromises/damages that may occur during time of install of new roof.

CANCELLATION AND DEFAULT: The material listed on the front or any approved insurance company description of work and materials is specially ordered and cannot be canceled by the Customer after any right of rescission period has expired. Customer agrees that title to the materials does not pass to Customer under this Agreement until said materials are paid in full. Customer further agrees that in the event of default, Contractor, has a right of possession and that the Customer will make available to Contractor, at a reasonable time, the materials provided under this Proposal.
- If Customer cancels this Proposal or defaults in any way after any rescission period has expired, and the materials have already been ordered by Contractor, the Customer agrees that Company shall be entitled to the entire approved price for the materials. The Customer shall be in default under this Proposal if any of the following conditions or events occur: (A) a default in payment of the approved price by Customer, (B) Customer fails to provide access to Contractor, at reasonable times during the hours of 7:30 a.m. to 7:30 p.m., Monday through Saturday to perform the work as described in this Proposal; (C) any other failure by Customer to comply with the terms and conditions of this Proposal. In the event of the default, the Customer shall be liable for all damages incurred by Contractor.

DATES OF PERFORMANCE: Approximate commencement and completion dates of the Proposal are estimates only and Contractor shall not be responsible for delays in either the starting date for the work or substantial completion. Any delays caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating time frames for payment or performance. Contractor is not responsible for delay or inability to perform caused by Acts of God, strikes, war, riots, shortages, weather conditions, public authorities or other causes or conditions beyond its control. Contractor will not be held responsible to liquidated damages for any shortages caused by suppliers that

may cause delay in project.

SUPERVISION: Unless otherwise noted, Contractor will have, at its own discretion, the supervision onsite.

JOINT AND SEVERAL AGREEMENTS: Customer agrees that upon acceptance of this Agreement by Contractor, each of the Customers shall be jointly liable and that each is the agent of the other for the purpose of binding each and all Customers for specification changes, work order changes or adjustments to the original Proposal.

LIMITED WARRANTY: Contractor warrants material is of standard grade quality and will transfer to Customer all manufacturers' written guarantees upon request. The manufacturer does offer a limited warranty on the materials sold and all claims by the Customer for breach of material warranty must be brought directly against the manufacturer. Customer hereby waives all claims for breach of material warranty of any type against Contractor, Customer will be supplied with the warranty information from the manufacturer after payment for the complete work. A specimen copy of the warranty by the manufacturer is available upon request. Contractor warrants workmanship for (2) years after the date of substantial completion and will remedy substantial defects within a reasonable time after receipt of written notice from Customer within such two-year period. This remedy is Customer's exclusive remedy for any workmanship warranty claim.
- THERE ARE NO OTHER WARRANTIES PROVIDED BY CONTRACTOR EXPRESS OR IMPLIED AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PURPOSE. This workmanship warranty inures to the benefit and is enforceable only by the Customer and is to not transferable or assignable. Contractor, shall not be liable for any incidental or consequential damages.
- No warranty of any type exists until all work is paid in full. Additional terms applicable to Contractor's warranties appear on the last page.

LIMITATION OF LIABILITY: Notwithstanding anything to the contrary contained in this proposal or any contract document between contractor and customer, contractor shall in no event be liable for any indirect, exemplary, special, consequential or incidental damages of any kind, even if Contractor has been advised of the possibility of such damages, nor shall Contractor's Liability for any direct damages exceed the total amount paid to Contractor for it's work hereunder.

- ENTIRE AGREEMENT AND GOVERNING LAW: This Proposal contains the entire agreement between the Customer and Contractor and supersedes all other written and/or oral agreements. Any changes to this Proposal must be in writing and signed by both parties. This Proposal and any disputes related to the Proposal or Contractor's performance will be governed by and construed in accordance with the laws of the State of Texas. To the fullest extent permitted by the applicable governing law, any disputes and or suits resulting in litigation shall be held in Waco, Texas (McLennan County), and Customer agrees to the exclusive jurisdiction of the courts sitting in such County.

- DEDUCTIBLES AND PAYMENT: Even if Contractor's work is covered by Customer's insurance, the payment of 100% of the deductible is to be paid by the Customer based on the rates of the Customer's insurance company. (See your insurance policy or claim for amounts). Under federal law, Customer is responsible for paying its insurance deductible. Deductibles (unless otherwise agreed in writing) are due upon completion of work. It is a felony to commit insurance fraud and Contractor will not waive, pay, etc. deductibles. Failure to pay deductible will result in liens against the property.
- The amount shown on the attached proposal is due by the Customer UPON COMPLETION even if insurance proceeds are not yet received or delayed by the insurance company. Unless prior arrangements are approved, Customer shall make check payable to Contractor in the invoiced amount of the contract value and present to Contractor prior to work starting or materials being ordered.
- This agreement in its entirety (if not the prime contract) shall be added to the prime contract as an exhibit or attachment to the contract. Owner is responsible for paying all taxes that are required for the project unless a tax exempt certificate is provided.

- LIEN: To secure payment for the material and labor furnished, Contractor shall be deemed granted a mechanics', artisans', and/or materialman's lien on the subject property and/or improvements to the extent provided under applicable law. Provided all requisite notices are timely given, all necessary affidavits are timely filed, and Contractor otherwise complies with all applicable provisions of applicable law, Contractor shall have all rights to and to enforce such lien as provided by any applicable law.

- ADDITIONAL WARRANTY TERMS AND RETURN POLICY:
(1) year workmanship warranty & standard manufacturer warranty on materials

- RETURN POLICY: NO RETURNS on ordered and or fabricated materials. If job is canceled during the ordering process, Contractor will work with Customer and identify what and what cannot be returned. Customer agrees to pay Contractor for any ordered and or fabricated material that are not returnable.

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____

Commissioners Court - Regular Session **35.**

Meeting Date: 03/22/2022

Approval of Southwest Regional Park Splash Pad Repairs with Perez Construction 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 service contract between and Williamson County and Perez Construction, LLC., for the repairs of the South West Regional Park Splash Pad, in the not-to-exceed amount of $15,652.50, and authorize the execution of the agreement.

Background

This project is to repair the area damaged by the removal of the splash pad slide located at the Williamson County South West Regional Park 3005 CR 175 Leander, TX 77861. Three quotes were obtained for this project. The quotation includes a detailed scope of work. Funding Source is 01.0100.1072.004509. The department point of contact is Angel Gomez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

proposal & quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2022 09:58 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 10:23 AM
Form Started By: Andrew Portillo		Started On: 03/15/2022 10:02 AM
Final Approval Date: 03/17/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
SOUTHWEST REGIONAL PARK
SPLASH PAD REPAIRS

(Perez Construction LLC)

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Perez Construction LLC** (hereinafter "Service Provider"), with offices at 1205 Power Road , Georgetown, TX 78628 (phone 512-804-8236). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

II.

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

A. As described in the attached Statement of Work/Proposal (February 17, 2022), which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Agreement and any of the above-referenced Agreement documents/exhibits or incorporated documents.

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Statement of Work/Proposal which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $15,652.50, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum

of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000

Property damage	$1,000,000	$1,000,000
	Aggregate policy limits	No aggregate limit

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

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

VII.

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

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

NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

As described in the Statement of Work/Proposal (February 17, 2022), which is incorporated herein as if copied in full.

IX.

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

X.

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

XI.

Termination: 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.**

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

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

XVII.

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

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:

_____
Hon. Bill Gravell
Williamson County Judge

Date: _____ ___, 20____

Service Provider: FABIAN PEREZ

_____
Authorized Representative

Date: MARCH 9, 2022

Exhibit(s)
Statement of Work/Proposal (February 17, 2022)
(Incorporated herein as if copied in full)

BID TABULATION SHEET

Date of Bid:	1-Mar-22	Bid Due Date:	ASAP	Delivery Date:	TBD	Div No:	509

Project:	*SW REGIONAL PARK - SPLASH PAD REPAIRS*	Project ID:	
Location:	*SW REGIONAL PARK, 3005 CR 175, LEANDER, TX 77861*	Solcited by:	J.A.GOMEZ

Scope: Repair area damaged by the removal of the Splash Pad slide; to include installation of 2x2x4 ft butter blocks (5 each), Tuckandpint througout waterfall stone, waterfall butter blocks etal and concrete trap doors (5 each).

Bidder	Company Name	POC:	Telephone	Email	Bid Recvd
A	Perez Construction LLC	Fabian Perez	512-804-8236	fabianperez333@gmail.com	YES
B	Quintanilla Concrete	Antonio Quintanilla		antonioquintanilla2889@gmail.com	No Response*
C	Bulls Prime Construction	E. Lace	512-971-8766	enlace@bullsprime.com	No Response*
D	Alphascape	Main Office	256-499-1132	info@alphascapes.net	No Response*

NOTE: * Call was made to each contractor followed by 2 emails requesting proposal on 2/23/2022 and 2/28/2022.

				Bidder A		Bidder B		Bidder C	
Item	Description of Task	Quanity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Butter Blocks 5 each	LS	LS	$ 3,500.00	$ 3,500.00				
2	Tuckandpoit	LS	LS	$ 3,500.00	$ 3,500.00				
3	waterafll butter blocks	LS	LS	$ 3,452.00	$ 3,452.00				
4	Trap Doors	LS	LS	$ 5,200.00	$ 5,200.00				
	Total				$ 15,652.00		0		0

Vendor Selected: Perez Constrcution LLC

Prepared by: JESUS ANGEL GOMEZ/ **Date:** 02-Mar-22

Print/Signature

Purpose: This form is used for construction and service projects not to exceed $50,000.

Form: FACBidsheet-jagMAY21

PEREZ CONSTRUCTION LLC

1205 Power Road, Georgetown, TX 78628
512-804-8236
Fabianperez333@gmail.com
Admin@perezconstructionllc.com
TEXAS HUB CERTIFICATE #: 1352634751600
TEXAS HUB VENDOR #: 518005

QUOTE

DATE: 2/17/2022

To: *Keith Geer*
Superintendent
Williamson County Parks and Rec
219 Perry Mayfield
Leander, Texas 778641

LOCATION	SCOPE OF WORK	AMOUNT
Wilco Regional Park 3005 CR 175 Leander, TX	• *2x2x4 Butter Blocks (5)* • *Tuck and Point throughout waterfall stone* • *Waterfall butter blocks* • *Metal and concrete trap doors (5)* All equipment, labor, materials, and haul off included.	$3,500.00 $3,500.00 $3,452.50 $5,200.00
	TOTAL QUOTE AMOUNT	**$15,652.50**

Commissioners Court - Regular Session **36.**

Meeting Date: 03/22/2022

Approval of Purchase and Installation Agreement for Septic System from Sudderth Brothers Contracting, Inc. for Facilities Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the purchase and service contract between Sudderth Brothers Contracting, Inc and Williamson County for the installation of an engineered septic system located at 3803 FM 1869 Liberty Hill Texas in the amount of $19,750.00 and execution of the agreement. Funding Sources is 445P.

Background

This project is to install an engineered septic system located at 3803 FM 1869 Liberty Hill Texas. The quotation includes a detailed scope of work in the amount of $19,750.00. Four vendors were contacted for quotes with one vendor responding. Funding Source is 445P. The point of contact is Dwayne Gossett.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Agreement

vendor proposal estimate

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2022 10:04 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 10:26 AM
Form Started By: Johnny Grimaldo		Started On: 03/16/2022 03:05 PM
Final Approval Date: 03/17/2022		

Agreement for Construction Services

This Agreement for Construction Services ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("County") and Sudderth Brothers Contracting, Inc. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 PROJECT; WORK: The County desires to retain Contractor for the construction of an Onsite Sewage Facility (OSSF) at the Williamson County Adult Probation (CSCD) facility located at 3803 FM 1869, Liberty Hill, Texas (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the County's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: County agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of NINETEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($19,750.00) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 SCOPE OF WORK, PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described scope of work, plans and specifications, being attached as Exhibit "A" and incorporated by reference, as well as any agreed upon written revisions made thereto.

ARTICLE 4 COMPLETION: The Work shall be fully and finally completed within fifteen (15) calendar days from the date the Work is commenced; provided, however, County shall extend said time period in the event bad weather affects the progress of the Work. Contractor shall commence the Work upon instruction to do so from the Williamson County. County shall determine when the Project has been fully and finally completed to its satisfaction.

ARTICLE 5 PAYMENT: Contractor shall receive one lump sum payment of the Contract Price upon completion of the Project.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use

its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of County in accordance with County's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Contractor be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the County informed of the progress and quality of the Work.

6.5 Insurance. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by County in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with County whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the County.

6.5.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to County.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$250,000 Ea. Accident
Bodily Injury by Disease	$250,000 Ea. Employee
Bodily Injury by Disease	$250,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE

Comprehensive General Liability (*including premises, completed operations and contractual*)	$500,000	$500,000

Aggregate policy limits: $500,000

Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$500,000	$500,000
Property damage	$500,000	$500,000

Aggregate policy limits No aggregate limit

Builder's Risk Insurance
(*all risks*)

An all-risks policy shall be in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The County shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the County waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6.5.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this project.

6.5.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the County." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

6.5.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the County.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or

employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the County prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the County showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the County:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the County will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the County in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the County that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the County to declare the Agreement void if the

Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

6.5.5 **The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement.** The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the County may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

6.5.6 The County reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

6.5.7 The County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

6.5.8 **The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the County may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.**

ARTICLE 7 INDEMNITY

7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE

RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

7.2 Except for the obligation of County to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the County; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a full twelve months following Final Completion and final payment.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 Interest and Late Payments. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall

be paid by 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 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.

In the event that an error appears in an invoice/application for payment submitted by Contractor, County shall notify Contractor of the error not later than the twenty first (21st) day after the date County receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the County, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

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

9.3 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

9.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the County is a party.

9.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

9.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or County for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or

transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

9.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

9.8 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give County the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of County in the results of the Work only. County shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall County have the power to direct the order in which Contractor's Work is performed under this agreement. County and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of County for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by County.

9.9 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

9.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

9.12 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

9.13 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and County and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and County.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	SUDDERTH BROTHERS CONTRACTING, INC.
By: _____	By: [signature]
Printed Name: _____	Printed Name: Del Ray Sudderth
Title: _____	Title: President
Date: _____	Date: 3/16/2022

EXHIBIT "A"

SCOPE OF WORK AND DESIGN, PLANS & SPECIFICATIONS

Contractor shall perform the following:

1. Installation of an Onsite Sewage Facility at Williamson County Adult Probation (CSCD) facility located at 3803 FM 1869, Liberty Hill, Texas pursuant to the design, plans and specifications created and issued by Kevin J Moore - LPD System and in accordance with the OSSF permit issued by Williamson County.

Special Conditions and Exceptions:

1. Contractor will not connect water softener discharge pipes.
2. Field will be Seeded (Sod available at additional costs). Contractor will not be responsible for field washouts due to rain.
3. County shall run electricity to septic stubout.
4. If septic tanks require 18 or more inches of cover due to depth of outlet pipe from foundation, there will be additional charges for traffic or thicker tank lids.
5. If hoe ram exceeds eight (8) hours, additional hours will be billed at $150.00 per hour.
6. Plumbing of water softener into tanks will void warranties.
7. Installing lawn irrigation heads within ten (10) feet of septic field will void warranty.
8. Contactor will not be responsible for haul off.
9. Tanks and alarm boxes have a 1 (one) year warranty from date of installation.

Sudderth Brothers Contracting, Inc.
P.O. Box 1663
Leander, TX 78646 US
512-260-2747
Sudderthbros@gmail.com
sudderthbros.com

Estimate

ADDRESS
Dwayne Gossett 3101 SE Inner Loop Georgetown, Texas 78628

SHIP TO
Dwayne Gossett 3101 SE Inner Loop Georgetown, Texas 78628

ESTIMATE #	DATE	
[redacted]	02/17/2022	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
02/17/2022	**Septic System**	Installation of engineered septic system located at 3803 FM 1869 - Liberty Hill, Texas - Williamson County permit TBD - Kevin J Moore design - LPD system.	1	19,750.00	19,750.00
	Note Septic Wilco/LCRA	50% draw due upon excavation with balance due upon completion. Plumbing of water softener into tanks will void warranties. SBCI will not connect water softener discharge pipes. Field will be seeded. Sod available at additional costs. Not responsible for field washouts due to rain. Builder to run electricity to septic stubout. If septic tanks require 18 or more inches of cover due to depth of outlet pipe from foundation there will be additional charges for traffic or thicker tank lids. If hoe ram exceeds eight (8) hours, additional hours will be billed at $150.00 per hour. Installing lawn irrigation heads within ten (10) feet of septic field will void warranty. Quote valid for 90 days. References available upon request. SBCI insured through The Nitsche Group. SBCI not responsible for haul off. Tanks and alarm boxes have a 1 (one) year warranty from date of installation.	1	0.00	0.00
	Includes	Mobilization, installation labor, materials, and final inspection from Williamson County.	1	0.00	0.00

TOTAL	$19,750.00

Accepted By

Accepted Date

Commissioners Court - Regular Session **37.**

Meeting Date: 03/22/2022

Purchase and Installation Agreement for Janitorial Closet Health District Building from Falkenberg Const

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the agreement between Falkenberg Construction Co., Inc. and Williamson County for the installation of a new Janitorial Closet in the Health District Building, in the amount of $45,396.78, pursuant to Buyboard contract 581-19, and execution of the agreement. Funding Source is P535.

Background

This project is to install a new Janitorial Closet on the second floor of the Health District Building. The quotation includes a detailed scope of work in the amount of $45,396.78. Funding Source is P535. The department point of contact is Angel Gomez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement

vendor proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2022 05:56 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 11:23 AM
Form Started By: Johnny Grimaldo		Started On: 03/16/2022 03:26 PM
Final Approval Date: 03/17/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
HEALTH BLDG. RENOVATIONS

(Falkenberg Construction Co., Inc.)

(Via BuyBoard #581-19)

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Falkenberg Construction Co., Inc.** (hereinafter "Service Provider"), with offices at 205 Cheatham St., Ste. 2, San Marcos, TX 78666 ([redacted]). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

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 The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Proposal [redacted], which is dated February 16, 2022 and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $ $45,396.78, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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. This Williamson County Services Contract;
B. Proposal [redacted];
C. BuyBoard #581-19; and
D. Any required insurance certificates.

VII.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000

Aggregate policy limits: $2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000

Aggregate policy limits No aggregate limit

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

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

VIII.

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

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

IX.

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

As described in Proposal [redacted], dated February 16, 2022and incorporated herein as if copied in full.

X.

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

XI.

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

XII.

Termination: 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. The County will only be liable for its pro rata share of services rendered and goods actually received.

XIII.

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

XIV.

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

XV.

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

XVI.

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

XVII.

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	_____
Authorized Signature	Authorized Signature
_____	John E. Castro
Printed Name	Printed Name
Date: _____ ___, 2022	Date: March 16, 2022

Exhibit
Proposal [redacted] Dated February 16, 2022
(Incorporated herein as if copied in full)

falkenberg
CONSTRUCTION CO., INC.

February 16, 2022

Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Reference: **Contract #: Buy Board 581-19**
Williamson County Health Bldg. Renovations
FCC Proposal 7004.22
Attention: Angel Gomez

We propose to furnish labor, material and equipment to perform minor renovations within the Williamson County Health District Building per Scope of Work below.

Base Bid: 2nd Floor Janitors Closet

R.S. Means		$45,193.41
Coefficient Deduct	0.98	-$903.87
Subtotal		*$44,289.54*
Bonds	2.50%	$1,107.24
TOTAL		***$45,396.78***

Forty Five Thousand Three Hundred Ninety Six and 78/100……Dollars

I. Documents: Proposal and RS Means Justifications

II. Scope of Work:

Base Bid: Janitors Closet

- Construct new janitors closet on second floor
  - Walls are to go to ceiling grid(tape, float, texture and paint to match existing)
  - Move and add smoke detectors and/or fire sprinklers as needed per code
  - Rework light circuitry to provide solo light within new space
  - Move plugs/ add gfci as needed
  - Install standard door and hardware within hollow metal frame
  - Install new mop sink within new janitor closet (tie into existing plumbing)
- Construct new interior access door way in the southwest corner
  - Provide and install new standard wood door, HMF and hardware(no automatic opener)
  - Move and add smoke detectors and fire suppressions as needed per code.
  - Move and add smoke detectors and fire suppressions as needed per code.
  - Williamson county is to provide and install all final cores/keys

III. Exclusions:

Tax, Permits, Inspections
Badge access, or handicap pushbuttons
Conduit or frame prep for future badge access
Flooring
Ceramic tile
Overtime or afterhours work
Automatic openers
Work to Front Entrance

IV. Clarifications:

Please review and call me if you have any questions.
Thank you for the opportunity to bid this and any future projects.

Sincerely,

FALKENBERG CONSTRUCTION COMPANY, INC.

Triston Moore
Project Manager

Commissioners Court - Regular Session **38.**

Meeting Date: 03/22/2022

ODR for County Architect

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the appointment of Williamson County Architect, Trenton Jacobs, with general authority to approve invoices and change orders for the Williamson County Facilities Management department in accordance with Section 262.031 of the Local Government Code.

Background

The Williamson County Commissioners Court previously granted specific Williamson County Facilities employees with authority to approve change orders and invoices for specific Williamson County construction projects. In order to prevent delays that may result when a previously authorized employee is sick or otherwise unable to approve a particular change order or invoice, it is necessary to also grant the Williamson County Architect (Trenton Jacobs at this time) with authority to approve change orders and invoices in relation to Williamson County construction projects. Any change orders approved by Williamson County Architect will be placed on the Consent Agenda, so they are acknowledged and made a part of the minutes of the Williamson County Commissioners Court.

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	03/10/2022 03:43 PM
Form Started By: Wendy Danzoy		Started On: 03/10/2022 03:35 PM
Final Approval Date: 03/10/2022		

Commissioners Court - Regular Session **39.**

Meeting Date: 03/22/2022

Expo Center Improvements (P562) WA4-SWA2_Kleinfelder

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Agreement No. 2 to Work Authorization No. 4 under Williamson County Contract between Kleinfelder, Inc. and Williamson County, dated August 12, 2021, for On-Call Materials Testing and Geotechnical Services for the Williamson County Expo Center Improvements (P562). This is to increase funding to $18,125 for additional required testing. Funding Source will be P562.

Background

This supplemental agreement is to increase the maximum amount payable to $18,125 for additional testing services required by the County. Point of contact is Angel Gomez, Project Manager for Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kleinfelder SWA2 to WA4

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/17/2022 09:45 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 10:24 AM
Form Started By: Wendy Danzoy		Started On: 03/16/2022 08:59 AM
Final Approval Date: 03/17/2022		

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 4

PROJECT: **Expo Center Various Improvements, Parks Bond A** ("Project")

PLANNER/ LANDSCAPE ARCHITECT: **Kleinfelder, Inc.** ("A/E")
Stephen James, Materials Manager
11000 Metric Blvd., Suite 100
Austin, Texas 78758

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Parks Department**
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS SUPPLEMENTAL WORK AUTHORIZATION NO. 2 TO WORK AUTHORIZATION NO. 1, is made pursuant to the terms and conditions of the **On-Call Materials Testing and Geotechnical Services,** dated **May 5, 2020**, and becomes 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.

ARTICLE 1

The Design and Engineering Services provided by A/E under the Work Authorization are hereby modified as set forth in **Attachment A** of this Supplemental Work Authorization.

ARTICLE 2

The maximum amount payable to A/E for Basic Services under the Work Authorization is hereby **increased** from **Six Thousand, Eight Hundred Forty Dollars ($ 6,840)**, to **Eighteen Thousand, One Hundred Twenty-Five Dollars ($ 18,125)**, as set forth in **Attachment B** of this Supplemental Work Authorization. Payment to A/E for the services established under this Supplemental Work Authorization shall be made in accordance with the Agreement.

ARTICLE 3

The above referenced Work Authorization termination date shall be modified to **May 30, 2022**, as set forth in **Attachment C** of this Supplemental Work Authorization. The Planning, Design and Engineering Services set forth in **Attachment A** of this Supplemental Work Authorization shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization.

ARTICLE 4

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

ARTICLE 5

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

ARTICLE 6

This Supplemental Work Authorization is hereby accepted and acknowledged below.

A/E:
Kleinfelder, Inc.

By: _____
Signature

David Boes
Printed Name

Area Manager
Title

Date Signed: March 15, 2022

WILLIAMSON COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

ATTACHMENT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

SCOPE OF WORK:

Williamson County Expo Center
5350 Bill Pickett Trail, Taylor, TX 76574
Precinct 4
Bond Program 2020-A
P-562

TABLE 1
Special Inspection and Construction Materials Testing
Fee Estimate
WILCO EXPO Center Main Arena RenovationsTaylor, Texas 76574

Special Inspection and Construction Materials Testing

Reinforced Concrete Inspection and Testing Services

visit	Number of Visits Total	Hours each Rate	Cost	
Technician - Slab, Grade Beam, and Stem Wall	6 48	8 $60.00	$2,880.00	
Technician - Reinforcing Steel Placement	6 36	6 $60.00	$2,160.00	
Technician - Post Installed Anchors and Epoxy Dowels	4 32	8 $60.00	$1,920.00	
Technician- Sample Pick-up - Concrete Cylinders	6 12	2 $60.00	$720.00	
Vehicle/Round Trip Charge	22 22 $50.00		$1,100.00	
ESTIMATED SUBTOTAL				**$8,780.00**

Reinforced Concrete Laboratory Testing Set	Sets Total (each)	Cylinders Per Rate (each) (each)	Cost	
Concrete Compression, 4x8 Cylinders	6 30	5 $25.00	$750.00	
ESTIMATED SUBTOTAL				**$750.00**

Project Management, Administration and Quality Assurance	Number of Weeks Total (weeks)	Hours each Rate (hours) (each)	Cost per week	
Project Manager - Project Management/Review	6	0.5	$435.00	
	3	$145.00		
Staff Professional - Project Management/Review	6	1	$684.00	
	6	$114.00		
Project Controls Professional - Project Controls	6	0.5	$246.00	
	3	$82.00		
Administrator - Dispatch/Field Coordination/Word Processing/Misc.	6	1	$390.00	
	6	$65.00		
ESTIMATED SUBTOTAL				**$1,755.00**

KLEINFELDER ESTIMATED FEE **$11,285.00**

Please note: Overtime services not specifically listed above will incur a multiplier of 1.50 times the rate shown and Double time will incur a multiplier of 2.0 times the rate shown.
Round trip charge includes vehicle and mileage to the project site

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**11,285**	100%
100%	**Kleinfelder, Inc.**	**$**	**11,285**	
Phase VI - CONSTRUCTION MATERIALS TESTING		**$**	**11,285**	100%
	Kleinfelder, Inc.	$	11,285	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Work Authorization within **Sixty-Three (63) calendar days** from the date of this Work Authorization.

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

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

Work Authorization Execution Date	**03/28/22**
Phase VI - CONSTRUCTION ADMINISTRATION⚜	
Construction Substantial Completion	04/15/22
Phase VII - PROJECT CLOSE-OUT	
Record Documents deliverables	05/15/22
Agreement Termination Date	**05/30/22**

Commissioners Court - Regular Session **40.**

Meeting Date: 03/22/2022

Approval of Notice to Terminate IFB #T4442 S San Gabriel Ranches Sub Rd & Drainage Improvements for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding termination of contract IFB # T4442, with Terra Path, Inc. and authorize County Judge to sign letter providing 30-day notice of termination.

Background

Approval of this item will terminate the existing contract in place with Terra Path, Inc., for South San Gabriel Ranches Subdivision Road and Drainage Improvements IFB # T4442, approved by commissioner's court on 8/24/21. Vendor is unable to provide supplies for the Road and Bridge Department. Notice of contract termination is attached. Department contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Term Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2022 06:38 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 08:04 AM
Form Started By: Andrew Portillo		Started On: 03/15/2022 10:02 AM
Final Approval Date: 03/17/2022		

WILLIAMSON COUNTY
1848

March 7, 2022

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation to Terminate Contract
South San Gabriel Ranches Subdivision Road and Drainage Improvements –
Contract IFB#T4442

The contract is delayed due to a third-party utility conflict with the contract work. The timeline to relocate the utility does not have a firm completion date. Based on the delay and the unforeseeable time to begin work, I recommend to the Williamson County Commissioners Court that they terminate this contract with Terra Path, Inc.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Commissioners Court - Regular Session **41.**

Meeting Date: 03/22/2022

Authorizing Advertisement of IFB #22IFB84 Spring 2022 Cul-De-Sac Fog Seal (North Georgetown and FB MUD) for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB Spring 2022 Cul-De-Sac Fog Seal (North Georgetown and FB MUD), under IFB #22IFB84.

Background

Williamson County is seeking qualified companies to provide materials, crew and equipment to resurface subdivision cul-de-sacs for Spring 2022. Budgeted amount: $425,131.00 Funding source for FY2022: 01.0200.0210.003599. Terron Evertson is the department 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	03/17/2022 06:00 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 08:09 AM
Form Started By: Johnny Grimaldo		Started On: 03/16/2022 09:17 AM
Final Approval Date: 03/17/2022		

Commissioners Court - Regular Session **42.**

Meeting Date: 03/22/2022

Authorize Advertisement for IFB #22IFB83 Various Facility Parking Lots Fog Seal FY 22 for Road and Bridge

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB Various Facility Parking Lots Fog Seal FY22, under #22IFB83.

Background

Williamson County is seeking qualified companies to provide materials, crack seal, pavement repair, fog seal, striping crews and equipment to resurface parking lots at various County facilities. Budgeted amount: $289,573.00, Terron Evertson is the Point of contact. Funding source for FY2022: 1042.004510, 1063.004510, 1024.004510 and P571 (Facility Dept).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2022 05:49 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 08:11 AM
Form Started By: Johnny Grimaldo		Started On: 03/16/2022 10:00 AM
Final Approval Date: 03/17/2022		

Commissioners Court - Regular Session **43.**

Meeting Date: 03/22/2022

Lone Star Paving T4592 CO1 Winding Creek Overlay

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 T4592 in the amount of $4,530.12 for Winding Creek Place Milling, Sealing, Overlay and Striping. Funding source: 01.0200.0210.003599.

Background

This Change Order is a balancing Change Order. All work has been completed. Original contract amount was $419,710.25. With the addition of this Change Order in the amount of $4,530.12, the final contract amount will be $424,240.37.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lone Star Paving T4592 CO1 Winding Creek Overlay

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/09/2022 08:42 AM
Form Started By: Vicky Edwards		Started On: 03/08/2022 11:42 AM
Final Approval Date: 03/09/2022		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Lone Star Paving Company

2. Change Order Work Limits: Sta. _____ to Sta. _____

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project:	T4592
Roadway:	*Wind Creek 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 3/2/2022

By _____

Typed/Printed Name Michael Crum

Typed/Printed Title Project Manager

The following information must be provided

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

Amount added by this change order: $4,530.12

RECOMMENDED FOR EXECUTION:

_____ 3-3-22
Project Manager / Construction Observer — Date

_____ 03/07/22
Design Engineer — Date

_____ 3/8/22
Program Manager — Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

County Commissioner Precinct 1 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 — Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge — Date
APPROVED

WILLIAMSON COUNTY, TEXAS

Change Order 1 *Project #* T4592

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
104 6015	REMOVING CONC (SIDEWALKS)	SY	$115.00	14.00	$1,610.00	0.00	14.00	$1,610.00	$0.00
104 6022	REMOVING CONC (CURB AND GUTTER)	LF	$17.00	800.00	$13,600.00	31.00	831.00	$14,127.00	$527.00
160 6003	FURNISHING AND PLACING TOPSOIL (4")	SY	$7.00	293.70	$2,055.90	10.80	304.50	$2,131.50	$75.60
162 6002	BLOCK SODDING	SY	$9.00	293.70	$2,643.30	10.80	304.50	$2,740.50	$97.20
168 6001	VEGETATIVE WATERING	MG	$1,150.00	6.00	$6,900.00	(6.00)	0.00	$0.00	($6,900.00)
316 6175	AGGR (TY-B GR-4 SAC-B)	CY	$120.00	66.00	$7,920.00	(4.00)	62.00	$7,440.00	($480.00)
316 6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	$4.75	2,633.00	$12,506.75	114.00	2,747.00	$13,048.25	$541.50
340 6011	D - GR HMA(SQ) TY - B PG64- 22	TON	$128.00	672.00	$86,016.00	35.87	707.87	$90,607.36	$4,591.36
340 6122	D - GR HMA(SQ) TY - D PG70 - 22	TON	$152.00	621.00	$94,392.00	146.62	767.62	$116,678.24	$22,286.24
340 6246	D-GR HMA (SQ) TY-D PG64_22(LEVEL-UP)	TON	$136.00	89.00	$12,104.00	(34.00)	55.00	$7,480.00	($4,624.00)
354 6139	PLANE ASPH CONC PAV (1.5" TO 3")	SY	$6.30	7,521.00	$47,382.30	394.44	7,915.44	$49,867.27	$2,484.97
354 6049	PLANE ASPH CONC PAV (6")	SY	$5.00	2,036.00	$10,180.00	(225.00)	1,811.00	$9,055.00	($1,125.00)
471 6005	RING & COVER	EA	$900.00	20.00	$18,000.00	(16.00)	4.00	$3,600.00	($14,400.00)
500 6001	MOBILIZATION	LS	$41,000.00	1.00	$41,000.00	0.00	1.00	$41,000.00	$0.00
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$18,100.00	1.00	$18,100.00	0.00	1.00	$18,100.00	$0.00
529 6008	CONC CURB & GUTTER (TY II)	LF	$47.00	800.00	$37,600.00	31.00	831.00	$39,057.00	$1,457.00
531 6002	CONC SIDEWALKS (5")	SY	$175.00	14.00	$2,450.00	(0.01)	13.99	$2,448.25	($1.75)
531 6015	CURB RAMPS (TY20)	EA	$1,750.00	3.00	$5,250.00	0.00	3.00	$5,250.00	$0.00
					$419,710.25			$424,240.37	$4,530.12

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **44.**

Meeting Date: 03/22/2022

Cobb Fendley 1811-273 WA4 SA1 On Call Capital Improvement Projects

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 4 under Williamson County Contract between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects. This supplemental is to increase the maximum amount payable to $100,000.00. Funding source: 01.0777.0200.009007.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 1811-273 WA4 SA1 On Call Capital Improvement Projects

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/10/2022 11:37 AM
County Judge Exec Asst.	Becky Pruitt	03/10/2022 11:51 AM
Form Started By: Vicky Edwards		Started On: 03/10/2022 09:57 AM
Final Approval Date: 03/10/2022		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. __4__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects

This Supplemental Work Authorization No. __1_ to Work Authorization No. __4__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July, 16, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __4__ dated effective **November 3, 2021** (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$50,000.00** to **$100,000.00**.

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

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

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

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

FIRM:	**COUNTY:**
By: Sandra G Khoury	By:
Signature	Signature
Sandra G. Khoury, P.E.	Bill Gravell, Jr.
Printed Name	Printed Name
Senior Vice President	Williamson County Judge
Title	Title
March 10, 2022	
Date	Date

Commissioners Court - Regular Session **45.**

Meeting Date: 03/22/2022

Final plat for the Saddleback at Santa Rita Ranch Phase 1 Section 1 subdivision – Pct 2

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Saddleback at Santa Rita Ranch Phase 1, Section 1 subdivision – Precinct 2.

Background

This is the first section of the Saddleback Phase 1 development. It consists of 222 single family lots, 1 open space/landscape/water quality/drainage/utility lots, 3 open space/drainage/utility lots and 11,502 linear feet of new public roads. Roadway and drainage construction are not yet complete but a performance bond in the amount of $2,915,635.00 has been posted with the County to cover the cost of the remaining construction.

Timeline

2022-01-21 – initial submittal of final plat
2022-01-21 – receipt of a financial security for the remaining construction
2022-02-18 – 1st review complete with comments
2022-03-01 – 2nd submittal of final plat
2022-03-10 – 2nd review complete with comments
2022-03-14 – 3rd submittal of final plat with all signatures
2022-03-16 – 3rd review complete with all comments clear
2022-03-17 – final plat placed on the March 22, 2022 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

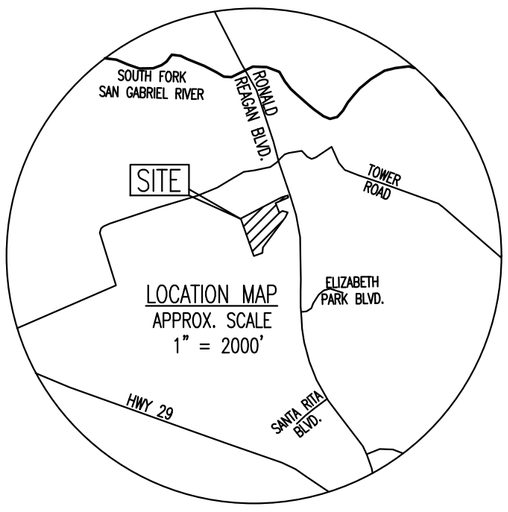
final plat - Saddleback at SRR Ph 1 Sec 1

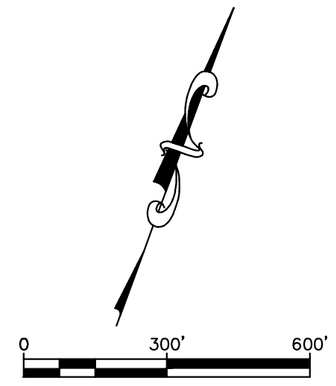
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/17/2022 11:53 AM
Form Started By: Adam Boatright		Started On: 03/17/2022 11:46 AM
Final Approval Date: 03/17/2022		

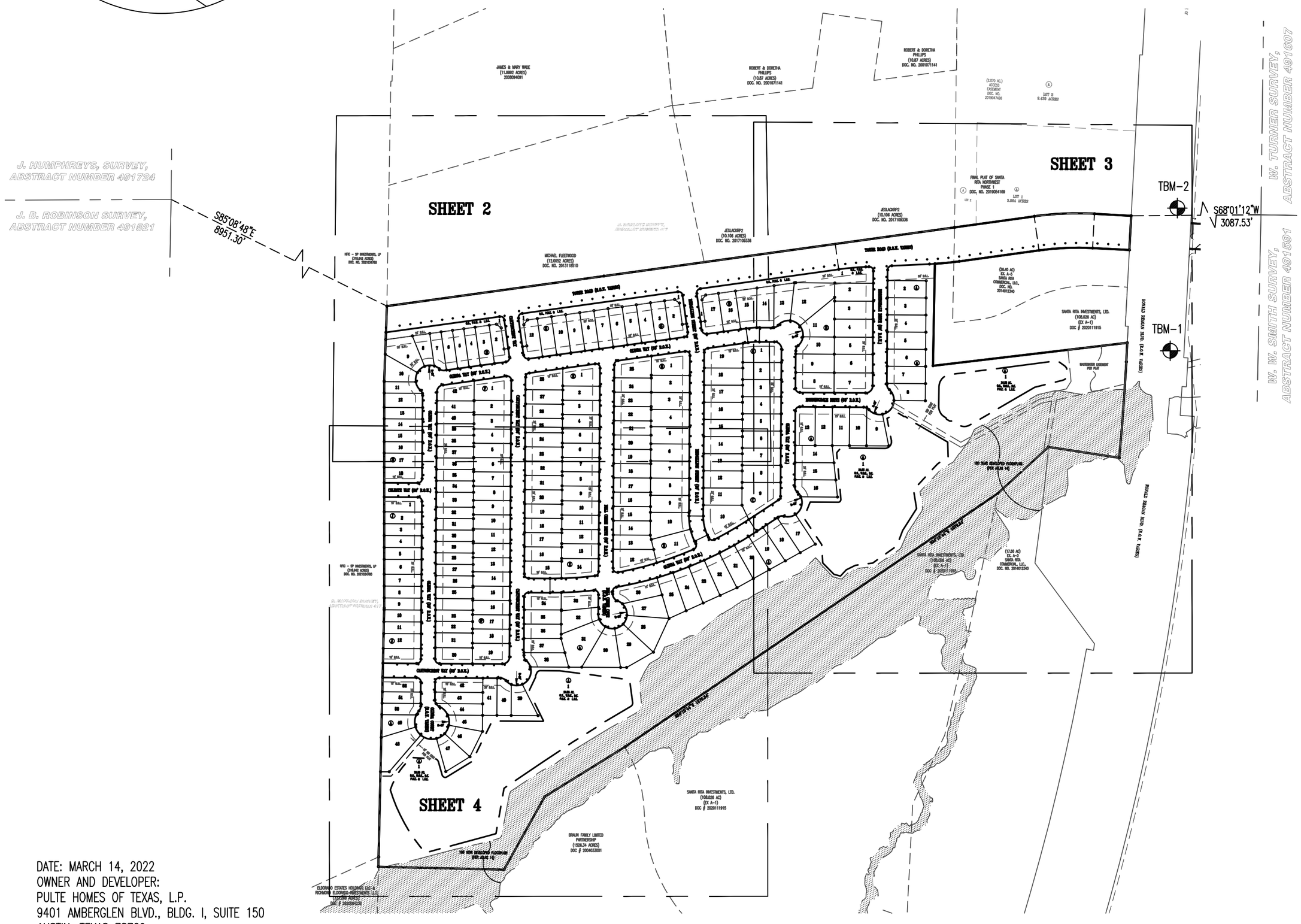
SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 1

FINAL PLAT





SCALE: 1" = 300'



DATE: MARCH 14, 2022
OWNER AND DEVELOPER:
PULTE HOMES OF TEXAS, L.P.
9401 AMBERGLEN BLVD., BLDG. I, SUITE 150
AUSTIN, TEXAS 78729
PHONE: (512) 532-3300

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

SHEET INDEX:

1. COVER SHEET, KEY MAP
2. FINAL PLAT
3. FINAL PLAT
4. FINAL PLAT
5. LINE & CURVE TABLES
6. FIELD NOTES
7. GENERAL NOTES AND SIGNATURES

BENCHMARK:

TBM-1:
MAG NAIL SET WITH SHINER, NORTHEAST EDGE OF ASPHALT OF RONALD REAGAN BOULEVARD.
N: 10219364.89
E: 307988.766
ELEV: 900.80' (NAVD88)

TBM-2:
MAG NAIL SET WITH SHINER, NORTHEAST EDGE OF ASPHALT OF RONALD REAGAN BOULEVARD.
N: 10219838.47
E: 3079718.46
ELEV: 902.78' (NAVD88)

TOTAL ACREAGE: 79.211 ACRES
SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL LOTS	226
NO. OF SINGLE FAMILY LOTS:	222
NO. OF OS/LSE/PUE/DE/WQE LOTS:	1
NO. OF OS, DE, & PUE LOTS	3

ROAD TABLE

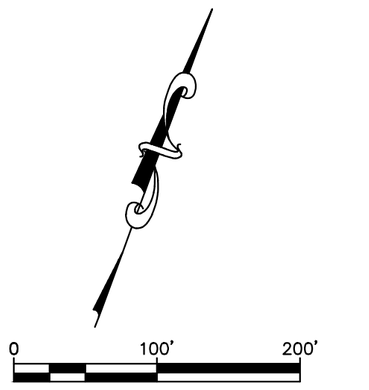
STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
CELESTE WAY	158'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
OLINDA WAY	3884'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
OLINDA COURT	180'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
CANYONCREST WAY	1777'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
MEDALLION STREET	982'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
BELL CHIME COVE	114'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
BELL CHIME DRIVE	793'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
MORNINGDALE DRIVE	849'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOWER ROAD	2765'	R.O.W. VARIES	FOC-FOC VARIES	45 M.P.H.	PUBLIC	ARTERIAL
TOTAL	11,502'					

SHEET NO. 1 OF 7

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J:\AC3D\5320\SURVEY\5320 - SADDLEBACK AT SANTA RITA RANCH PHASE 1 SECTION 1 FINAL PLAT

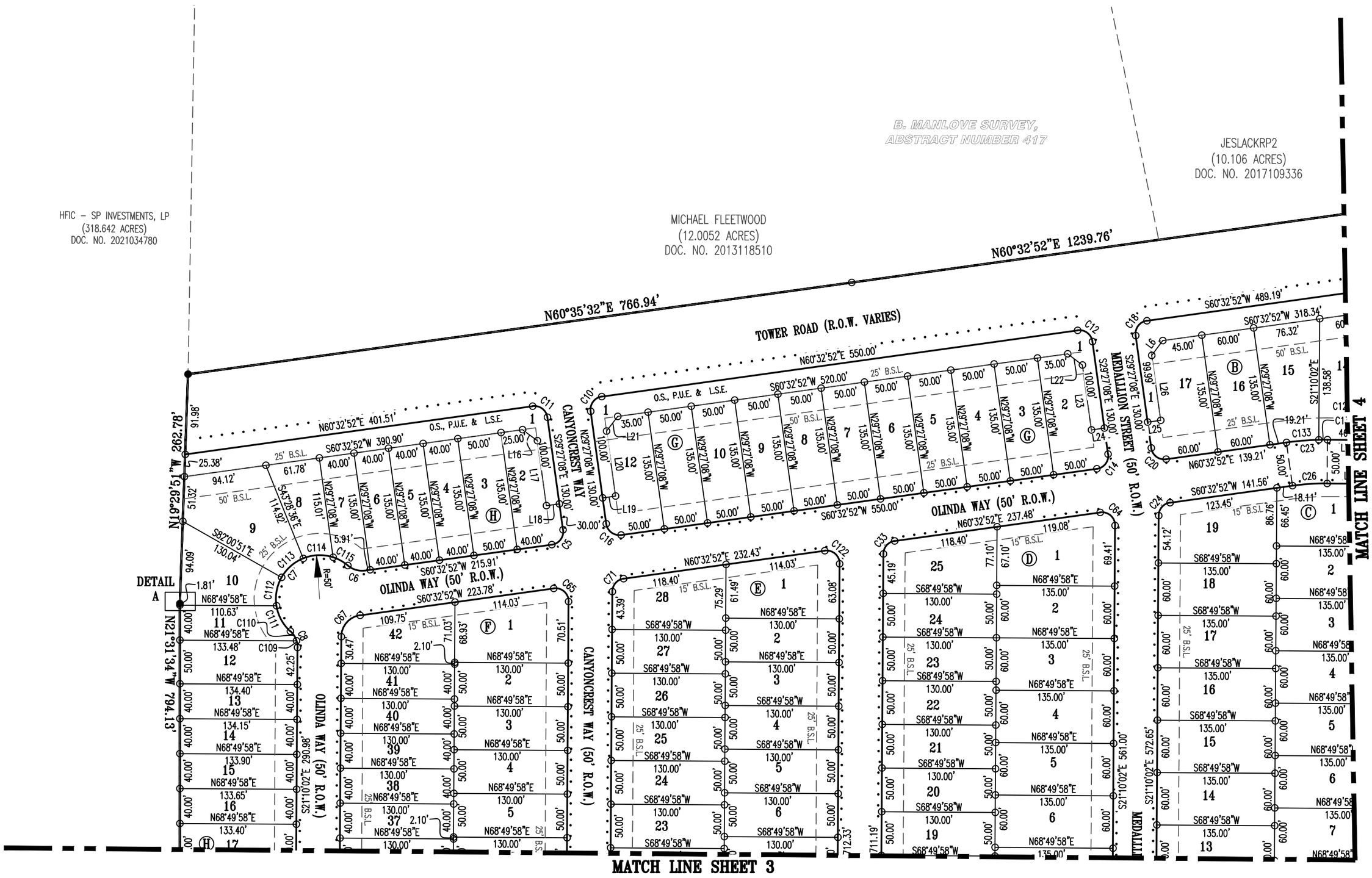
SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 1
FINAL PLAT

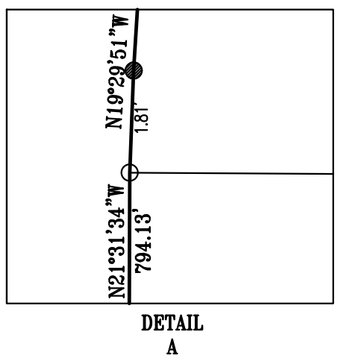


SCALE: 1" = 100'

LEGEND

●	1/2" IRON ROD FOUND
○	1/2" CAPPED IRON ROD SET (UNLESS OTHERWISE NOTED)
. . . . .	4' SIDEWALK
	100 YEAR DEVELOPED FLOOD PLAIN PER ATLAS 14
— — —	MATCHLINE
P.U.E.	PUBLIC UTILITY EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
L.S.E.	LANDSCAPE EASEMENT
O.S.	OPEN SPACE
D.E.	DRAINAGE EASEMENT
B.S.L.	BUILDING SETBACK LINE





SHEET NO. 2 OF 7

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 1

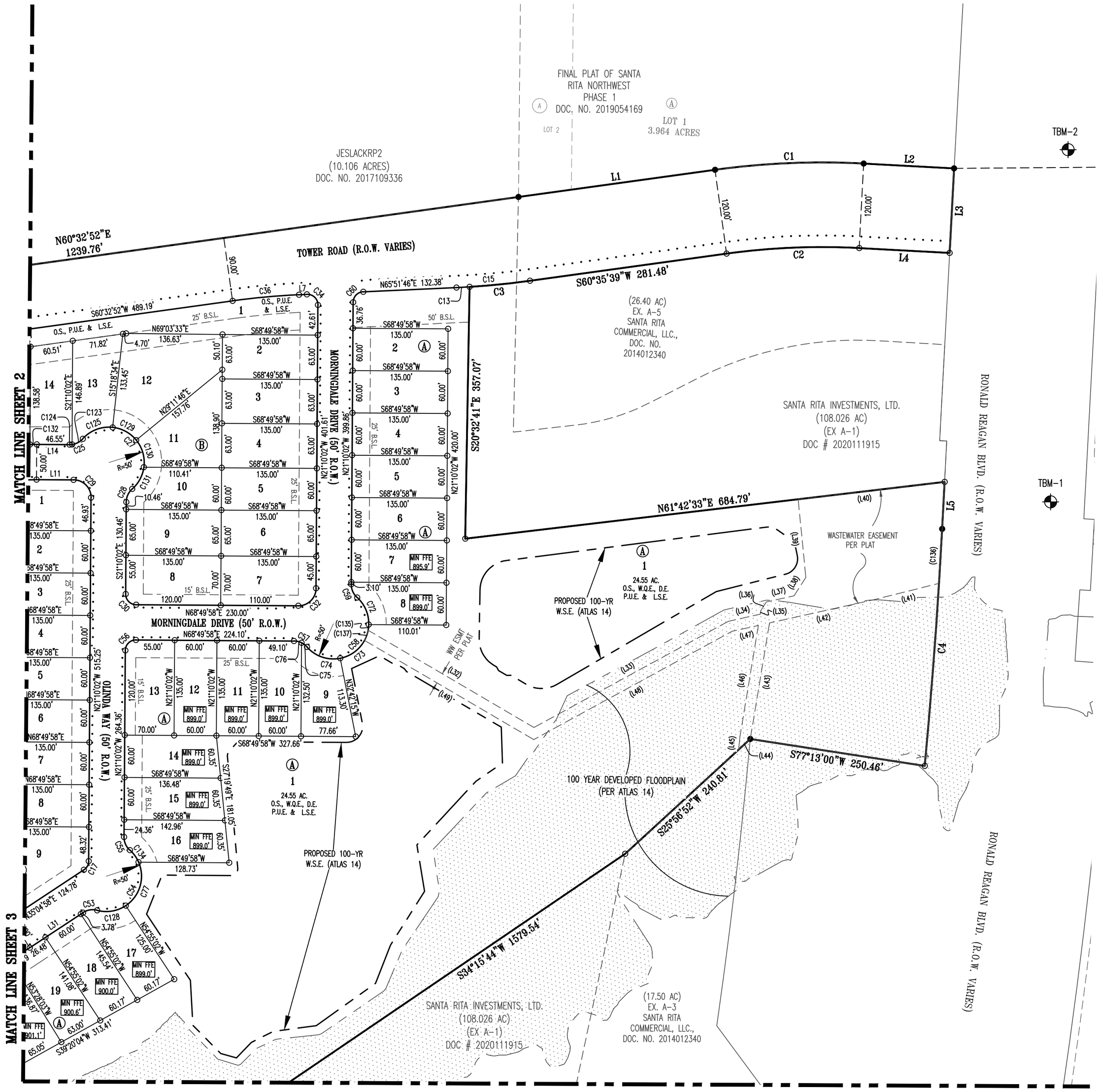
FINAL PLAT

LEGEND

- 1/2" IRON ROD FOUND
- 1/2" CAPPED IRON ROD SET (UNLESS OTHERWISE NOTED)
- 4' SIDEWALK
- 100 YEAR DEVELOPED FLOOD PLAIN PER ATLAS 14
- MATCHLINE
- P.U.E. PUBLIC UTILITY EASEMENT
- W.Q.E. WATER QUALITY EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- O.S. OPEN SPACE
- D.E. DRAINAGE EASEMENT
- B.S.L. BUILDING SETBACK LINE

0 100' 200'

SCALE: 1" = 100'



SHEET NO. 3 OF 7

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J:\AC3D\5320\SURVEY\5320 - SADDLEBACK AT SANTA RITA RANCH PHASE 1 SECTION 1 FINAL PLAT

SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 1

FINAL PLAT

LEGEND

- 1/2" IRON ROD FOUND
- 1/2" CAPPED IRON ROD SET (UNLESS OTHERWISE NOTED)
- 4' SIDEWALK
- 100 YEAR DEVELOPED FLOOD PLAIN PER ATLAS 14
- MATCHLINE
- P.U.E. PUBLIC UTILITY EASEMENT
- W.Q.E. WATER QUALITY EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- O.S. OPEN SPACE
- D.E. DRAINAGE EASEMENT
- B.S.L. BUILDING SETBACK LINE

0 — 100' — 200'

SCALE: 1" = 100'

MATCH LINE SHEET 2

MATCH LINE SHEET 4

HFIC – SP INVESTMENTS, LP
(318.642 ACRES)
DOC. NO. 2021034780

B. MANLOVE SURVEY,
ABSTRACT NUMBER 417

N21°31'34"W 794.13'

S21°10'02"E 290.95'

CELESTE WAY (50' R.O.W.)

OLINDA WAY (50' R.O.W.)

CANYONCREST WAY (50' R.O.W.)

BELL CHIME DRIVE (50' R.O.W.)

BELL CHIME COVE (R.O.W. VARIES)

OLINDA COURT (R.O.W. VARIES)

MEDALLION STREET (50' R.O.W.)

A 1 — 24.55 AC. — O.S., W.Q.E., D.E. P.U.E. & L.S.E.

PROPOSED 100-YR W.S.E. (ATLAS 14)

N20°15'57"W 905.75'

298.09'

34.59'

S69°44'03"W 439.78'

S07°40'43"W 292.61'

S36°41'12"W 329.10'

S34°15'44"W 1579.54'

SANTA RITA INVESTMENTS, LTD.
(108.026 AC)
(EX A-1)
DOC # 2020111915

BRAUN FAMILY LIMITED PARTNERSHIP
(1526.34 ACRES)
DOC # 2004033001

ELDORADO ESTATES HOLDINGS LLC &
RICHMOND ELDORADO INVESTMENTS LLC
(333.269 ACRES)
DOC # 2020064232

SHEET NO. 4 OF 7

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH–J:\AC3D\5320\SURVEY\5320 – SADDLEBACK AT SANTA RITA RANCH PHASE 1 SECTION 1 FINAL PLAT

SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 1
FINAL PLAT

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	211.35	1110.00	N66°02'56"E	211.03	105.99	10°54'33"
C2	188.50	990.00	S66°02'56"W	188.22	94.54	10°54'34"
C3	86.22	1140.00	S62°45'39"W	86.20	43.13	4°19'59"
C4	337.01	8400.00	S17°21'07"E	336.99	168.53	2°17'55"
C5	23.56	15.00	S15°32'52"W	21.21	15.00	90°00'00"
C6	21.03	25.00	S84°38'33"W	20.41	11.18	48°11'23"
C7	155.42	50.00	S19°41'25"W	99.99	3006.25	178°05'39"
C8	21.03	25.00	S45°15'43"E	20.41	11.18	48°11'23"
C9	23.56	15.00	S23°49'58"W	21.21	15.00	90°00'00"
C10	23.56	15.00	N15°32'52"E	21.21	15.00	90°00'00"
C11	23.56	15.00	S74°27'08"E	21.21	15.00	90°00'00"
C12	23.56	15.00	S74°27'08"E	21.21	15.00	90°00'00"
C13	18.61	1140.00	S65°23'42"W	18.61	9.31	0°56'07"
C14	23.56	15.00	S15°32'52"W	21.21	15.00	90°00'00"
C15	104.83	1140.00	N63°13'43"E	104.79	52.45	5°16'07"
C16	23.56	15.00	N74°27'08"W	21.21	15.00	90°00'00"
C17	14.73	15.00	N06°57'28"E	14.14	8.02	56°15'00"
C18	23.56	15.00	S15°32'52"W	21.21	15.00	90°00'00"
C19	139.41	1250.00	N38°16'40"E	139.34	69.78	6°23'24"
C20	23.56	15.00	S74°27'08"E	21.21	15.00	90°00'00"
C21	24.05	15.00	N87°24'03"E	21.55	15.49	91°51'22"
C22	68.99	155.00	S33°55'09"E	68.43	35.08	25°30'14"
C23	47.00	325.00	N64°41'25"E	46.95	23.54	8°17'06"
C24	21.39	15.00	S19°41'25"W	19.63	12.97	81°42'54"
C25	21.03	25.00	N44°44'17"E	20.41	11.18	48°11'23"
C26	39.77	275.00	S64°41'25"W	39.73	19.92	8°17'06"
C27	162.65	50.00	S66°10'02"E	99.85	897.21	186°22'46"
C28	21.03	25.00	S02°55'40"W	20.41	11.18	48°11'23"
C29	39.27	25.00	N66°10'02"W	35.36	25.00	90°00'00"
C30	23.56	15.00	S66°10'02"E	21.21	15.00	90°00'00"
C31	26.43	15.00	N71°38'56"W	23.14	18.18	100°57'49"
C32	39.27	25.00	N23°49'58"E	35.36	25.00	90°00'00"
C33	21.39	15.00	N19°41'25"E	19.63	12.97	81°42'54"
C34	24.34	15.00	N67°39'08"W	21.76	15.80	92°58'12"
C35	276.73	1250.00	S51°31'37"W	276.16	138.93	12°41'04"
C36	94.62	1020.00	S63°12'19"W	94.59	47.34	5°18'54"
C37	24.05	15.00	S00°44'35"E	21.55	15.49	91°51'22"
C38	23.56	15.00	S66°10'02"E	21.21	15.00	90°00'00"
C39	17.51	25.00	S01°06'27"E	17.15	9.13	40°07'09"
C40	299.29	60.00	N56°03'01"E	72.38	45.37	285°48'12"
C41	28.66	25.00	N54°00'34"W	27.12	16.14	65°41'03"
C42	23.56	15.00	N23°49'58"E	21.21	15.00	90°00'00"
C43	21.03	25.00	S87°04'20"E	20.41	11.18	48°11'23"
C44	162.65	50.00	N23°49'58"E	99.85	897.21	186°22'46"
C45	21.03	25.00	N45°15'43"W	20.41	11.18	48°11'23"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C46	23.56	15.00	N23°49'58"E	21.21	15.00	90°00'00"
C47	153.47	1300.00	N65°27'03"E	153.38	76.82	6°45'50"
C48	25.33	15.00	S69°32'57"E	22.43	16.88	96°45'50"
C49	218.63	50.00	N33°34'06"E	81.65	70.71	250°31'44"
C50	30.77	25.00	N56°25'54"W	28.87	17.68	70°31'44"
C51	20.87	15.00	N18°41'18"E	19.23	12.52	79°42'39"
C52	532.31	1300.00	N46°48'48"E	528.60	269.94	23°27'39"
C53	21.03	25.00	N59°10'40"E	20.41	11.18	48°11'23"
C54	133.19	50.00	N06°57'28"E	97.16	205.34	152°37'46"
C55	21.03	25.00	N45°15'43"W	20.41	11.18	48°11'23"
C56	23.56	15.00	N23°49'58"E	21.21	15.00	90°00'00"
C57	21.03	25.00	S87°04'20"E	20.41	11.18	48°11'23"
C58	162.65	50.00	N23°49'58"E	99.85	897.21	186°22'46"
C59	21.03	25.00	N45°15'43"W	20.41	11.18	48°11'23"
C60	22.78	15.00	N22°20'52"E	20.66	14.24	87°01'48"
C61	23.56	15.00	S66°10'02"E	21.21	15.00	90°00'00"
C62	23.56	15.00	S23°49'58"W	21.21	15.00	90°00'00"
C63	39.27	25.00	N23°49'58"E	35.36	25.00	90°00'00"
C64	25.73	15.00	S70°18'35"E	22.69	17.34	98°17'06"
C65	25.73	15.00	N70°18'35"W	22.69	17.34	98°17'06"
C66	91.25	205.00	S33°55'09"E	90.50	46.39	25°30'14"
C67	35.65	25.00	S19°41'25"W	32.71	21.62	81°42'54"
C68	23.56	15.00	N66°10'02"W	21.21	15.00	90°00'00"
C69	23.56	15.00	S66°10'02"E	21.21	15.00	90°00'00"
C70	157.17	1250.00	S65°13'50"W	157.07	78.69	7°12'15"
C71	21.39	15.00	N19°41'25"E	19.63	12.97	81°42'54"
C72	43.06	50.00	S44°41'14"E	41.74	22.97	49°20'21"
C73	67.47	50.00	S18°38'21"W	62.47	40.00	77°18'49"
C74	52.12	50.00	S87°09'33"W	49.79	28.71	59°43'36"
C75	9.75	25.00	N74°08'45"W	9.68	4.94	22°20'11"
C76	11.28	25.00	S81°45'34"W	11.19	5.74	25°51'12"
C77	69.64	50.00	S05°10'46"E	64.14	41.80	79°47'50"
C78	146.18	1300.00	S55°19'21"W	146.10	73.17	6°26'34"
C79	32.89	1300.00	S35°48'28"W	32.89	16.45	1°26'59"
C80	58.87	1300.00	S37°49'48"W	58.87	29.44	2°35'41"
C81	58.87	1300.00	S40°25'29"W	58.87	29.44	2°35'41"
C82	58.87	1300.00	S43°01'10"W	58.87	29.44	2°35'41"
C83	58.87	1300.00	S45°36'51"W	58.87	29.44	2°35'41"
C84	58.87	1300.00	S48°12'32"W	58.87	29.44	2°35'41"
C85	58.87	1300.00	S50°48'13"W	58.87	29.44	2°35'41"
C86	20.12	50.00	S80°10'05"E	19.98	10.20	23°03'20"
C87	44.78	50.00	S42°59'01"E	43.30	24.02	51°18'48"
C88	33.76	50.00	S02°00'52"W	33.12	17.55	38°40'59"
C89	33.76	50.00	S40°41'52"W	33.12	17.55	38°40'59"
C90	33.76	50.00	S79°22'51"W	33.12	17.55	38°40'59"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C91	33.76	50.00	N61°56'09"W	33.12	17.55	38°40'59"
C92	18.70	50.00	N31°52'51"W	18.59	9.46	21°25'38"
C93	113.58	1300.00	S64°34'19"W	113.55	56.83	5°00'22"
C94	39.88	1300.00	S67°57'14"W	39.88	19.94	1°45'28"
C95	26.38	50.00	S54°14'27"E	26.08	13.51	30°13'55"
C96	73.02	50.00	S02°42'43"W	66.70	44.76	83°40'26"
C97	39.48	50.00	S67°10'16"W	38.47	20.84	45°14'39"
C98	23.76	50.00	N76°35'32"W	23.54	12.11	27°13'46"
C99	13.31	25.00	S36°24'57"E	13.15	6.82	30°29'50"
C100	15.35	25.00	S69°15'28"E	15.11	7.93	35°11'13"
C101	43.25	60.00	S66°12'07"E	42.32	22.61	41°17'56"
C102	36.29	60.00	S28°13'22"E	35.74	18.72	34°39'33"
C103	33.43	60.00	S05°04'07"W	33.00	17.16	31°55'27"
C104	33.43	60.00	S36°59'34"W	33.00	17.16	31°55'27"
C105	58.82	60.00	S81°02'27"W	56.50	32.02	56°10'19"
C106	33.92	60.00	N54°40'44"W	33.47	17.43	32°23'19"
C107	43.67	60.00	N17°38'00"W	42.71	22.85	41°42'10"
C108	16.48	60.00	N11°05'06"E	16.42	8.29	15°44'02"
C109	7.88	25.00	N30°11'42"W	7.85	3.97	18°03'21"
C110	13.15	25.00	N54°17'24"W	13.00	6.73	30°08'02"
C111	33.86	50.00	N49°57'16"W	33.22	17.61	38°48'18"
C112	33.63	50.00	N11°16'59"W	33.00	17.48	38°32'15"
C113	33.63	50.00	N27°15'16"E	33.00	17.48	38°32'15"
C114	34.81	50.00	N66°28'04"E	34.11	18.14	39°53'20"
C115	19.48	50.00	S82°25'31"E	19.36	9.87	22°19'31"
C116	117.29	1250.00	N64°19'00"E	117.25	58.69	5°22'34"
C117	39.89	1250.00	N67°55'07"E	39.88	19.94	1°49'42"
C118	139.74	1250.00	N54°40'00"E	139.67	69.94	6°24'19"
C119	136.98	1250.00	N48°19'28"E	136.92	68.56	6°16'44"
C120	46.95	205.00	N27°43'42"W	46.85	23.58	13°07'21"
C121	44.30	205.00	N40°28'50"W	44.21	22.24	12°22'53"
C122	25.73	15.00	S70°18'36"E	22.69	17.34	98°17'05"
C123	17.46	25.00	N40°38'57"E	17.11	9.10	40°00'43"
C124	3.57	25.00	N64°44'38"E	3.57	1.79	8°10'40"
C125	47.17	50.00	N47°40'01"E	45.44	25.50	54°02'51"
C126	157.17	1250.00	S65°13'50"W	157.07	78.69	7°12'15"
C127	21.68	15.00	S20°13'50"W	19.84	13.22	82°47'45"
C128	42.37	50.00	S58°59'45"W	41.11	22.55	48°33'12"
C129	38.84	50.00	S83°03'24"E	37.87	20.46	44°30'20"
C130	40.97	50.00	S37°19'41"E	39.84	21.72	46°57'04"
C131	35.67	50.00	S06°35'06"W	34.92	18.63	40°52'30"
C132	9.77	325.00	S67°58'17"W	9.77	4.89	1°43'21"
C133	37.22	325.00	S63°49'44"W	37.20	18.63	6°33'45"
C134	21.19	50.00	S57°13'03"E	21.03	10.76	24°16'44"

Line Table		
Line #	Length	Direction
L1	281.48	N60°35'39"E
L2	128.62	N71°30'14"E
L3	120.00	S18°29'47"E
L4	128.62	S71°30'14"W
L5	66.69	S18°33'09"E
L6	21.21	N15°32'52"E
L7	11.12	S65°51'46"W
L8	75.12	S68°49'58"W
L9	9.43	S46°40'16"E
L10	9.43	S46°40'16"E
L11	52.45	S68°49'58"W
L12	9.45	N21°10'02"W
L13	68.17	S21°10'02"E
L14	46.55	N68°49'58"E
L15	75.12	N68°49'58"E
L16	21.21	N74°27'08"W

Line Table		
Line #	Length	Direction
L17	75.00	N29°27'08"W
L18	15.00	S60°32'52"W
L19	15.00	S60°32'52"W
L20	75.00	N29°27'08"W
L21	21.21	S15°32'52"W
L22	21.21	N74°27'08"W
L23	75.00	N29°27'08"W
L24	15.00	S60°32'52"W
L25	15.00	S60°32'52"W
L26	75.00	N29°27'08"W
L27	62.31	N21°10'02"W
L28	85.00	S21°10'02"E
L29	56.88	N21°10'02"W
L30	30.44	N68°49'58"E
L31	90.26	N35°04'58"E

Easement Line Table		
Line #	Length	Direction
(L32)	272.74	S81°10'02"E
(L33)	314.24	N39°49'58"E
(L34)	46.32	N55°54'49"E
(L35)	5.13	N12°07'30"W
(L36)	14.49	N10°54'49"E
(L37)	40.42	N55°54'49"E
(L38)	30.96	N10°54'49"E
(L39)	111.29	N27°10'01"W
(L40)	209.15	N61°42'33"E

Easement Line Table		
Line #	Length	Direction
(L41)	94.50	S54°23'39"W
(L42)	152.38	S55°54'21"W
(L43)	166.82	S12°07'30"E
(L44)	22.34	S25°56'52"W
(L45)	17.08	N16°14'24"W
(L46)	161.31	N12°07'30"W
(L47)	38.24	S55°54'21"W
(L48)	320.50	S39°49'58"W
(L49)	278.34	N81°10'02"W

Easement Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
(C135)	8.01	50.00	N15°25'39"W	8.00	4.01	9°10'50"
(C136)	77.43	8400.00	S18°14'14"E	77.43	38.72	0°31'41"
(C137)	15.33	50.00	N02°03'04"W	15.27	7.73	17°34'21"

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SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 1
FINAL PLAT

FIELD NOTES

BEING ALL OF THAT CERTAIN 79.211 ACRE TRACT OF LAND, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING ALL OF THAT CALLED 79.211 ACRE TRACT OF LAND CONVEYED TO PULTE HOMES OF TEXAS, LP IN DOCUMENT NUMBER 2021183093, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 79.211 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND AT THE SOUTH CORNER OF A CALLED 12.0052 ACRE TRACT OF LAND CONVEYED TO MICHAEL FLEETWOOD IN DOCUMENT NUMBER 2013118510, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING IN THE NORTHEAST LINE OF A CALLED 318.642 ACRE TRACT OF LAND CONVEYED TO HFIC – SP INVESTMENTS, LP IN DOCUMENT NUMBER 2021034780, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING THE WESTERNMOST CORNER OF SAID 79.211 ACRE TRACT, FOR THE WESTERNMOST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH A NORTHWEST LINE OF SAID 79.211 ACRE TRACT, A SOUTHEAST LINE OF SAID 12.0052 ACRE TRACT AND THE SOUTHEAST LINE OF A CALLED 10.106 ACRE TRACT CONVEYED TO JESLACKRP2 IN DOCUMENT NUMBER 2017109336, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE FOLLOWING TWO (2) COURSES AND DISTANCES NUMBERED 1 AND 2,

1) N60°35'32"E, A DISTANCE OF 766.94 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", AND
2) N60°32'52"E, A DISTANCE OF 1239.76 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND, BEING A NORTH CORNER OF SAID 79.211 ACRE TRACT, SAME BEING A POINT ON A SOUTHWEST BOUNDARY LINE OF SAID 26.40 ACRE TRACT, ALSO BEING THE SOUTHEAST CORNER OF SAID 10.106 ACRE TRACT, AND BEING ALSO A SOUTHWEST CORNER OF LOT 2, BLOCK A OF THE FINAL PLAT OF SANTA RITA NORTHWEST PHASE 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2019054169 OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING AT THE NORTHWEST CORNER OF SAID 79.211 ACRE TRACT OF LAND,

THENCE, WITH THE COMMON LINE OF SAID 79.211 ACRE TRACT OF LAND, AND SAID THE FINAL PLAT OF SANTA RITA NORTHWEST PHASE 1, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

1) N60°35'39"E, A DISTANCE OF 281.48 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
2) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1110.00 FEET, AN ARC LENGTH OF 211.35 FEET, AND A CHORD THAT BEARS N66°02'56"E, A DISTANCE OF 211.03 FEET TO A 1/2 INCH IRON ROD FOUND FOR A CORNER, AND
3) N71°30'14"E, A DISTANCE OF 128.62 FEET TO A 1/2 INCH IRON ROD FOUND IN THE SOUTHWEST RIGHT-OF-WAY LINE OF RONALD REAGAN BOULEVARD (R.O.W. VARIES), BEING AT AN EASTERN CORNER OF SAID 79.211 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF LOT 1, BLOCK A OF SAID FINAL PLAT OF SANTA RITA NORTHWEST PHASE 1, FOR A NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, S18°29'47"E, WITH THE COMMON LINE OF SAID 79.211 ACRE TRACT AND SAID RONALD REAGAN BOULEVARD, A DISTANCE OF 120.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR AN EASTERN CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH A SOUTH LINE OF SAID 79.211 ACRE TRACT OF LAND, OVER AND ACROSS SAID 26.40 ACRE TRACT OF LAND, AND A CALLED 108.026 ACRE TRACT OF LAND, THE FOLLOWING SIX (6) COURSES AND DISTANCES, NUMBERED 1 THROUGH 6,

1) S71°30'14"W, A DISTANCE OF 128.62 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
2) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 990.00 FEET, AN ARC LENGTH OF 188.50 FEET, AND A CHORD THAT BEARS S66°02'56"W, A DISTANCE OF 188.22 FEET TO A 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
3) S60°35'39"W, A DISTANCE OF 281.48 FEET TO A 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR A CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
4) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1140.00 FEET, AN ARC LENGTH OF 86.22 FEET, AND A CHORD THAT BEARS S62°45'39"W, A DISTANCE OF 86.20 FEET TO A 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT AN INTERIOR CORNER OF SAID 79.211 ACRE TRACT OF LAND,
5) S20°32'41"E, A DISTANCE OF 357.07 FEET TO A 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR A CORNER, AND
6) N61°42'33"E, A DISTANCE OF 684.79 FEET TO A 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING A POINT ON THE NORTHEAST BOUNDARY LINE OF SAID 108.026 ACRE TRACT, AND BEING A POINT ON THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID RONALD REAGAN BOULEVARD, FOR A CORNER,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID RONALD REAGAN BOULEVARD AND SAID 79.211 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

1) S18°33'09"E, A DISTANCE OF 66.69 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "PBS&J" FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
2) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 8400.00 FEET, AN ARC LENGTH OF 337.01 FEET, AND A CHORD THAT BEARS S17°21'07"E, A DISTANCE OF 336.99 FEET TO A 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
3) S77°13'00"W, A DISTANCE OF 250.46 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING A POINT ON A WEST LINE OF SAID RONALD REAGAN BOULEVARD, ALSO BEING THE NORTH CORNER OF A CALLED 17.50 ACRE TRACT OF LAND CONVEYED TO SANTA RITA RANCH COMMERCIAL, LLC., IN DOCUMENT NUMBER 2014012340, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR A CORNER,

THENCE, S25°56'52"W, WITH THE COMMON LINE OF SAID 79.211 ACRE TRACT AND SAID 17.50 ACRE TRACT, A DISTANCE OF 240.81 FEET TO A 1/2 INCH IRON ROD FOUND STAMPED "RJ", BEING AT THE NORTHWEST CORNER OF SAID 17.50 ACRE TRACT, SAME BEING IN THE SOUTHEAST LINE OF SAID 108.026 ACRE TRACT, FOR A CORNER,

THENCE, S34°15'44"W, OVER AND ACROSS SAID 108.026 ACRE TRACT AND WITH THE SOUTHEAST LINE OF SAID 79.211 ACRE TRACT OF LAND, A DISTANCE OF 1579.54 FEET TO A 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING AT A SOUTH CORNER OF SAID 79.211 ACRE TRACT, FOR A SOUTH CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE SOUTH LINE OF SAID 79.211 ACRE TRACT AND OVER AND ACROSS A CALLED 1526.34 ACRE TRACT OF LAND CONVEYED TO THE BRAUN FAMILY LIMITED PARTNERSHIP IN DOCUMENT NUMBER 2004033001, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

1) S36°41'12"W, A DISTANCE OF 329.10 FEET TO A 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
2) S07°40'43"W, A DISTANCE OF 292.61 FEET TO A 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
3) S69°44'03"W, A DISTANCE OF 439.78 FEET TO A 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" BEING A SOUTHWEST CORNER OF SAID 79.211 ACRE TRACT, ALSO BEING A POINT ON A WEST BOUNDARY LINE OF SAID 1526.34 ACRE TRACT, SAME BEING THE NORTH CORNER OF A 333.269 ACRE TRACT OF LAND CONVEYED TO ELDORADO ESTATES HOLDINGS, LLC. AND RICHMOND ELDORADO INVESTMENTS, LLC. IN DOCUMENT NUMBER 202006432, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE COMMON LINE OF SAID 79.211 ACRE TRACT AND SAID 318.642 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

1) N20°15'57"W, A DISTANCE OF 905.75 FEET TO A 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
2) N21°31'34"W, A DISTANCE OF 794.13 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, AND
3) N19°29'51"W, A DISTANCE OF 262.78 FEET TO THE POINT OF BEGINNING AND CONTAINING 79.211 ACRES OF LAND.

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PURPOSED ROADWAY AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS EXCEPT 7-25, 27-31, 38-41 and 45-48, BLOCK A, WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY CARLSON BRIGANCE, & DOERING, INC., DATED SEPTEMBER 23, 2021.
4. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
5. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19C/GEORGETOWN UTILITY SYSTEMS.
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19C/CITY OF LIBERTY HILL.
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 1
FINAL PLAT

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

I, STEPHEN ASHLOCK, VICE PRESIDENT, PULTE HOMES OF TEXAS, LP, OWNER OF THAT A CALLED 79.211 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2021183093, AS SHOWN HEREON, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID 79.211 TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
THIS SUBDIVISION IS TO BE KNOWN AS,

"SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 1"

BY: STEPHEN ASHLOCK
PULTE HOMES OF TEXAS, L.P.
9401 AMBERGLEN BLVD., BLDG. I, SUITE 150
AUSTIN, TEXAS 78729
PHONE:(512) 532-3300

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED STEPHEN ASHLOCK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 16th DAY OF February, 2022 A.D.

NOTARY PUBLIC IN AND FOR ~~TRAVIS COUNTY~~ TEXAS
AP Williamson County

ANDEREA PASCIAK
NOTARY PUBLIC
ID# 131035137
State of Texas
Comm. Exp. 03-08-2025

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: 2/14/2022
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: 14 Feb 2022
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL LAND SURVEYOR

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

JOHN BYRUM, DIRECTOR OF PLANNING
CITY OF LIBERTY HILL, TEXAS

2-16-22
DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 14 DAY OF February, 2022 AD.

WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Cindy Bridges

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF _____, 20___, A.D., AT _____ O'CLOCK, ___.M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20___, A.D., AT _____ O'CLOCK, __.M., IN THE PLAT RECORDS OF SAID COUNTY IN INSTRUMENT NUMBER _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

Commissioners Court - Regular Session **46.**

Meeting Date: 03/22/2022

Final plat for the Northfork subdivision – Pct 2

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

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

Agenda Category: Consent

Information

Agenda Item

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

Background

This subdivision (fka Liberty Hill 90) consists of 52 single family lots, 2 right-of-way reserves, 6 open space/landscape lots and 3,721 feet of new public roads. Roadway and drainage construction is not yet complete, but a financial security in the amount of $81,090.25 has been posted with the County to cover the cost of the remaining construction.

Timeline

2020-04-09 – initial submittal of final plat
2020-05-08 – 1st review complete with comments
2020-06-30 – 2nd submittal of final plat
2020-07-15 – 2nd review complete with comments
2020-09-23 – 3rd submittal of final plat
2020-10-05 – 3rd review complete with comments
2020-10-22 – 4th submittal of final plat
2020-11-02 – 4th review complete with comments
2020-12-01 – 5th submittal of final plat
2020-12-03 – 5th review complete with minor comments
2022-03-04 – 6th submittal of final plat
2022-03-04 – receipt of financial security for remaining construction
2022-03-07 – 6th review complete with minor comment
2022-03-08 – 7th submittal of final plat with signatures
2022-03-08 – 7th review complete with comments clear
2022-03-17 – final plat placed on the March 22, 2022 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Northfork

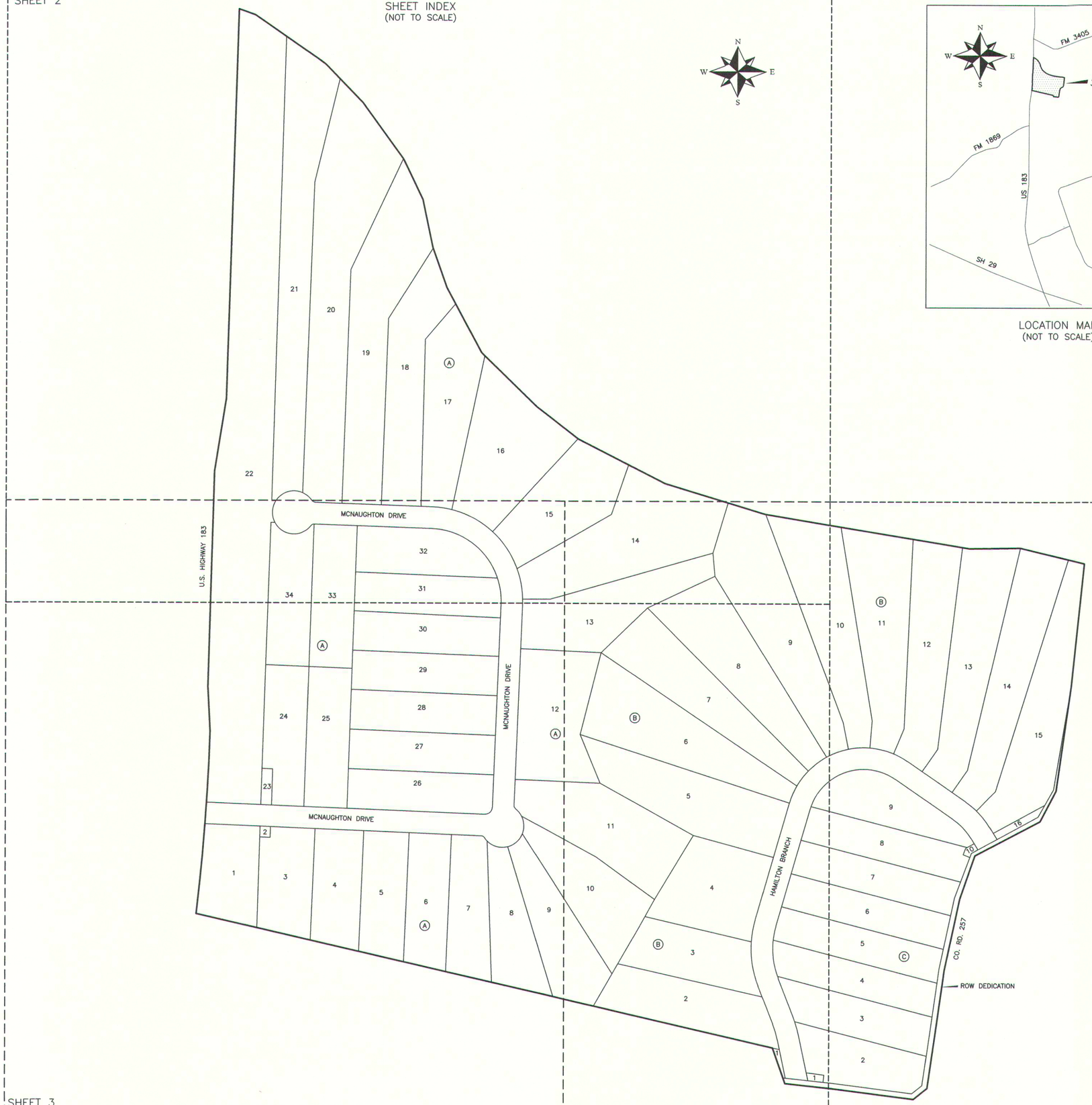
Form Review

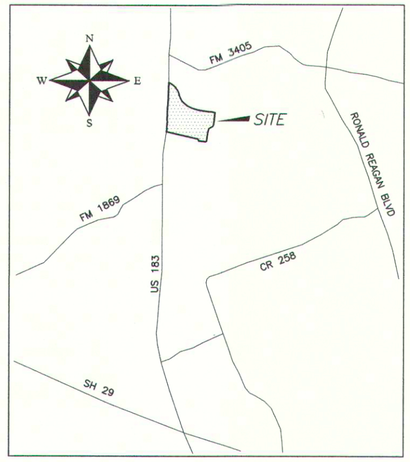
Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/17/2022 11:53 AM
Form Started By: Adam Boatright		Started On: 03/17/2022 11:49 AM
Final Approval Date: 03/17/2022		

FINAL PLAT OF NORTHFORK

SHEET 2

SHEET INDEX
(NOT TO SCALE)





LOCATION MAP
(NOT TO SCALE)

LEGEND

■	TYPE 1 TX DOT MONUMENT FOUND
●	1/2" IRON ROD FOUND
▲	60D NAIL FOUND IN FENCE POST (UNLESS NOTED)
△	CALCULATED POINT
◉	FENCE POST
■	BENCHMARK
Ⓐ	BLOCK NAME
.....	PROPOSED SIDEWALK
PUE	PUBLIC UTILITY EASEMENT
WLE	WATER LINE EASEMENT
EE	ELECTRIC EASEMENT
BL	BUILDING LINE

SUBMITTAL DATE: APRIL 9, 2020

OWNER:
LIBERTYH VENTURES, LTD.
PO BOX 670649
DALLAS, TX 75367-0649
(512) 434-9684
brett@intermandeco.com

SURVEYOR:
G&R SURVEYING, LLC
1805 OUIDA DRIVE
AUSTIN, TX 78728
(512) 267-7430 FAX: (512) 836-8385
pmclaughlin@grsurveying.com

ENGINEER:
GRAY ENGINEERING, INC.
8834 NORTH CAPITAL OF TEXAS HIGHWAY,
SUITE 140
AUSTIN, TX 78728
(512) 452-0371 FAX: (512) 454-9933
sminor@grayengineeringinc.com

BENCHMARKS

TBM #1:
N:10225892.74
E:3070670.66
ELEVATION: 852.48
1/2" IRON ROD WITH G&R CAP SET IN THE EDGE OF ASPHALT.

TBM #2
N:10226883.52
E:3068278.48
ELEVATION: 869.75
MAG NAIL SET IN THE EDGE OF ASPHALT.

VERTICAL DATUM: NAVD 88 (GEOID 12A)

SHEET 3

SHEET 4

G&R SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

FINAL PLAT OF NORTHFORK

N
W E
S

SCALE: 1"=100'

0 50 100 200 400

BEARING BASIS:TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

JOHN MCDEVITT SURVEY ABS. NO. 415

SAMUEL SMITH SURVEY ABS. NO. 586

22.090 AC. H.C. ELLISON FAMILY INVESTMENTS, LTD. DOC. 2002029284

3.50 AC. MATT HERRINGTON, ET UX DOC. 2001001995

3.50 AC. BILLY GRUMBLES, II DOC. 2001001993

N:10227999.28
E:3068358.51

APPROXIMATE SURVEY LINE

L1

S55°19'18"E 236.23'

104.35'

131.88'

PORTION OF 4.96 ACRE RIGHT-OF-WAY EASEMENT FOR DRAINAGE CHANNEL VOL. 298, PG. 353 (DOT HATCHED AREA)

S44°10'54"E 150.19'

58.51'

91.68'

S36°03'57"E 192.17'

N13°42'58"E 294.65'

S25°35'15"E 125.45'

S12°09'07"E 135.81'

S19°30'41"E 117.32'

115.89'

S28°17'00"E 204.41'

153.31'

51.10'

S45°46'42"E 216.55'

204.13'

12.42'

S52°30'05"E 144.33'

142.80'

1.53'

S63°04'20"E 270.57'

156.89'

113.68'

S73°08'14"E 292.51'

183.64'

108.87'

212.52'

APPROXIMATE LOCATION OF 7.60 AC. FLOWAGE EASEMENT VOL. 579, PG. 206

N01°44'04"E 1079.18'

N01°39'37"E 1286.71'

N01°37'18"E 597.21'

N09°06'30"E 203.81'

N87°09'29"W 98.04'

103.64'

N25°18'54"E 340.17'

N32°22'37"E 230.48'

N40°36'15"E 128.89'

N02°02'23"E 860.77'

N02°02'23"E 647.94'

N02°02'23"E 517.37'

N01°21'05"E 463.63'

N11°59'31"E 435.79'

N42°32'36"E 349.96'

N19°05'32"E 145.16'

N60°04'10"E 302.22'

N16°51'46"E 145.18'

N20°44'35"W 614.59'

N74°04'16"E 471.65'

N64°48'22"E 206.62'

N87°57'37"W 327.79'

N87°57'37"W 327.79'

N87°39'32"W 394.81'

LOMR 100 YEAR FLOODPLAIN REFER TO PLAT NOTE 5

1.43'

50' BL

75' OSSF SETBACK

BED & BANKS

20' EE

10' PUE

20' WLE

2.5' PUE

25' OSSF SETBACK

25' BL

30'x300' DRAINAGE ESMT.

20' DRAINAGE ESMT.

60' RADIUS

49.49'

74.99'

110.00'

32.80'

207.55'

120.25'

128.27'

395.28'

395.91'

108.00'

394.65'

L50 L60 L58 L49 L52 L51

C36 C37 C13 C12 C35 C11 C34 C30 C31 C10 C33 C9 C29 C28 C32

SEE ACCESS ESMT. DETAIL

28' FIRE APPARATUS ACCESS ESMT.

MCNAUGHTON DRIVE (60' ROW)

SHEET 1 MATCHLINE SHEET 2

U.S. HIGHWAY 183 (R.O.W. VARIES) (ASPHALT)

TBM #2
N:10226883.52
E:3068278.48

CO. RD. 256

APPROXIMATE CENTERLINE OF NORTH SAN GABRIEL RIVER

NORTH SAN GABRIEL RANCHES CAB. B, SL. 137-138

LOT 28 LOT 27 LOT 26 LOT 25 LOT 24 LOT 23 LOT 22 LOT 21 LOT 20 LOT 19

21	2.772 AC. (120,751 S.F.)	AREA OUTSIDE BED & BANKS 1.737 AC 75,666 SF	
20	3.477 AC. (151,441 S.F.)	AREA OUTSIDE BED & BANKS 1.877 AC 81,779 SF	
19	2.649 AC. (115,391 S.F.)	AREA OUTSIDE BED & BANKS 1.529 AC 66,601 SF	
18	1.725 AC. (75,125 S.F.)	AREA OUTSIDE BED & BANKS 1.247 AC 54,317 SF	
17	1.535 AC. (66,859 S.F.)	AREA OUTSIDE BED & BANKS 1.042 AC 45,388 SF	
16	1.955 AC. (85,138 S.F.)	AREA OUTSIDE BED & BANKS 1.273 AC 55,458 SF	
15	1.517 AC. (66,097 S.F.)	AREA OUTSIDE BED & BANKS 1.241 AC 54,056 SF	
14	2.409 AC. (104,957 S.F.)	AREA OUTSIDE BED & BANKS 1.444 AC 62,899 SF	
22	7.226 AC. (314,783 S.F.)	RESERVE FOR FUTURE R.O.W. AREA OUTSIDE BED & BANKS 6.349 AC 276,572 SF	
32	1.019 AC. (44,400 S.F.)		
34	1.038 AC. (45,223 S.F.)		
33	1.091 AC. (47,544 S.F.)		
31	1.012 AC. (44,099 S.F.)		

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FIRM NO. 10032000

FINAL PLAT OF NORTHFORK

N

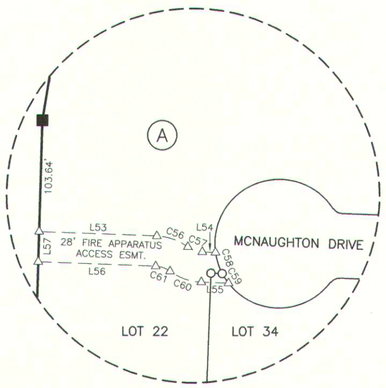
W E

S

SCALE: 1"=100'

0 50 100 200 400

BEARING BASIS:TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)



ACCESS ESMT. DETAIL
N.T.S.

SEE ACCESS ESMT. DETAIL

28' FIRE APPARATUS ACCESS ESMT.

20' WLE

MCNAUGHTON DRIVE (60' ROW)

N87°57'37"W 327.79'

20' DRAINAGE ESMT.

10' PUE

25' BL

207.55'

120.25'

25' OSSF SETBACK

SHEET 1 MATCHLINE SHEET 2

N01°37'18"E 597.21'

438.42'

S02°01'14"W 394.65'

N88°45'50"W 99.66'

N02°59'11"W 122.67'

N88°10'50"W 119.78'

S01°50'24"W 387.37'

287.37'

50' BL

20' EE

10' PUE

20' WLE

N87°39'32"W 120.45'

N87°39'32"W 120.12'

S01°55'16"W 395.28'

S01°55'16"E 387.37'

S01°56'23"W 395.91'

S01°56'23"W 387.37'

128.27'

108.00'

109.00'

110.00'

2.5' PUE

N87°39'32"W 394.81'

N87°22'39"W 406.97'

N87°39'32"W 406.25'

N87°39'32"W 405.55'

N87°39'32"W 404.83'

N87°39'32"W 404.13'

15' DRAINAGE ESMT.

25' OSSF SETBACK

39.46'

9.81'

9.52'

23.33'

N02°18'40"E 564.45'

N02°18'40"E 557.29'

MCNAUGHTON DRIVE (60' ROW)

10' PUE

25' BL

110.00'

109.00'

107.00'

361.91'

122.73'

23 0.069 AC. (2,988 S.F.) OPEN SPACE/ LANDSCAPE LOT

L48

100.00'

30.02'

N01°40'41"E 100.01'

20' WLE

150.94'

89.88'

120.00'

383.40'

89.99'

S87°39'32"E 774.25'

MCNAUGHTON DRIVE (60' ROW)

C1 C2 C3 C4

153.40'

2 0.020 AC. (870 S.F.) OPEN SPACE/ LANDSCAPE LOT

L44 L45 L46 L47

S87°39'32"E 768.83'

123.60'

136.00'

126.00'

118.00'

82.83'

1 0.985 AC. (42,909 S.F.) RESERVE FOR FUTURE R.O.W.

S01°40'45"W 281.64'

251.64'

3 1.004 AC. (43,725 S.F.)

4 1.006 AC. (43,805 S.F.)

5 1.002 AC. (43,567 S.F.)

6 1.000 AC. (43,565 S.F.)

7 1.016 AC. (44,253 S.F.)

8 1.000 AC. (43,574 S.F.)

9 1.286 AC. (56,002 S.F.) AREA OUTSIDE BED & BANKS 1.146 AC 49,925 SF

S02°20'28"W 309.43'

S02°20'28"W 334.75'

S02°20'28"W 358.21'

S02°20'28"W 380.17'

S01°55'48"E 390.95'

S15°55'08"E 432.89'

S32°56'39"E 460.11'

S61°29'57"E 235.84'

S54°18'02"E 199.76'

N31°18'00"E 207.57'

POB
N:10225493.02
E:3068245.32

173.53'

151.92'

138.34'

128.17'

120.03'

130.83'

N77°06'46"W 1644.35'

174.57'

116.03'

530.70'

SAMUEL SMITH SURVEY ABS. NO. 586

27.23 AC.
TEX DALE HOLMES, ET UX
VOL. 797, PG. 675

2.000 AC.
RANDALL S. HOLMES
DOC. NO. 2011025881

1 0.023 AC. (990 S.F.) OPEN SPACE/ LANDSCAPE LOT

27.51'

N19°33'09"W 104.78'

88.16'

16.62'

N84°01'25"W 130.74'

60' RADIUS

1.517 AC. (66,097 S.F.) AREA OUTSIDE BED & BANKS 1.241 AC 54,056 SF

N60°04'10"E 302.22'

14 2.409 AC. (104,957 S.F.) AREA OUTSIDE BED & BANKS 1.444 AC 62,899 SF

N74°04'16"E 471.65'

N64°48'22"E 206.62'

N45°59'20"E 179.19'

13 1.569 AC. (68,345 S.F.) AREA OUTSIDE BED & BANKS 1.130 AC 49,244 SF

S87°27'58"E 223.73'

LOMR 100 YEAR FLOODPLAIN REFER TO PLAT NOTE 5

40'x196' DRAINAGE ESMT.

N14°20'46"E 233.76'

12 1.674 AC. (72,903 S.F.) AREA OUTSIDE BED & BANKS 1.159 AC 50,490 SF

S87°41'20"E 236.26'

N22°31'11"W 145.91'

7 1.697 AC. (73,922 S.F.) AREA OUTSIDE BED & BANKS 1.280 AC 55,751 SF

6 2.025 AC. (88,230 S.F.) AREA OUTSIDE BED & BANKS 1.540 AC 67,081 SF

8 1.846 AC. (80,414 S.F.) AREA OUTSIDE BED & BANKS 1.397 AC 60,852 SF

9 2.312 AC. (100,699 S.F.) AREA OUTSIDE BED & BANKS 1.712 AC 74,579 SF

N16°51'46"E 145.18'

108.87'

212.52'

N20°41'35"W 614.59'

N31°58'59"W 588.34'

N44°51'07"W 634.61'

N56°02'20"W 656.95'

N72°02'43"W 611.97'

75' OSSF SETBACK

BED & BANKS

5 1.906 AC. (83,041 S.F.) AREA OUTSIDE BED & BANKS 1.046 AC 45,545 SF

11 1.898 AC. (82,657 S.F.)

30' X 156' DRAINAGE & UNDERGROUND UTILITY ESMT.

S60°57'56"E 297.23'

25' WATERLINE ESMT.

AREA OUTSIDE BED & BANKS 1.139 AC 49,629 SF

N74°46'51"W 230.58'

4 1.493 AC. (65,046 S.F.) AREA OUTSIDE BED & BANKS 1.006 AC 43,830 SF

HAMILTON BRANCH (60' ROW)

N16°13'22"E 336.76'

157.18'

179.58'

95.04'

97.04'

89.23'

10 1.379 AC. (60,063 S.F.) AREA OUTSIDE BED & BANKS 1.098 AC 47,823 SF

N37°48'02"W 70.34'

N76°56'45"W 303.66'

N76°56'45"W 230.20'

N76°56'45"W 244.60'

25' WATERLINE ESMT.

3 1.154 AC. (50,253 S.F.) AREA OUTSIDE BED & BANKS 1.001 AC 43,585 SF

N29°59'23"E 147.50'

N29°59'23"E 115.78'

N29°59'23"E 103.59'

N29°59'23"E 135.31'

N77°20'32"W 411.46'

2 1.417 AC. (61,739 S.F.) AREA OUTSIDE BED & BANKS 1.307 AC 56,933 SF

55.45'

31.34'

81.53'

105.79'

SHEET 2 MATCHLINE SHEET 3

SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
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FIRM NO. 10032000

FINAL PLAT OF NORTHFORK

N

W E

S

SCALE: 1"=100'

0 50 100 200 400

BEARING BASIS:TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

LOT 18 LOT 17 LOT 16 LOT 15 LOT 14 LOT 13

NORTH SAN GABRIEL RANCHES
CAB. B, SL. 137-138

N:10226468.30
E:3070712.12

TBM #1
N:10225892.74
E:3070670.66

N:10224984.71
E:3070240.14

SHEET 2 MATCHLINE SHEET 3

SHEET 3 MATCHLINE SHEET 2

APPROXIMATE LOCATION OF 7.60 AC. FLOWAGE EASEMENT VOL. 579, PG. 206

100 YEAR FLOODPLAIN REFER TO PLAT NOTE 5

LOMR 100 YEAR FLOODPLAIN

HAMILTON BRANCH (60 ROW)

CO. RD. 257 (R.O.W. VARIES)

HACKBERRY

CEDAR ELM

SAMUEL SMITH SURVEY ABS. NO. 586

83.2822 AC. (TRACT 1)
TPS MATERIALS, LLC
DOC. 2006046645

RANDALL S. HOLMES
DOC. NO. 2011025881

ROW DEDICATION
0.464 AC.
(XX,XXX S.F.)

DETAIL
N.T.S.

LOT 8 LOT 9 LOT 10

1	1.379 AC. (60,063 S.F.) AREA OUTSIDE BED & BANKS 1.098 AC 47,823 SF
2	1.417 AC. (61,739 S.F.) AREA OUTSIDE BED & BANKS 1.307 AC 56,933 SF
3	1.154 AC. (50,253 S.F.) AREA OUTSIDE BED & BANKS 1.001 AC 43,585 SF
4	1.493 AC. (65,046 S.F.) AREA OUTSIDE BED & BANKS 1.006 AC 43,830 SF
5	1.906 AC. (83,041 S.F.) AREA OUTSIDE BED & BANKS 1.046 AC 45,545 SF
6	2.025 AC. (88,230 S.F.) AREA OUTSIDE BED & BANKS 1.540 AC 67,081 SF
7	1.697 AC. (73,922 S.F.) AREA OUTSIDE BED & BANKS 1.280 AC 55,751 SF
8	1.846 AC. (80,414 S.F.) AREA OUTSIDE BED & BANKS 1.397 AC 60,852 SF
9	2.312 AC. (100,699 S.F.) AREA OUTSIDE BED & BANKS 1.712 AC 74,579 SF
10	1.913 AC. (83,327 S.F.) AREA OUTSIDE BED & BANKS 1.312 AC 57,158 SF
11	1.874 AC. (81,617 S.F.) AREA OUTSIDE BED & BANKS 1.297 AC 56,496 SF
12	1.644 AC. (71,625 S.F.) AREA OUTSIDE BED & BANKS 1.095 AC 47,692 SF
13	1.884 AC. (82,049 S.F.) AREA OUTSIDE BED & BANKS 1.128 AC 49,132 SF
14	1.858 AC. (80,955 S.F.) AREA OUTSIDE BED & BANKS 1.111 AC 48,389 SF
15	1.907 AC. (83,069 S.F.) AREA OUTSIDE BED & BANKS 1.539 AC 67,019 SF
16	0.067 AC. (2,927 S.F.) OPEN SPACE/ LANDSCAPE LOT
1	0.023 AC. (990 S.F.) OPEN SPACE/ LANDSCAPE LOT
10	0.018 AC. (793 S.F.) OPEN SPACE/ LANDSCAPE LOT SEE DETAIL
1	0.022 AC. (952 S.F.) OPEN SPACE/ LANDSCAPE LOT
2	1.000 AC. (43,560 S.F.)
3	1.028 AC. (44,793 S.F.)
4	1.007 AC. (43,866 S.F.)
5	1.010 AC. (44,016 S.F.)
6	1.007 AC. (43,846 S.F.)
7	1.017 AC. (44,282 S.F.)
8	1.019 AC. (44,383 S.F.)
9	1.050 AC. (45,753 S.F.)
10	1.898 AC. (82,657 S.F.)
11	
14	2.409 AC. (104,957 S.F.) AREA OUTSIDE BED & BANKS 1.444 AC 62,899 SF

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FINAL PLAT OF
NORTHFORK

CURVE TABLE							
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD LENGTH	TANGENT	RECORD CHORD
C1	5°01'54"	5789.58'	508.44'	N04°15'35"E	508.27'	254.38'	N04°15'54"E 508.20'
C2	2°28'36"	5789.58'	250.27'	N05°32'14"E	250.25'	125.15'	
C3	0°35'39"	5789.58'	60.03'	N04°00'07"E	60.03'	30.01'	
C4	1°57'39"	5789.58'	198.14'	N02°43'28"E	198.13'	99.08'	
C5	90°01'47"	20.00'	31.43'	N47°19'34"E	28.29'	20.01'	
C6	55°21'54"	9.50'	9.18'	N59°58'35"W	8.83'	4.98'	
C7	200°45'36"	60.00'	210.24'	N47°19'34"E	118.04'	327.56'	
C8	55°21'54"	9.50'	9.18'	N25°22'17"W	8.83'	4.98'	
C9	90°16'17"	260.00'	409.64'	N42°49'28"W	368.57'	261.23'	
C10	90°16'17"	200.00'	315.11'	N42°49'28"W	283.51'	200.95'	
C11	55°21'54"	9.50'	9.18'	S64°21'26"W	8.83'	4.98'	
C12	290°43'49"	60.00'	304.45'	N02°02'23"E	68.20'	41.45'	
C13	55°21'54"	9.50'	9.18'	S60°16'40"E	8.83'	4.98'	
C14	9°26'41"	270.00'	44.51'	N16°41'26"W	44.46'	22.30'	
C15	9°26'41"	330.00'	54.40'	N16°41'26"W	54.34'	27.26'	
C16	37°38'09"	285.00'	187.21'	N02°35'43"W	183.86'	97.12'	
C17	37°38'09"	225.00'	147.80'	N02°35'43"W	145.15'	76.67'	
C18	108°32'16"	215.00'	407.28'	N70°29'30"E	349.06'	298.86'	
C19	108°32'16"	155.00'	293.62'	N70°29'30"E	251.65'	215.46'	
C20	23°36'58"	235.00'	96.86'	N43°25'53"W	96.18'	49.13'	
C21	23°36'58"	175.00'	72.13'	N43°25'53"W	71.62'	36.59'	
C22	12°53'53"	60.00'	13.51'	S38°44'35"E	13.48'	6.78'	
C23	59°21'28"	60.00'	62.16'	S74°52'16"E	59.42'	34.19'	
C24	53°40'31"	60.00'	56.21'	N48°36'45"E	54.18'	30.36'	
C25	47°58'15"	60.00'	50.23'	N02°12'38"W	48.78'	26.70'	
C26	26°51'28"	60.00'	28.13'	N39°37'30"W	27.87'	14.33'	
C27	3°15'23"	260.00'	14.78'	N00°40'59"E	14.77'	7.39'	
C28	19°10'50"	260.00'	87.04'	N10°32'08"W	86.63'	43.93'	
C29	27°19'52"	260.00'	124.03'	N33°47'29"W	122.85'	63.22'	
C30	28°40'51"	260.00'	130.15'	N61°47'51"W	128.80'	66.47'	
C31	11°49'20"	260.00'	53.65'	N82°02'57"W	53.55'	26.92'	
C32	20°39'17"	200.00'	72.10'	N08°00'58"W	71.71'	36.44'	
C33	69°37'00"	200.00'	243.01'	N53°09'07"W	228.33'	139.05'	
C34	115°21'54"	60.00'	120.81'	S85°38'34"E	101.41'	94.85'	
C35	60°00'00"	60.00'	62.83'	S02°02'23"W	60.00'	34.64'	
C36	81°41'33"	60.00'	85.55'	S72°53'10"W	78.48'	51.88'	
C37	33°40'22"	60.00'	35.26'	N49°25'53"W	34.76'	18.16'	
C38	25°21'11"	285.00'	126.11'	N08°44'11"W	125.08'	64.10'	
C39	12°16'57"	285.00'	61.10'	N10°04'53"E	60.98'	30.67'	
C40	1°36'20"	225.00'	6.30'	N20°36'37"W	6.30'	3.15'	
C41	26°10'47"	225.00'	102.81'	N06°43'04"W	101.92'	52.32'	
C42	9°51'02"	225.00'	38.68'	N11°17'51"E	38.64'	19.39'	
C43	2°53'35"	155.00'	7.83'	N17°40'09"E	7.83'	3.91'	
C44	105°38'41"	155.00'	285.80'	N71°56'17"E	247.00'	204.37'	
C45	13°59'22"	215.00'	52.50'	N23°13'03"E	52.36'	26.38'	
C46	13°57'01"	215.00'	52.35'	N37°11'15"E	52.22'	26.30'	
C47	17°08'50"	215.00'	64.34'	N52°44'10"E	64.10'	32.41'	
C48	17°20'33"	215.00'	65.08'	N69°58'51"E	64.83'	32.79'	
C49	15°56'14"	215.00'	59.80'	N86°37'15"E	59.61'	30.10'	
C50	18°12'32"	215.00'	68.33'	S76°18'22"E	68.04'	34.45'	
C51	11°57'44"	215.00'	44.89'	N61°13'14"W	44.81'	22.53'	
C52	9°23'12"	235.00'	38.50'	N50°32'47"W	38.46'	19.29'	
C53	14°13'46"	235.00'	58.36'	N38°44'17"W	58.21'	29.33'	
C54	6°49'14"	330.00'	39.28'	N15°22'43"W	39.26'	19.67'	
C55	2°37'27"	330.00'	15.11'	N20°06'04"W	15.11'	7.56'	
C56	34°21'58"	52.00'	31.19'	S70°46'38"E	30.72'	16.08'	
C57	34°21'58"	24.00'	14.40'	S70°46'38"E	14.18'	7.42'	
C58	19°48'11"	60.00'	20.74'	S18°03'31"E	20.63'	10.47'	
C59	10°04'05"	60.00'	10.54'	S32°59'39"E	10.53'	5.29'	
C60	34°21'58"	52.00'	31.19'	N70°46'38"W	30.72'	16.08'	
C61	34°21'58"	24.00'	14.40'	N70°46'38"W	14.18'	7.42'	

LINE TABLE			
LINE	BEARING	DISTANCE	RECORD CHORD
L1	S70°12'49"E	48.39'	S70°12'49"E 48.39'
L2	S08°18'00"W	30.70'	S08°07'16"W 30.79'
L3	S27°32'21"W	95.60'	S27°41'38"W 95.39'
L4	S19°17'54"W	127.67'	S19°43'50"W 127.55'
L5	S51°37'48"W	48.54'	S51°12'20"W 48.51'
L6	N11°58'06"W	108.63'	
L7	N11°58'06"W	128.06'	
L8	N21°24'47"W	112.87'	
L9	N21°24'47"W	112.87'	
L10	S31°37'24"E	39.44'	
L11	S31°37'24"E	36.30'	
L12	S29°31'53"W	49.31'	
L13	S29°31'53"W	37.91'	
L14	S61°22'05"W	129.73'	
L15	S61°22'05"W	60.08'	
L16	S61°22'05"W	20.62'	
L17	S20°45'44"W	12.15'	
L18	N69°14'16"W	20.00'	
L19	N20°45'44"E	19.55'	
L20	N61°22'05"E	4.32'	
L21	N61°22'05"E	22.65'	
L22	S31°37'24"E	16.27'	
L23	S31°37'24"E	20.03'	
L24	S20°45'44"W	72.87'	
L25	S20°45'44"W	48.03'	
L26	S51°37'48"W	36.24'	
L27	N84°01'25"W	25.76'	
L28	N84°01'25"W	42.64'	
L29	N11°58'06"W	22.27'	
L30	S82°39'18"E	50.00'	
L31	S07°20'42"W	20.00'	
L32	N84°01'25"W	63.07'	
L33	N84°01'25"W	6.61'	
L34	N11°58'06"W	81.12'	
L35	N77°06'46"W	19.76'	
L36	N11°20'53"W	75.00'	
L37	N04°35'22"E	75.00'	
L38	N22°47'54"E	75.00'	
L39	N34°45'38"E	75.00'	
L40	N34°45'38"E	75.00'	
L41	N44°08'49"E	75.00'	
L42	S31°37'24"E	19.41'	
L43	S31°37'24"E	20.03'	
L44	S87°39'32"E	29.00'	
L45	S01°40'45"W	30.00'	
L46	N87°39'33"W	29.00'	
L47	N01°40'45"E	30.00'	
L48	S87°39'32"E	29.74'	
L49	N87°57'58"W	10.62'	
L50	N87°57'37"W	11.01'	
L51	N90°00'00"E	75.00'	
L52	S05°03'39"E	64.53'	
L53	S87°57'37"E	109.83'	
L54	S87°57'37"E	12.24'	
L55	N87°57'37"W	25.38'	
L56	N87°57'37"W	109.62'	
L57	N01°37'18"E	28.00'	
L58	S87°57'37"E	123.86'	
L59	N47°02'23"E	28.28'	
L60	S87°57'37"E	17.18'	

PROPOSED STREETS LENGTH AND DESIGN SPEED TABLE								
STREET	LENGTH	CLASSIFICATION	TYPE	OWNERSHIP	PAVEMENT WIDTH	CURB TYPE	DESIGN SPEED	ROW WIDTH
MCNAUGHTON DRIVE (SEGMENT 1) BEGINS AT ENTRANCE FROM U.S 183	775'	COLLECTOR	RURAL	PUBLIC	26'	18" RIBBON	35 MPH	60'
MCNAUGHTON DRIVE (SEGMENT 2)	1,450'	LOCAL	RURAL	PUBLIC	26'	18" RIBBON	25 MPH	60'
HAMILTON BRANCH	1,496'	LOCAL	RURAL	PUBLIC	26'	18" RIBBON	25 MPH	60'

LOT FFEs					
	BLOCK A			BLOCK B	
	NORTH	SOUTH		NORTH	SOUTH
LOT 8	863	864	LOT 2	863	864
LOT 9	859	863	LOT 3	861	863
LOT 10	859	855	LOT 4	857	861
LOT 11	859	855	LOT 5	860	857
LOT 12	858	859	LOT 6	859	860
LOT 13	859	858	LOT 7	859	859
LOT 14	855	859	LOT 8	859	859
LOT 15	863	855	LOT 9	857	859
LOT 16	856	863	LOT 10	857 W	857 E
LOT 17	859 W	856 E	LOT 11	857 W	856 E
LOT 18	861 W	859 E	LOT 12	856 W	856 E
LOT 19	860 W	861 E	LOT 13	856 W	856 E
LOT 20	860 W	860 E	LOT 14	856 W	856 E
LOT 21	861 W	860 E	LOT 15	856 W	855 E

METES AND BOUNDS DESCRIPTION:

DESCRIPTION OF 90.434 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE SAMUEL SMITH SURVEY, ABSTRACT NO. 586 AND THE JOHN MCDEVITT SURVEY, ABSTRACT NO. 415, BEING ALL OF THAT CERTAIN 90.434 ACRE TRACT OF LAND DESCRIBED IN A DEED OF RECORD TO LIBERTYH VENTURES, LTD. IN DOCUMENT NO. 2018027412, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 90.434 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Type 1 TXDOT monument found in the curving easterly line of U.S. Highway 183 (R.O.W. varies) of a curve to the left, at the northwesterly corner of that certain 27.23 acre tract of land described in a deed of record to Tex Dale Holmes, Et Ux in Volume 797, Page 675, Deed Records of Williamson County, Texas, for the southwesterly corner of said 90.434 Acre Tract and the herein described tract;

THENCE along the easterly line of said U.S. Highway 183, same being the westerly line of said 90.434 Acre Tract the following five (5) courses:

1. Along said curve to the left, having a radius of 5789.58 feet, an arc length of 508.44 feet and a chord which bears N04°15'35"E, a distance of 508.27 feet to a Type 1 TXDOT Monument found;
2. N02°59'11"W, a distance of 122.67 feet to a Type 1 TXDOT monument found;
3. N01°37'18"E, a distance of 597.21 feet to a Type 1 TXDOT monument found;
4. N09°06'30"E, a distance of 203.81 feet to a Type 1 TXDOT monument found;
5. N01°44'04"E, a distance of 1079.18 feet to a calculated point in the centerline of the North San Gabriel River, at the southwesterly corner of that certain 22.090 acre tract of land described in a deed of record to H.C. Ellison Family Investments, Ltd. in Document No. 2002029284, Official Public Records of Williamson County, Texas, for the northwesterly corner of said 90.434 Acre Tract and the herein described tract;

THENCE with the centerline of the North San Gabriel River along the northerly line of said 90.434 Acre Tract, same being in part the southerly line of said 22.090 Acre Tract, in part the westerly line of that certain 3.50 acre tract of land described in a deed of record to Matt Herrington, et ux, in Document No. 2001001995, Official Public Records of Williamson County, Texas, in part the westerly line of that certain 3.50 acre tract of land described in a deed of record to Billy Grumbles, II, in Document No. 2001001993, Official Public Records of Williamson County, Texas, and in part the southerly line of North San Gabriel Ranches, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet B, Slides 137–138, Plat Records of Williamson County, Texas, the following fifteen (15) courses:

1. S70°12'49"E, a distance of 48.39 feet to a calculated point;
2. S55°19'18"E, a distance of 236.23 feet to a calculated point;
3. S44°10'54"E, a distance of 150.19 feet to a calculated point;
4. S36°03'57"E, a distance of 192.17 feet to a calculated point;
5. S25°35'15"E, a distance of 125.45 feet to a calculated point;
6. S12°09'07"E, a distance of 135.81 feet to a calculated point;
7. S19°30'41"E, a distance of 117.32 feet to a calculated point;
8. S28°17'00"E, a distance of 204.41 feet to a calculated point;
9. S45°46'42"E, a distance of 216.55 feet to a calculated point;
10. S52°30'05"E, a distance of 144.33 feet to a calculated point;
11. S63°04'20"E, a distance of 270.57 feet to a calculated point;
12. S73°08'14"E, a distance of 292.51 feet to a calculated point;
13. S80°36'43"E, a distance of 575.19 feet to a calculated point;
14. N89°04'27"E, a distance of 140.87 feet to a calculated point;
15. S76°28'19"E, a distance of 183.07 feet to a calculated point in the west margin of County Road 257 (R.O.W. varies), for the northeasterly corner of said 90.434 Acre Tract and the herein described tract;

THENCE with the west margin of said County Road 257, same being the easterly line and in part the southerly line of said 90.434 Acre Tract the following eleven (11) courses:

1. S05°59'28"W, a distance of 343.24 feet to a 60d nail found in fence post;
2. S08°18'00"W, a distance of 30.70 feet to a 60d nail found in fence post;
3. S08°08'00"W, a distance of 260.61 feet to a 60d nail found in fence post;
4. S27°32'21"W, a distance of 95.60 feet to a 60d nail found in fence post;
5. S62°14'22"W, a distance of 204.32 feet to a 60d nail found in fence post;
6. S19°17'54"W, a distance of 127.67 feet to a Hackberry Tree;
7. S12°10'14"W, a distance of 201.84 feet to a Cedar Elm Tree;
8. S08°12'48"W, a distance of 329.37 feet to a 1/2" iron rod found, for the southeasterly corner of said 90.434 Acre Tract and the herein described tract;
9. S51°37'48"W, a distance of 48.54 feet to a 60d nail found in fence post;
10. N82°39'43"W, a distance of 228.66 feet to a 1/2" iron rod found;
11. N84°01'25"W, a distance of 130.74 feet to a 1/2" iron rod found at the most easterly corner of that certain 2.000 acre tract of land described in a deed of record to Randall S. Holmes, in Document No. 2011025881, Official Public Records of Williamson County, Texas;

THENCE leaving the west margin of said County Road 257 and continuing with the southerly line of said 90.434 Acre Tract, same being in part the northerly line of said 2.000 Acre Tract and in part the northerly line of said 27.23 Acre Tract, the following two (2) courses:

1. N19°33'09"W, a distance of 104.78 feet to a 1/2" iron rod found at the northeasterly corner of said 2.000 Acre Tract;
2. N77°06'46"W, passing at a distance of 463.77 feet, a mag nail found in a Cedar Tree, at the northwesterly corner of said 2.000 Acre Tract, and continuing for a total distance of 1644.35 feet to the POINT OF BEGINNING, containing an area of 90.434 Acres of Land, more or less.

C&R
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

FINAL PLAT OF NORTHFORK

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

THAT, MARIANNE PLANCKE, MANAGER OF INTERMANDECO GP, LLC, GENERAL PARTNER OF LIBERTYH VENTURES, LTD, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2018027412 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS NORTHFORK.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 22 DAY OF February, 20

BY: _____
LIBERTYH VENTURES, LTD.
BY: INTERMANDECO GP, LLC, IT'S GENERAL PARTNER
BY: MARIANNE PLANCKE, MANAGER
PO BOX 670649
DALLAS, TX 75367

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, MARIANNE PLANCKE, MANAGER OF INTERMANDECO GP, LLC, GENERAL PARTNER OF LIBERTYH VENTURES, LTD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 22 DAY OF FEBRUARY, 2022.

Mary P Hudson
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON 10/12/2024

MARY P HUDSON
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 10/12/24
NOTARY ID 1211400-8

PLAT NOTES:

1. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.

THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

2. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH.
THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATION BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

4. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

5. A PORTION OF THE PROPERTY LIES WITHIN FEMA ZONE AE FLOODPLAIN PER LOMR 15-06-4383P EFF. 7/7/16. FEMA FLOODPLAIN PANELS 48491C0235F EFF. 12/20/19 & 48491C0275E EFF. 9/26/08.

6. A TEN (10') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG AND ADJACENT TO ALL RIGHT-OF-WAY AND A TWO AND A HALF (2.5') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS TO OR FROM SAID RIGHT-OF-WAY FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, HANGING NEW WIRE ON, MAINTAINING AND REMOVING SAID LINES OR CABLE AND APPURTENANCES; THE RIGHT TO PLACE NEW OR ADDITIONAL CABLE OR CABLES IN SAID SYSTEM AND TO CHANGE THE SIZES THEREOF; THE RIGHT TO RELOCATE WITHIN THE LIMITS OF SAID RIGHT-OF-WAY OR SYSTEM; THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES AND PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR SYSTEM OR THEIR APPURTENANCES; THE RIGHT TO PLACE TEMPORARY STRUCTURES FOR USE IN CONSTRUCTING OR REPAIRING SAID SYSTEM.

7. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THE HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.

8. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.

9. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY CITY OF GEORGETOWN.

10. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE CONTRIBUTING ZONE PLAN (CZP) IN WRITING.

11. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES (OSSF).

12. ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.

13. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

14. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.1.A.

15. THE FOLLOWING LOTS ARE HEREBY DEDICATED TO AND SHALL BE MAINTAINED BY THE NORTHFORK ASSOCIATION OF HOMEOWNERS INC.:
LOTS 2 AND 23, BLOCK A
LOTS 1 AND 16, BLOCK B
LOTS 1 AND 10, BLOCK C

16. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

17. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

18. DRIVEWAYS SHALL CONNECT ONLY TO INTERNALLY PLATTED ROADS AND NOT TO CR 257 OR US 183.

19. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT LINE EASEMENTS BETWEEN THE HEIGHTS OF THREE TO EIGHT FEET AS MEASURED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

20. FIRE APPARATUS ACCESS EASEMENT SHALL EXPIRE UPON THE COUNTY TAKING POSSESSION OF THE RESERVE FOR FUTURE R.O.W.

21. THIS PROPERTY IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

22. DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY THE PROPERTY OWNER AND THAT NO STRUCTURES OR OBSTRUCTIONS ARE PERMITTED WITHIN A DRAINAGE EASEMENTS.

23. THE 50' BUILDING SETBACK LINE FOR LOTS 1 & 22 SHALL BECOME NULL AND VOID UPON THE LOTS BECOMING PUBLIC RIGHT-OF-WAY.

24. A BENCHMARK IS BE TO ESTABLISHED WITHIN OR IMMEDIATELY ADJACENT TO THE BOUNDARY OF THE PLAT.

PLAT NOTES (CONTINUED):

25. EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

26. BLOCK A LOTS 9-21 & BLOCK B LOTS 2-15, ARE ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. [48491C0235F], EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS & COMMUNITY PANEL NO. [48491C0275E], EFFECTIVE DATE SEPTEMBER 26, 2008.

27. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION EXCEPT FOR BLOCK A, LOTS 9-21 AND BLOCK B, LOTS 2-15. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

28. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR BLOCK A, LOTS 9-21 AND BLOCK B, LOTS 2-15 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WLLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.

29. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY THE MATKIN HOOVER ENGINEERING AND SURVEY, DATED JULY 7, 2016.

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, PHILLIP L. MCLAUGHLIN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND HEREBY STATE THAT THIS PLAT CONFORMS WITH APPLICABLE ORDINANCES OF WILLIAMSON COUNTY, TEXAS AND HEREBY CERTIFY THAT A SURVEY OF THE PROPERTY SHOWN HEREON WAS ACTUALLY MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION ON THE DATE SHOWN.

PHILLIP L. MCLAUGHLIN 02-04-2022
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5300

STATE OF TEXAS
REGISTERED
PHILIP L MCLAUGHLIN
5300
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, STEVEN MINOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY STATE THAT THIS PLAT CONFORMS WITH APPLICABLE ORDINANCES OF WILLIAMSON COUNTY, TEXAS AND THAT A PORTION OF THIS SUBDIVISION IS WITHIN THE LIMITS OF A 100 YEAR FLOODPLAIN. THIS PROPERTY IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

STEVEN MINOR, P.E. 3-3-22
STATE OF TEXAS NO. 133778 DATE:

STATE OF TEXAS
STEVEN M. MINOR
133778
LICENSED
PROFESSIONAL ENGINEER

3-3-22

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

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

for J. TERRON EVERTSON, P.E., DR, CFM (Adam D. Boatright) 03/17/2022
COUNTY ENGINEER DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 25th DAY OF February 2022 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

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

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

THE STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D. AT_____O'CLOCK __M., AND DULY RECORDED THIS THE DAY OF _____. 20____, A.D., AT _____O'CLOCK __M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY_____, DEPUTY

C&R SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

Commissioners Court - Regular Session **47.**

Meeting Date: 03/22/2022

Cedar Park Championship

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on proclamation recognizing the Cedar Park High School Timberwolves girls basketball team.

Background

This agenda item is being co-sponsored by the Precinct One and Precinct Two Commissioners offices. Some other highlights of this outstanding team are:

- Last two seasons record was 64 - 1 and since the 2020 decade the record is 79 - 2
- In 16 preseason games the Timberwolves scored 994 points and only gave up 558 points, for an average margin of victory of 27 points
- In district regular season games the Timberwolves scored 923 points and only gave up 441 points, for an average margin of victory of 34 points per game
- In 7 playoff games the Timberwolves scored 426 points (61/game) and only gave up 212 points (30/game), for an average margin of victory of 31 points per game
- During the 2021-2022 season they scored a total of 2,343 points (63.3/game) and gave up only 1,279 points (34.6/game).

The coach, players and parents will be attending commissioners court to hear the discussion and accept a presentation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/14/2022 03:54 PM
Form Started By: Kathy Pierce		Started On: 03/14/2022 02:04 PM
Final Approval Date: 03/14/2022		

That on the 22nd day of March 2022 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

PROCLAMATION

WHEREAS, the Cedar Park High School Timberwolves girls basketball team has a 62-game win streak that includes a record of 37-0 for the 2021-2022 season, making it the 3rd longest active win streak for girls basketball in the country; and

WHEREAS, the Timberwolves won the UIL Girls Basketball State Championship two years in a row, with a two-year record of 64-1, and has had playoff appearances in 15 of the last 16 years, and now has 5 consecutive undefeated district championships with an overall district record of 68-0 in the last 5 years; and

WHEREAS, the Cedar Park High School Timberwolves girls basketball team beat Frisco Memorial High School with a score of 45-40 in a thrilling double-overtime Championship Game on March 5, 2022, where they shut out Frisco Memorial in the 2nd overtime to claim the Texas Conference 5A Championship; and

WHEREAS, no other state championship basketball team from the Austin area has ever completed a perfect season…until now; and

WHEREAS, the Timberwolves have defeated their 30 regular season opponents by an average score of 64-33 and their 7 playoff opponents by a 31-point average; and

WHEREAS, these girls are exemplary student athletes who have great support systems from their families, coaches, managers, fans, and as importantly, support of each other;

NOW THEREFORE BE IT PROCLAMED, that the Williamson County Commissioners Court declares, March 22, 2022, as Timberwolves Girls Basketball Day in Williamson County and recognizes the incredible achievements, work and tenacity by these young female leaders.

PROCLAIMED THIS 22ND DAY OF MARCH 2022.

_____

Bill Gravell, Jr. - County Judge

Commissioners Court - Regular Session **48.**

Meeting Date: 03/22/2022

Update from Lone Star Circle of Care

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an update from Lone Star Circle of Care.

Background

Rebecca Sorensen, MPH, program director for Lone Star Circle of Care, will give an update on the Big Pink Bus and other initiatives Lone Star Circle of Care has implemented using Williamson County funding through CARES and ARPA funds.

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	03/14/2022 08:44 AM
Form Started By: Connie Odom		Started On: 03/07/2022 10:22 AM
Final Approval Date: 03/14/2022		

Commissioners Court - Regular Session **49.**

Meeting Date: 03/22/2022

public hearing

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

9:30 am Conduct public hearing relating to a request from Human Resources and the Commissioners Court to transfer the funding for a position allocated during the FY2022 Budget Process from Non Departmental to the Commissioners Court Budget for the position of Risk Analyst and discuss (1) the reason for the funding transfer, including the public purpose that will be served by transferring the funding; and (2) the exact amount of the funding transfer, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served if any excess is needed.

Background

1. The reason for the funding transfer is to set up the position within the Commissioners Court budget and fund at the minimum of the grade within current policy. The public will be well served by the role this position will play in a proactive risk model.
2. The funding to be transferred is the $80,761.43 (detail attached) originally budgeted, which will be paid through the normal bi-weekly payroll. No excess is needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

budget

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/09/2022 08:48 AM
Form Started By: Rebecca Clemons		Started On: 03/08/2022 02:08 PM
Final Approval Date: 03/09/2022		

Dept. 401	**Risk Analyst B. 26**
Salary	$51,660.07
FICA	$3,952.00
Retirement	$8,358.60
Insurance	$10,128.00
Workers Comp	$311.77
003005 Office Furn	$3,000.00
003006 Office Equip	$400.00
003010 Computer Equipment	$2,100.00
003011 Computer Software	$250.00
003100 Office Supplies	$200.00
003900 Membership Dues	$300.00
004212 Postage	$0.00
004231 Travel	$0.00
004232 Training	$0.00
004350 Printed Materials and Binding	$100.00
004410 Bond Premiums	$0.00
004621 Copier Lease	$0.00
004999 Misc	$0.00
	$80,760.43
	$80,760.43

Notes
(scanner, phone)
laptop, two monitors, wireless keyboard, mouse, printer)

Commissioners Court - Regular Session **50.**

Meeting Date: 03/22/2022

Line Item Transfer

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Commissioners Court budget for various lines as attached.

Background

This line item transfer will facilitate funding to create a Risk Analyst position in the Commissioners Court budget (Department 0401) as approved by the Court. Funding was approved and set aside during budget adoption for FY22 in the Non-Departmental Budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Risk Analyst FTE

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/10/2022 11:27 AM
Budget Office (Originator)	Ashlie Holladay	03/14/2022 03:58 PM
Form Started By: Ashlie Holladay		Started On: 03/09/2022 10:42 AM
Final Approval Date: 03/14/2022		

FROM	01-0100-0409-004998	Non Departmental / Contingencies	**$80,760.43**
TO	01-0100-0401-001100	Full Time Salary	$51,660.07
TO	01-0100-0401-002010	FICA	$3,952.00
TO	01-0100-0401-002020	Retirement	$8,358.60
TO	01-0100-0401-002030	Insurance	$10,128.00
TO	01-0100-0401-002050	Workers Comp	$311.77
TO	01-0100-0401-003005	003005 Office Furn	$3,000.00
TO	01-0100-0401-003006	003006 Office Equip	$400.00
TO	01-0100-0401-003010	003010 Computer Equipment	$2,100.00
TO	01-0100-0401-003011	003011 Computer Software	$250.00
TO	01-0100-0401-003100	003100 Office Supplies	$200.00
TO	01-0100-0401-003900	003900 Membership Dues	$300.00
TO	01-0100-0401-004350	004350 Printed Materials and Binding	$100.00
			$80,760.43

Commissioners Court - Regular Session **51.**

Meeting Date: 03/22/2022

DA BA Rev 11.02.21

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	Dist Atty Salary Supplement	$7,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/10/2022 11:25 AM
Form Started By: Melanie Denny		Started On: 03/08/2022 11:13 AM
Final Approval Date: 03/10/2022		

Commissioners Court - Regular Session **52.**

Meeting Date: 03/22/2022

DA BA Exp 11.02.21

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	$6,056.69
	0100.0440.002010	FICA	$463.35
	0100.0440.002020	Retirement	$979.96

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/10/2022 11:25 AM
Form Started By: Melanie Denny		Started On: 03/08/2022 11:13 AM
Final Approval Date: 03/10/2022		

Commissioners Court - Regular Session **53.**

Meeting Date: 03/22/2022

Budget Amendment for Historic Courthouse

Submitted By: Tomika Lynce, 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 in the General Fund.

Background

The County received funds from HBO for the use of Williamson County properties for the filming and production of HBO Max's limited series titled Love & Death. These funds will be used for various improvements throughout the Historic Courthouse.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.000777	Transfer to Capital Project	$200,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/15/2022 10:54 AM
Form Started By: Tomika Lynce		Started On: 03/09/2022 02:12 PM
Final Approval Date: 03/15/2022		

Commissioners Court - Regular Session **54.**

Meeting Date: 03/22/2022

Budget Amendment for Historic Courthouse-Revenue

Submitted By: Tomika Lynce, 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 revenue in the General Fund.

Background

The County received funds from HBO for the use of Williamson County properties for the filming and production of HBO Max's limited series titled Love & Death. These funds will be used for various improvements throughout the Historic Courthouse.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$200,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/15/2022 10:55 AM
Form Started By: Tomika Lynce		Started On: 03/09/2022 02:23 PM
Final Approval Date: 03/15/2022		

Commissioners Court - Regular Session **55.**

Meeting Date: 03/22/2022

2022 Capital Improvement Program 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 2022 CIP transfer to close P575 (Justice Center S.O Improvements) and move the remaining funds of $2,850,000 to P476 (Justice Center Security Improvements).

Background

For sufficient tracking of the project, the transfer is being requested to combine the two projects and to rename P476 from Jail Security to Justice Center Security Improvements.

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	03/16/2022 09:34 AM
Form Started By: Tomika Lynce		Started On: 03/15/2022 08:46 AM
Final Approval Date: 03/16/2022		

Commissioners Court - Regular Session **56.**

Meeting Date: 03/22/2022

Travel Per Diem Rates for Fiscal Year 2023

Submitted For: Jerri Jones **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to increase the Meal per diem rates related to travel for Fiscal Year 2023.

Background

The County Auditors Office, Budget Office and Human Resource would like to recommend an increase for Meal Per Diem rates beginning October 1, 2023. Currently the rates are $20.00 for day travel and $50 for overnight travel. The recommendation would be $25.00 for day travel and $59.00 for overnight travel. These rates have not been increased since Fiscal Year 2016. There is an IRS regulation that limits the overnight travel to $59.00. We are seeking the Commissioners Court approval for this increase now so that departments may be notified and can budget accordingly.

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	03/17/2022 08:16 AM
Form Started By: Julie Kiley		Started On: 03/16/2022 04:14 PM
Final Approval Date: 03/17/2022		

Commissioners Court - Regular Session **57.**

Meeting Date: 03/22/2022

Resolution Approving Note HFDC of Central Texas, Inc. For S.P.J.S.T. Rest Home

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding Resolution Approving the issuance of a Note by HFDC of Central Texas, Inc. to finance and refinance the costs of health facilities for S.P.J.S.T. Rest Home in compliance with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).

Background

A tax-exempt note (the “Note”) was issued in 2015 by the HFDC of Central Texas, Inc. (the “Issuer”). The proceeds of the Note were loaned to S.P.J.S.T. Rest Home, a non-profit senior living provider, for skilled nursing and assisted living facilities in Taylor, Texas (the “Project”). When the Note was originally issued in 2015, Williamson County’s approved the Note and the Project for purposes of Section 147(f) of the Internal Revenue Code, which allowed the Note to be issued as a tax-exempt obligation. The Issuer, S.P.J.S.T. and the holder of the Note are now proposing to modify the Note in order to extend a mandatory redemption date and make changes to the interest rate. These modifications require the County’s approval in order to preserve the tax-exempt status of the Note. As was the case with the County’s initial approval of the Note, the County’s approval will in no way impose any payment or other obligations on the County with respect to the Note or the Project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Memo Explanation and Proof of Public Hearing

Resolution HFDC of Central Texas, Inc.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/17/2022 10:27 AM
Form Started By: Julie Kiley		Started On: 03/17/2022 08:17 AM
Final Approval Date: 03/17/2022		

McCALL PARKHURST & HORTON

Focused on Public Finance since 1919.

March 14, 2022

Commissioners Court of Williamson County
Williamson County Courthouse
710 S. Main Street
Georgetown, Texas 78626

Re: Consent approving a Note issued by HFDC of Central Texas, Inc. for S.P.J.S.T. Rest Home

Ladies and Gentlemen:

HFDC of Central Texas, Inc. (the "Issuer"), on behalf of the City of Hubbard, Texas, previously issued its note (the "Note") in the aggregate amount not exceeding $20,000,000, pursuant to the Health Facilities Development Act, Chapter 221, Texas Health and Safety Code (the "Act"). The proceeds of the Note were used to provide funds to refinance certain health care facilities for S.P.J.S.T. Rest Home (the "Borrower"), a Texas nonprofit corporation exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The Borrower owns and operates a facility with skilled nursing beds and assisted living units located at 501 East Lake Drive and 505 East Lake Drive in Taylor, Texas (the "Taylor Campus"). The proceeds of the Note were loaned to the Borrower and used for (a) refinancing certain tax-exempt bonds, that were issued to pay a portion of the cost of adding 36 assisted living units to the Taylor Campus, (b) financing a portion of the cost of a replacement nursing facility with approximately 72 units and 96 beds on an approximately 15.729 acre site located on Old Granger Road in Taylor, Texas adjacent to the Taylor Campus (together with the Taylor Campus, the "Project"), (c) financing certain capital expenditures at the Project, (d) establishing a debt service reserve fund and (e) paying costs of issuance of the Note.

The Borrower, the Issuer and the holder of the Note have proposed certain modifications to the terms of the Note, to extend the mandatory redemption date and make other updates relating to the interest rate. Our firm acted bond counsel to the Issuer in connection with the initial issuance of the Note and is acting as bond counsel in connection with the proposed Note modification.

The Project is located within Williamson County, Texas (the "County"), and the County previously approved the Note and the Project on December 9, 2014, for purposes of Section 147(f) of the Internal Revenue Code (the "Code"). In order to preserve the tax-exempt status of the Note for federal income tax purposes, we now seek the County's approval of the modified Note and the Project. A public hearing regarding the Note and the Project was held on February 21, 2022 and a copy of the minutes of the public hearing is enclosed as **Exhibit A**.

For your convenience, I have enclosed as **Exhibit B** a proposed form of a consent resolution. This approval is required solely for the purposes of satisfying the Code and to enable the Issuer to proceed with the modification of the Note. **This approval in no way imposes any payment or other obligations on the County in connection with the Note or the Project. The County will have no liability with respect to the proposed Note.**

Therefore, on behalf of the Issuer and Borrower we respectfully request that consideration of adoption of the enclosed consent resolution be placed on the agenda for the next available meeting of Williamson County, Texas, and that the Commissioners Court approve and adopt such resolution. Upon such approval, I would also very much appreciate it if you would email a scan or return an original version of the executed resolution to me at the contact information below. Please retain one copy for your file.

Please do not hesitate to contact me at (214) 754-9266 should you have any questions or comments.

Thank you very much for your cooperation and assistance.

Sincerely yours,

McCall, Parkhurst & Horton L.L.P.

Abraham "Abe" Benavides

AAB:bc
Enclosures

Contact:
Abe Benavides
(214) 754-9266
abenavides@mphlegal.com
McCall, Parkhurst & Horton L.L.P.
717 North Harwood, Suite 900
Dallas, Texas 75201

cc: Ms. Carol Polumbo (via email)

EXHIBIT A

MINUTES OF PUBLIC HEARING

MINUTES OF PUBLIC HEARING
HFDC of Central Texas, Inc.

Re: HFDC of Central Texas, Inc. Promissory Note (S.P.J.S.T. Rest Home Project)

The undersigned, Abraham Benavides, designated Hearing Officer of HFDC of Central Texas, Inc. (the "Issuer"), the issuer of the above referenced Note (the "Note"), called the Public Hearing of the Issuer on Monday, February 21, 2022 to order at 10:00 a.m. CT via teleconference.

I declared that a Public Hearing, required under Section 147(f) of the Internal Revenue Code of 1986 was open for purposes of discussing the Note and the project to be financed, refinanced or constructed with the proceeds of the Note (the "Project") by S.P.J.S.T. Rest Home.

I declared that the required notice of the Public Hearing for the Project was published in the TAYLOR PRESS, being a newspaper of general circulation in the City of Taylor, Texas, as evidenced by an Affidavit of Publication attached hereto as Exhibit A.

I proceeded to hold the Public Hearing. Comments and discussions with respect to the Note and the Project are summarized in Exhibit B, attached hereto.

After sufficient time was given for all present to make their comments with respect to the Note and the Project, I declared the Public Hearing closed.

Dated: February 21, 2022

Abraham Benavides, Hearing Officer
HFDC of Central Texas, Inc.

EXHIBIT A

AFFIDAVIT OF PUBLICATION

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §
CITY OF TAYLOR §

BEFORE ME, a notary public in and for the above named County, on this day personally appeared the person whose name is subscribed below, who, having been duly sworn, says upon oath that he or she is a duly authorized officer or employee of the TAYLOR PRESS, which is a newspaper of general circulation in the City of Taylor, Texas, devoting not less than 25% of its total column lineage to the carrying of items of general interest, published not less frequently than once each week, entered as second-class postal matter in the county where published, and having been published regularly and continuously for not less than 12 months prior to the making of any publication; and that a true and correct copy of the PUBLIC HEARING NOTICE, a clipping of which is attached to this Affidavit, was published in said Newspaper on the following date:

February 13, 2022

Authorized Officer or Employee

SUBSCRIBED AND SWORN TO BEFORE ME on the 14 day of February 2022.

Carolyn Hill
Notary Public

NOTARY SEAL

CAROLYN HILL
Notary Public, State of Texas
Comm. Expires 05-02-2023
Notary ID 12310545

NOTICE OF PUBLIC HEARING

Notice is hereby given of a public hearing to be held by HFDC of Central Texas, Inc. (the "Issuer") on Monday, February 21, 2022 at 10:00 a.m. CT via teleconference. Among items to be discussed will be certain modifications to the terms of a note (the "Note") previously issued by the Issuer in an aggregate principal amount not exceeding $20,000,000, the proceeds of which were loaned to S.P.J.S.T. Rest Home, a Texas nonprofit corporation (the "Borrower").

The Borrower owns and operates a facility with skilled nursing beds and assisted living units located at 501 East Lake Drive and 505 East Lake Drive in Taylor, Texas (the "Taylor Campus").

The proceeds of the Note were loaned to the Borrower for the purposes of (a) refinancing certain tax-exempt bonds that were issued to pay a portion of the cost of adding 36 assisted living units to the Taylor Campus, (b) financing a portion of the cost of a replacement nursing facility with approximately 72 units and 96 beds on an approximately 15.729 acre site located on Old Granger Road in Taylor, Texas adjacent to the Taylor Campus (together with the Taylor Campus, the "Project"), (c) financing certain capital expenditures at the Project, (d) establishing a debt service reserve fund and (e) paying costs of issuance.

All interested parties are invited to express their views with respect to the Project and the Note by attending the public hearing to be held via teleconference, by dialing the following toll-free number 1-888-557-8511 (Passcode: 3788659#). Any interested persons unable to attend the hearing may submit their views in writing to the Issuer c/o Abraham "Abe" Benavides, McCall, Parkhurst & Horton L.L.P., 717 North Harwood, Suite 900, Dallas, Texas 75201, prior to the date scheduled for the hearing.

This notice is published and the above-described hearing is to be held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the exemption from federal income taxation of interest on the Note. The public hearing will be held via teleconference in accordance with Revenue Procedure 2021-39 issued by the Internal Revenue Service due to the COVID-19 pandemic.

EXHIBIT B

No member of the public attended the Public Hearing, and thus no comments were made or discussion had about the Project or the Note.

EXHIBIT B

FORM OF CONSENT RESOLUTION

RESOLUTION APPROVING A NOTE ISSUED BY THE
HFDC OF CENTRAL TEXAS, INC.
FOR S.P.J.S.T REST HOME AND HEALTH FACILITIES LOCATED WITHIN
WILLIAMSON COUNTY, TEXAS

WHEREAS, the Health Facilities Development Act, Chapter 221, Texas Health and Safety Code (the "Act"), authorizes and empowers HFDC of Central Texas, Inc. (the "Issuer") to issue revenue bonds or notes on behalf of the City of Hubbard, Texas (the "Issuing Unit") to finance and refinance the costs of health facilities found by the Board of Directors of the Issuer to be required, necessary or convenient for health care, research and education, any one or more, within the State of Texas and in furtherance of the public purposes of the Act; and

WHEREAS, S.P.J.S.T. Rest Home (the "Borrower"), a Texas nonprofit corporation, owns and operates a facility with skilled nursing beds and assisted living units located at 501 East Lake Drive and 505 East Lake Drive in Taylor, Texas (the "Taylor Campus"); and

WHEREAS, pursuant to the Act, the Issuer previously issued its note (the "Note") in the aggregate principal amount not exceeding $20,000,000, the proceeds of which were loaned to the Borrower and used to (a) refinance certain tax-exempt bonds, that were issued to pay a portion of the cost of adding 36 assisted living units to the Taylor Campus, (b) finance a portion of the cost of a replacement nursing facility with approximately 72 units and 96 beds on an approximately 15.729 acre site located on Old Granger Road in Taylor, Texas adjacent to the Taylor Campus (together with the Taylor Campus, the "Project"), (c) finance certain capital expenditures at the Project, (d) establish a debt service reserve fund and (e) pay costs of issuance; and

WHEREAS, the Project is located within Williamson County, Texas (the "County") and the County previously approved the Note and the Project on December 9, 2014; and

WHEREAS, the Borrower, the Issuer and the holder of the Note have proposed certain modifications to the terms of the Note;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS THAT:

Section 1. The County hereby approves the Note, as modified, and the Project for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended; provided that the County shall have no liability in connection with the Note or the financing of the Project and shall not be required to take any further action with respect thereto.

Section 2. This Resolution shall take effect immediately from and after its adoption and it is accordingly so ordered.

PASSED AND APPROVED, this the _____ day of _____.

_____
County Judge

RESOLUTION APPROVING A NOTE ISSUED BY THE
HFDC OF CENTRAL TEXAS, INC.
FOR S.P.J.S.T REST HOME AND HEALTH FACILITIES LOCATED WITHIN
WILLIAMSON COUNTY, TEXAS

WHEREAS, the Health Facilities Development Act, Chapter 221, Texas Health and Safety Code (the "Act"), authorizes and empowers HFDC of Central Texas, Inc. (the "Issuer") to issue revenue bonds or notes on behalf of the City of Hubbard, Texas (the "Issuing Unit") to finance and refinance the costs of health facilities found by the Board of Directors of the Issuer to be required, necessary or convenient for health care, research and education, any one or more, within the State of Texas and in furtherance of the public purposes of the Act; and

WHEREAS, S.P.J.S.T. Rest Home (the "Borrower"), a Texas nonprofit corporation, owns and operates a facility with skilled nursing beds and assisted living units located at 501 East Lake Drive and 505 East Lake Drive in Taylor, Texas (the "Taylor Campus"); and

WHEREAS, pursuant to the Act, the Issuer previously issued its note (the "Note") in the aggregate principal amount not exceeding $20,000,000, the proceeds of which were loaned to the Borrower and used to (a) refinance certain tax-exempt bonds, that were issued to pay a portion of the cost of adding 36 assisted living units to the Taylor Campus, (b) finance a portion of the cost of a replacement nursing facility with approximately 72 units and 96 beds on an approximately 15.729 acre site located on Old Granger Road in Taylor, Texas adjacent to the Taylor Campus (together with the Taylor Campus, the "Project"), (c) finance certain capital expenditures at the Project, (d) establish a debt service reserve fund and (e) pay costs of issuance; and

WHEREAS, the Project is located within Williamson County, Texas (the "County") and the County previously approved the Note and the Project on December 9, 2014; and

WHEREAS, the Borrower, the Issuer and the holder of the Note have proposed certain modifications to the terms of the Note;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS THAT:

Section 1. The County hereby approves the Note, as modified, and the Project for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended; provided that the County shall have no liability in connection with the Note or the financing of the Project and shall not be required to take any further action with respect thereto.

Section 2. This Resolution shall take effect immediately from and after its adoption and it is accordingly so ordered.

PASSED AND APPROVED, this the _____ day of _____.

_____
County Judge

Commissioners Court - Regular Session **58.**

Meeting Date: 03/22/2022

ARPA Funding for 445P Wilco

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to increase the funding for American Rescue Plan Act (ARPA) in Project 445P Wilco by $14,847 for Audio Visual changes in Justice of the Peace Precinct 2 Courtroom.

Background

The current Audio-Visual system in the Justice of the Peace #2 courtroom does not allow for media to be displayed without approaching the bench. In order to allow for social distancing amongst people in the courtroom, functionality must be added to the system to allow for presentation from the Defense and Prosecution tables. The changes involve moving some existing hardware, changing some components and system programming, and adding hardware. There will also need to be a short partition built to enclose the A/V rack and separate it from the witness area.

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	03/17/2022 09:24 AM
Form Started By: Julie Kiley		Started On: 03/17/2022 09:01 AM
Final Approval Date: 03/17/2022		

Commissioners Court - Regular Session **59.**

Meeting Date: 03/22/2022

Randle Engagement

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the engagement of the law firm of Randle Law Office Ltd., L.L.P. to represent Williamson County in relation to Williamson County land development matters and related litigation; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Randle Law Engagement Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/17/2022 11:21 AM
Form Started By: Hal Hawes		Started On: 03/17/2022 10:48 AM
Final Approval Date: 03/17/2022		

RANDLE
LAW OFFICE LTD., L.L.P.

Memorial City Plaza II
820 Gessner, Suite 1570
Houston, TX 77024-4494

HOURLY FEE AGREEMENT
(with Mediation provision)

LAW FIRM RETAINED: The Client, WILLIAMSON COUNTY, TEXAS, (hereinafter referred to as "Client"), hereby agrees to retain and does retain the RANDLE LAW OFFICE LTD., L.L.P. (hereinafter referred to as the "Firm.") In consideration of the compensation agreement set forth herein, the Firm agrees to provide legal services to only the Client, in connection with the following legal matters: Williamson County land development matters and litigation.

CONDUCT OF CASE: The Firm agrees to perform consulting legal services which, in the exercise of its professional judgment, it deems necessary and appropriate to represent the Client's interest in such legal matters. The Firm will consult with Client regarding the case and keep Client informed as to developments which it considers significant. The Firm reserves the right to assign lawyers and other personnel of its choice to perform consulting services, to hire experts it deems necessary, to engage in discovery it thinks desirable, and in all ways determine the conduct of the case. The Client will promptly respond to requests for assistance and information.

NO GUARANTEED OUTCOME: The Client understands that the Firm has made no representations concerning the successful outcome of any contested claim or negotiation or the favorable outcome of any legal action that may be filed or be required to be filed on behalf of the Client by the Firm. The Firm has not guaranteed that it will obtain reimbursement to the Client of any of its costs or expenses resulting from the incident out of which the claim may arise.

HOURLY FEE ARRANGEMENT: This case is handled on a regular hourly basis for any attorney working on the file (see rate chart below). The Firm will bill the Client directly on a monthly basis. The invoices are to be paid upon receipt. The Client is to pay and be responsible for paying all costs (with no markup), taxes and expenses related to the Firm's efforts on the Client's behalf. The Firm does accept credit cards. All amounts not paid within thirty (30) days may be charged interest on the unpaid amount. The firm does not charge for travel time, unless it occurs between the hours of 8:00 a.m. and 5:00 p.m. Litigation would be at the same rate.

Hourly Rates

J. Grady Randle $400/hr.

All Paralegals $175/hr.

Additional Randle Law Office Attorneys will bill at an hourly rate between the two rates above $400/hr. and $175/hr. based on experience and expertise.

T 281-657-2000
F 832-476-9554
www.jgradyrandlepc.com

IOLTA DISCLOSURE: You are hereby notified that all funds deposited in the Firm trust account, including your funds, draw interest. That interest is paid by the depository to the Texas Equal Access to Justice Foundation under orders of the Texas Supreme Court. This Firm receives none of the interest so earned and receives no benefit from the Foundation except those benefits that all Texas citizens receive as a result of the services rendered by the Foundation.

THIS IS AN ENFORCEABLE CONTRACT: The RANDLE LAW OFFICE LTD., L.L.P. does hereby specifically represent to the Client that this is a valid and enforceable express contract. This agreement 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.

ATTORNEY'S OBLIGATION TO THE COURT SYSTEM: Pursuant to Section 9.001 et seq. of the Texas Civil Practice & Remedies Code and Rule 13 of the Texas Rules of Civil Procedure, the signature of an attorney on any pleading or pleadings, motion or other paper means that to the best of the attorney's knowledge, information and belief, formed after reasonable inquiry, that such instrument is not groundless nor brought in bad faith, nor brought for the purpose of harassment. The rule further provides that an attorney or a party who brings a fictitious suit as an experiment to get an opinion of the court or files any fictitious pleading in a cause for such a purpose or makes statements in pleadings which they know to be groundless and false for the purpose of securing a delay of the trial of the cause shall be guilty of a contempt of the court. "Groundless" for the purpose of Rule 13 means that there is no basis in law or fact and not warranted by good faith argument for the extension, modification or reversal of existing law. Rule 11 of the Federal Rules of Civil Procedure is a similar rule.

In light of Section 9.001 et seq. of the Texas Civil Practice & Remedies Code, Rule 13 of the Texas Rules of Civil Procedure and Rule 11 of the Federal Rules of Civil Procedure, the Client agrees that the Firm will not advance any spurious claims of fact or law in the advancement of the claim covered by this employment agreement. In the event of a conflict between the Firm and Client as to whether a proposed course of action violates or purports to violate these three rules, or any of them, resolution of that conflict shall be solely vested in the Firm. If the Client persists, at any time, in advancing a spurious claim of fact, the Firm may treat this contract as breached, may withdraw from the employment, may withdraw from the litigation and shall be entitled to whatever rights that the Firm would otherwise have for breach of contract.

The State Bar Act, effective September 1, 1991, requires all attorneys practicing law in Texas to notify their clients of the existence of the grievance process. The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900. This is a toll-free telephone call.

CLIENT'S AUTHORITY TO CONTRACT: The Client represents that it is the full owner of the claims and matters for which it has engaged the Firm; that the Client has full authority without encumbrance to prosecute same and to enter into this contract of employment. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

TERMINATION: Either the Client or the Firm may terminate the Firm's representation of the Client in this matter at any time, with or without cause, by written notice. The Firm has the right for immediate reimbursement

for any costs outstanding. Any monies on deposit or in trust held on behalf of the Clients will be refunded to the Client upon the termination less any costs, invoices or unbilled time. If the Firm terminates the Firm's representation of the Client, the Client is entitled to any monies held on behalf of the Client to be refunded immediately less any outstanding costs, invoices, or unbilled time.

BINDING CONTRACT: This contract is binding on the parties hereto, their successors, executors, administrators and heirs and may not be altered or amended except in writing signed by all of the parties hereto.

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

MEDIATION: All claims and disputes of any nature relating to or arising under this agreement, any performance of duties relating to or arising under this agreement, any negotiations prior to the agreement, and any representations prior to or after the execution of this agreement shall be subject to mediation in accordance with the laws of the State of Texas with a mutually agreeable mediator. This mediation agreement shall survive any execution of this agreement, any merger or integration clause, and shall continue to inure to the benefit of both parties hereto for all purposes.

SIGNED the 17th day of March, 2022.

RANDLE LAW OFFICE LTD., L.L.P.

By: _____
For the Firm

ACCEPTED AND AGREED this _____ day of _____, 2022.

CLIENT: WILLIAMSON COUNTY, TEXAS

By: _____
For Williamson County, Texas

Commissioners Court - Regular Session **60.**

Meeting Date: 03/22/2022

order of election for election to be conducted May 7, 2022

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on ordering the Special Election (Constitutional Amendment) to be held on Saturday, May 7, 2022.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

order of election

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/16/2022 04:20 PM
Form Started By: Jenifer Favreau		Started On: 03/16/2022 03:39 PM
Final Approval Date: 03/16/2022		

ORDER OF SPECIAL ELECTION
*(*ORDEN DE ELECCION ESPECIAL*)*

An election is hereby ordered to be held on <u>May 7, 2022</u>, in Williamson County, Texas for voting in a special election to adopt or reject the proposed Constitutional Amendments.

(Se ordena una elección el 7 de mayo de 2022 en el condado de Williamson, Texas, para votar en la Elección Especial para adoptar o rechazar las enmiendas a la constitución propuestas.)

On Election Day, Williamson County registered voters may vote at any one of the following Williamson County Vote Center locations:
(*El Día de la Elección, los votantes registrados en el Condado de Williamson deberán votar en cualquiera de los siguientes Centros de Votación en el Condado de Williamson.*)

<u>ELECTION DAY VOTE CENTERS (subject to change):</u>
<u>UBICACIÓN DE LOS CENTROS DE VOTACIÓN EN EL DIA DE LA ELECCIÓN (sujetos a cambios)</u>:

Austin
Anderson Mill Limited District, 11500 El Salido Pkwy
Kelly Reeves Athletic Complex, 10211 W Parmer Ln
Rattan Creek Community Center, 7617 Elkhorn Mountain Trl

Bartlett
Bartlett City Hall, 140 W Clark St

Cedar Park
Cedar Park Public Library, 550 Discovery Blvd
Cedar Park Randalls, 1400 Cypress Creek Rd
Vista Ridge High School, 200 S Vista Ridge Blvd

Florence
Florence City Hall, 851 FM 970

Georgetown
Cowan Creek Amenity Center, 1433 Cool Spring Way
Wilco Georgetown Annex, 100 Wilco Way, HR108
Georgetown ISD Technology Building, 603 Lakeway Dr
Georgetown Randalls, 5721 Williams Dr

Granger
SPJST Lodge, 114 Davilla St

Hutto
Wilco Hutto Annex, 321 Ed Schmidt Blvd, Suite 100

Leander
Leander High School, 3301 S Bagdad Rd
Leander Public Library Annex, 1011 S. Bagdad Rd
Rouse High School, 1222 Raider Way
The Crossover, 1717 Scottsdale Dr

Liberty Hill
County Annex Building (Over the Hill Gang), 3407 RR 1869
Liberty Hill High School, 16500 W SH 29
Santa Rita Ranch House, 175 Elizabeth Park Blvd

Round Rock
Allen R Baca Center, 301 W Bagdad Ave, Building 2
Round Rock Randalls, 2051 Gattis School Rd
Williamson County Jester Annex, 1801 E Old Settlers Blvd
Fern Bluff MUD Community Center, 7320 Wyoming Springs Dr

Taylor
Taylor City Hall, 400 Porter St

Thrall
Thrall ISD Admin Building, 201 S Bounds

Early Voting by personal appearance will be conducted beginning on Monday, April 25, 2022, and ending on Tuesday, May 3, 2022 at:

(La votación anticipada por presentación personal se llevará a cabo a partir del lunes 25 de abril de 2022 y finalizará el martes 3 de mayo de 2022 en:)

Main Location *(Localidad Central):*

Georgetown
Williamson County Georgetown Annex *(Anexo del Condado de Williamson en Georgetown),*
100 Wilco Way, Room HR 108

Branch Locations *(Ubicaciones de las sucursales):*
***subject to change** *(sujetos a cambios*)

Austin
Anderson Mill Limited District, 11500 El Salido Pkwy

Bartlett
Bartlett City Hall, 140 W Clark St (EV dates: Apr 29-30 & May 2-3)

Cedar Park
Cedar Park Public Library, 550 Discovery Blvd
Cedar Park Randalls, 1400 Cypress Creek Rd

Georgetown
Cowan Creek Amenity Center, 1433 Cool Spring Way
Georgetown ISD Technology Building, 603 Lakeway Dr
Georgetown Randalls, 5721 Williams Dr

Granger
SPJST Lodge, 114 Davilla St (EV dates: Apr 29-30 & May 2-3)

Hutto
Wilco Hutto Annex, 321 Ed Schmidt Blvd, Suite 100

Leander
Leander Public Library Annex, 1011 S Bagdad Rd
The Crossover, 1717 Scottsdale Dr

Liberty Hill
County Annex Building (Over the Hill Gang), 3407 RR 1869

Round Rock
Allen R Baca Center, 301 W Bagdad Ave, Building 2
Round Rock Randalls, 2051 Gattis School Rd
Williamson County Jester Annex, 1801 E Old Settlers Blvd

Thrall
Thrall ISD Admin Building, 201 S Bounds (EV dates: Apr 29-30 & May 2-3)

Limited Ballot location (Early voting only)
100 Wilco way, Georgetown (conference room 105)

Dates and Times for Full-Time Locations:
(Fechas y horarios para las localidades de tiempo completo)

Monday, April 25 through Saturday, April 30 *lunes 25 de abril al sabado 30 de abril*	8:00 am – 6:00 pm
No Sunday Voting *(domingo no habrá votación)*	
Monday, May 2 and Tuesday, May 3 *lunes 2 de mayo y martes 3 de mayo*	7:00 am – 7:00 pm

Last day to register to vote is April 7, 2022.

(El último día para registrarse para votar es el 7 de abril de 2022.)

Applications for ballot by mail shall be mailed to:
Las solicitudes para las boletas de votación adelantada por correo deberán enviarse a:

EARLY VOTING CLERK
P. O. Box 209
Georgetown, TX 78627

Secretario de la Votación Adelantada
P. O. Box 209
Georgetown, TX 78627

Or

Email: bbm@wilco.org
Fax: 512-943-1634

Applications for Ballot by Mail (ABBM) and Federal Postcard Applications (FPCA), must be received no later than the close of business on April 26, 2022.

(Las solicitudes de boleta por correo (ABBM) y las solicitudes federales de tarjetas postales (FPCA) deben recibirse a más tardar el cierre de actividades del 26 de abril del 2022.)

Note: If ABBM is faxed or emailed or if an FPCA is faxed; the original application must be received within 4 business days.

(Si ABBM se envía por fax o correo electrónico o si se envía por fax una FPCA; La solicitud original debe ser recibida dentro de los 4 días hábiles.)

Election information is posted on our website: https://www.wilco.org/Departments/Elections
La información electoral se publica en nuestro sitio web: https://www.wilco.org/Departments/Elecciones

Issued this the 22nd day of March, 2022.

(Emitido el 22 de marzo, de 2022.)

_____

Bill Gravell, Jr., County Judge *(Juez del Condado)*

Commissioners Court - Regular Session **61.**

Meeting Date: 03/22/2022

poll worker pay increase

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 election poll workers to go into effect for the Joint General and Special Elections being conducted in May 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 recently approved an hourly pay increase for Primary Election Early Voting workers on February 1, 2022. But for non-primary elections, the Court last approved an hourly pay increase for election judges and clerks in 2013. Non-Primary Election Day Presiding Judges and Early Voting Supervisors are currently compensated at a rate of $12 per hour. Non-Primary Election Day Clerk and Early Voting Clerks are currently compensated at a rate of $10 per hour.

While there is an ever-present need to recruit competent, willing & reliable poll workers, many factors have made this process even more challenging. Poll workers are being increasingly asked to learn more intensive election security procedures. They have also been required to subject themselves to increased exposure during the COVID-19 pandemic and due to recently-passed legislation face the threat of increased criminal penalties for certain activities in the polling place. While these penalties apply to willful violations, poll workers have been vocal about their hesitancy to work, as honest mistakes may be construed otherwise. New laws pertaining to access by poll watchers also place an additional burden on poll workers to maintain order in the polling place.

In addition to the above stated factors, 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.

We have conducted a poll worker pay survey of similarly sized counties, and are proposing to raise pay rates to the following:

$17/hr – Election Day Presiding Judges and Early Voting Supervisors
$15/hr – Election Day and Early Voting Clerks

These rates also affect the wages paid at the Central Accumulation Station on election night, according to Sections 127.0005(d) and 127.006(d). As set forth in the Texas Election Code, the Central Accumulation Station presiding judge is entitled to a minimum of five hours' pay regardless of the amount of time worked. And further, a clerk who serves for the entire time the Central Accumulation Station is in operation, is entitled to a minimum compensation of three hours' pay regardless of the amount of time worked.

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	03/14/2022 01:44 PM
Form Started By: Jenifer Favreau		Started On: 03/14/2022 11:03 AM
Final Approval Date: 03/14/2022		

Commissioners Court - Regular Session **62.**

Meeting Date: 03/22/2022

Authorization and approval of Williamson County Sheriff's K9 Unit

Submitted For: Mike Gleason **Submitted By:** Peggy Braun, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Williamson County Sheriff requesting the authorization and approval of the Williamson County Sheriff's K9 Unit.

Background

BUDGET POLICY

VI. Personnel Policies

10. *Equipment/Supplies requested in the budget in conjunction with special teams/operations will not be funded from the general fund budget unless expressly authorized/approved by the Commissioners Court. Likewise, line-item transfer requests for a similar purpose may be denied.*

IX. Equipment/Asset Policies

2. Any on-going maintenance and operations funding required for assets acquired through forfeiture or purchased with asset forfeiture funds shall be paid for from asset forfeiture funds unless otherwise approved by Commissioners Court. This includes, but is not limited to, insurance, service agreements, routine maintenance, repairs, training, etc.

The Williamson County Sheriff's Office K9 Unit is comprised of six (6) dual-purpose dog teams. The dual-purpose dog teams are certified in narcotics detection and patrol work. The Sheriff's Office is proud to improve upon the service brought to the citizens of Williamson County through the use of police service dogs.

The attachments provide a more detailed description of this valued unit, together with the costs associated with this program.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Supporting doc for K9

Estimated Cost - K9

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/15/2022 11:51 AM
Form Started By: Peggy Braun		Started On: 03/15/2022 10:44 AM
Final Approval Date: 03/15/2022		



WILLIAMSON COUNTY SHERIFF'S OFFICE

K-9 UNIT

Narcotics Detection

Discipline 1:

A canine's sense of smell is anywhere from 10,000 to 100,000 times more acute than the average human. For example, when humans smell a cheeseburger, it smells like a cheeseburger. When a canine smells a cheeseburger, they can break down the odor to the ingredients used to make the ketchup. A canine's sense of smell is so sophisticated; they can detect narcotics in sealed plastic bags.

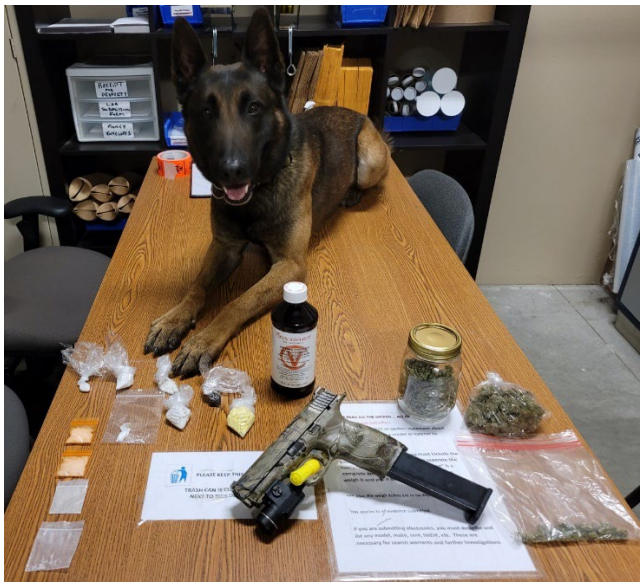
Canines are trained on a regular basis to alert to 4 narcotic odors to include:

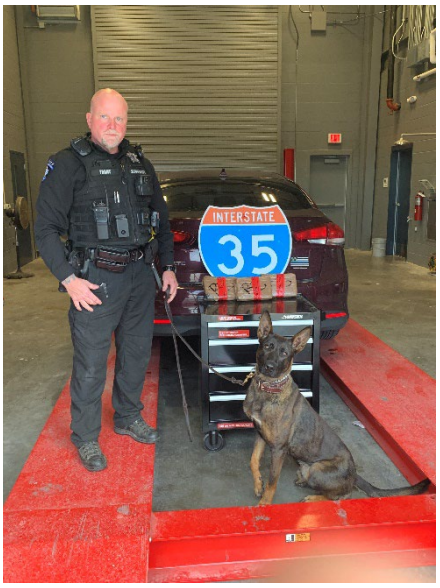
Methamphetamine, Cocaine, MDMA, and Heroin

Due to safety concerns for our canine's, Williamson County Sheriff's Office (WCSO) K-9 Unit does not train on LSD or Fentanyl; however, these narcotic odors are recognized as a novelty odor to a canine, which is primarily associated with the odors of other narcotics. A canine will alert to these two narcotics as well.

On average, WCSO K-9 Unit accounts for $5,000,000.00 to $10,000,000.00 in seized narcotics every year.

Below are examples of street level seizures from gram levels of narcotics to kilogram levels seized by the WCSO K-9 Unit.



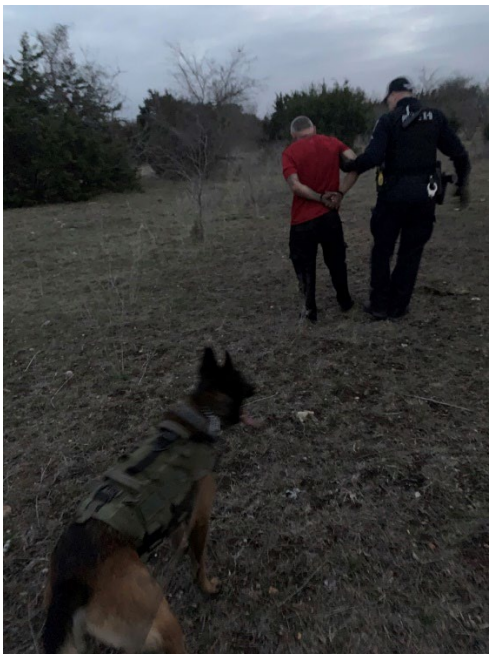


Tracking

Discipline #2:

Canines are frequently used to track missing and endangered people in search and rescue missions. Canines can track a person's scent from a last known location. Canines are also frequently used in the tracking of suspects or escaped criminals in the same manner. Canines can quickly lead teams and resources down the right path, preventing loss of valuable time and liability concerns. During a track of a suspect or a search and rescue mission every minute counts, so having this resource is invaluable to the citizens this organization serves.

Below is an example of a search/track conducted on a suspect who victimized citizens and businesses within the community and evaded law enforcement. Canines were utilized to locate the individual, reducing any further crime.



Community Relations

It's quite common for the WCSO K-9 Unit to attend local community events. These highly trained and well-mannered dogs help bond community members with their local law enforcement agency.

Kids and families are more likely to approach and engage with a K9 handler and their partner than a patrol officer.

The WCSO K-9 Unit averages over 20 demonstrations and community engagement events in a calendar year.





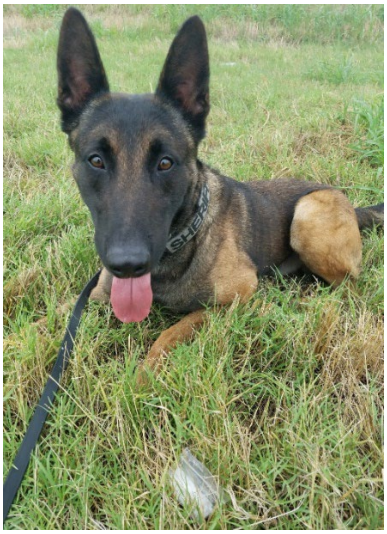
Evidence recovery

Discipline #3:

Canines are highly valuable in evidence recovery. They are trained to alert to articles containing fresh human odor. Canines can locate articles discarded by suspects fleeing law enforcement, evidence left by a suspect of a crime, and even evidence thrown from a moving vehicle while travelling down a major roadway.

By a canine locating evidence, we can aid an investigation by ensuring accurate and concrete evidence can be presented against the accused. WCSO canines have located articles as large as firearms to an article as small as a wedding ring.

This is just another example of the many disciplines which each WCSO K-9 Unit receives extensive training. All six (6) WCSO canine teams are proficient in each discipline described in this overview.



Officer Safety and Suspect Apprehension

Discipline #4:

When it's needed, a canine can and will apprehend a suspect when warranted and is lawful. This can be incredibly beneficial when detaining a fleeing or non-compliant, **violent** offender or protecting an officer. However, this is a very small portion of a canine's overall role and apprehensions are a **last resort** when it comes to an arrest or confrontation.

All canine vehicles are equipped with a door release system and every handler carries a controller/remote to release the door if he is in danger.

This discipline requires special focus and training. Each canine team must develop a sense of trust for one another as well as respect. This discipline requires a handler to have an obedient canine.

Below is example of some training that goes into apprehension and handler protection.



Overall View

This organization understands that a K-9 Unit isn't cheap. The cost for the canine, with initial training, can be as much as $15,000. Additionally, there are more expenses after the canine is purchased. For example, specialized vehicles to properly transport the canine and maintain the canine in a safe environment, training, continuing education for the handler, certification(s) for handler and canine, training and deployment software, dog food, equipment for daily operations, home/shelter for canine, veterinary services, boarding, insurance, and much more.

The K-9/Handler Team requires a budget to operate and manage. Once a canine unit is established, law enforcement departments typically would not consider operating without this specialized unit. If managed and utilized properly a canine unit is one of the most valuable specialized units within its organization.

The WCSO K-9 Unit currently has six (6) dual purpose, nationally certified teams. The WCSO K-9 Unit has maintained the national certifying standards established by National Narcotic Detector Dog Association (NNDDA) for all disciplines.

The WCSO K-9 Unit has become a sought-out unit in the immediate region for training purposes. Numerous agencies within Williamson County, to include the United States Marshall's Task Force, Drug Enforcement Administration (DEA), Federal Bureau Investigation (FBI) have grown to rely on the skills of the WCSO canines.

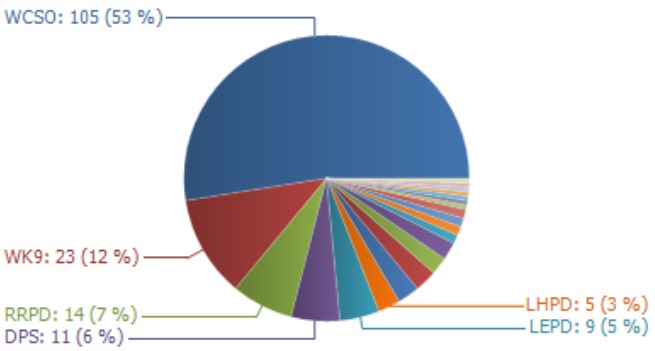
Tracking/Deployment Software:

Below is data obtained from software currently utilized by the WCSO K-9 Unit. This indicates the training and deployment for the five (5) certified canine teams the WCSO had active for 2021.

Deployment Summary

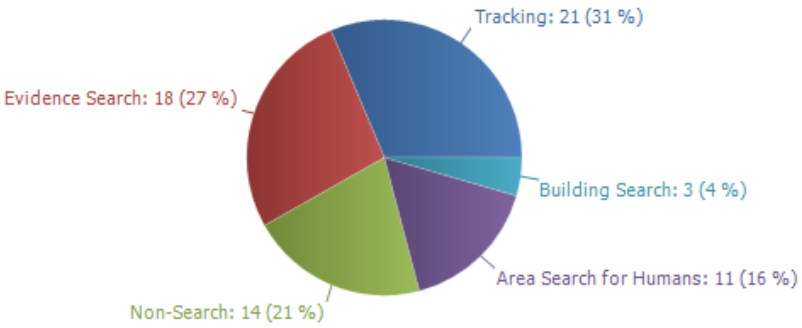
Group Report for 5 Handlers
January 1, 2021 to December 31, 2021

Top 25 Requesting Agencies



WCSO: 105 (53 %)	TPWD: 1 (1 %)
WK9: 23 (12 %)	APD: 1 (1 %)
RRPD: 14 (7 %)	JAPD: 1 (1 %)
DPS: 11 (6 %)	TAPD: 1 (1 %)
LEPD: 9 (5 %)	TPD: 1 (1 %)
LHPD: 5 (3 %)	
CPPD: 5 (3 %)	
GRPD: 5 (3 %)	
GTPD: 4 (2 %)	
HUPD: 4 (2 %)	
WCSO Jail: 2 (1 %)	
PFPD: 2 (1 %)	
USMS: 2 (1 %)	
HPD: 2 (1 %)	
HISD: 1 (1 %)	
HOPD: 1 (1 %)	

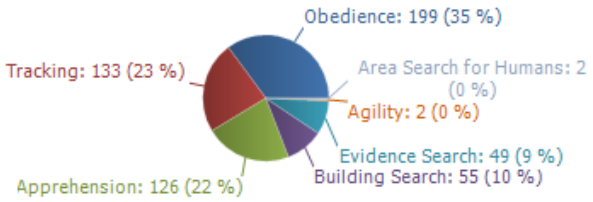
Patrol Types



Training Summary

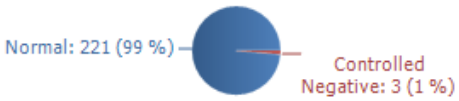
Group Report for 5 Handlers
January 1, 2021 to December 31, 2021

Patrol Exercise Types

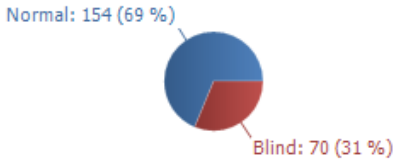


Obedience: 199 (35 %)
Tracking: 133 (23 %)
Apprehension: 126 (22 %)
Building Search: 55 (10 %)
Evidence Search: 49 (9 %)
Agility: 2 (0 %)
Area Search for Humans: 2 (0 %)
Other: 0 (0 %)

Controlled Negative Detection Exercises



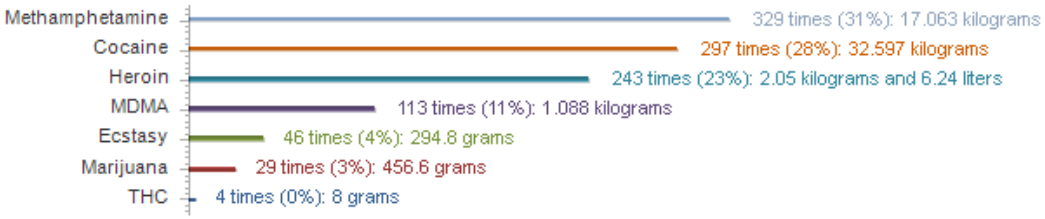
Blind Detection Exercises



Training Summary

Group Report for 5 Handlers
January 1, 2021 to December 31, 2021

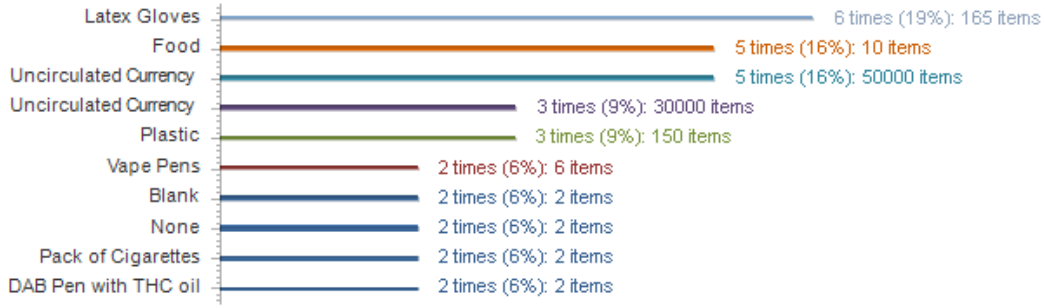
Drug Odors



Packaging Around Drugs

Plastic: 904 (85%)	Canvas: 126 (11%)	Plastic Bag In Me..: 18 (1%)
Rubber: 4 (0%)	Glass Jar: 2 (0%)	Metal Scent Conta..: 2 (0%)
Canvas Bag: 2 (0%)	Metal Scent Box: 2 (0%)	N/A: 1 (0%)

Proofing Odors





Estimated Cost(s) for K9/Handlers	
Description/Item	***Cost***
Cost of Police Service Dog (Paid from Discretionary Funds)	$ 14,600
*Average Annual Cost of Dog/Handler Training	$ 800
*Average Annual Cost per handler for schools	$ 1,700
Cost for Dog Kennel	$ 943
Cost for Doghouse	$ 160
* Cost of Dog Food (per dog/per year)	$ 3,600
* Estimated Cost of Vet Bills (per dog/per year)	$ 530
* Cost of K9/Handler Equipment (Sleeves/Leads/Harness)	$ 400
Cost for Vehicle K-9 Insert	$ 7,361
Total	$ 30,094
*Recurring Annual cost per year/dog	$ 7,030

Commissioners Court - Regular Session **63.**

Meeting Date: 03/22/2022

Approval of Williamson County Juvenile Justice Center Records Room Remodel with Falkenberg Construction Co., Inc. for Facilities Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the remodel to the existing records room at the Williamson County Juvenile Justice Center by Falkenberg Construction Co., Inc., in the not-to-exceed amount of $173,701.18, per the terms of Buy Board Contract #581-19 and authorizing the execution of this agreement. Funding Source is P543.

Background

This service agreement will furnish labor, material and equipment to the remodel the existing records room, to include but not limited to installing new flooring and wall protection, removing of ceiling grid, demo and install new doors, installation of new walls and electrical outlets at the Williamson County Juvenile Justice Center. Funding Source is P543. Department point of Contact is Angel Gomez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract & quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2022 05:18 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 07:56 AM
Form Started By: Andrew Portillo		Started On: 02/22/2022 10:06 AM
Final Approval Date: 03/17/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
JJC RECORDS ROOM REMODEL

(Falkenberg Construction Co., Inc.)

(Via BuyBoard #581-19)

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Falkenberg Construction Co., Inc.** (hereinafter "Service Provider"), with offices at 205 Cheatham St., Ste. 2, San Marcos, TX 78666 (ph. 512-392-2831). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

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 The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Proposal #[redacted], which is dated December 21, 2021 and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $ $173,701.18, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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. This Williamson County Services Contract;
B. Proposal #[redacted]
C. BuyBoard #581-19; and
D. Any required insurance certificates.

In the event a dispute arises between terms and conditions of: 1) this County Addendum; (2) Proposal [redacted]; and (3) BuyBoard #581-19, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) terms and conditions of this County Addendum; (2) Proposal #[redacted]; and (3) BuyBoard #581-19.

VII.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury	$1,000,000	$1,000,000

(including death)		
Property damage	$1,000,000	$1,000,000
Aggregate policy limits		No aggregate limit

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

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

VIII.

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR

WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

IX.

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

As described in Proposal #[redacted], dated December 21, 2021and incorporated herein as if copied in full.

X.

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

XI.

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

XII.

Termination: 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. The County will only be liable for its pro rata share of services rendered and goods actually received.

XIII.

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

XIV.

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

XV.

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

XVI.

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

XVII.

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	_____
Authorized Signature	Authorized Signature
_____	John E. Castro, President
Printed Name	Printed Name
Date: _____ ____, 2022	Date: February 28, 2022

Exhibit
Proposal # [redacted] Dated December 21, 2021
(Incorporated herein as if copied in full)

falkenberg
CONSTRUCTION CO., INC.

December 21, 2021

Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Reference: **Contract #: Buy Board 581-19**
Williamson County JJC Records Room
FCC Proposa[redacted]
Attention: Angel Gomez

We propose to furnish labor, material and equipment to remodel the existing records room at the JJC per Scope of Work below.

R.S. Means		$172,923 03
Coefficient Deduct	0 98	-$3,458.46
Subtotal		*$169,464.57*
Bonds	2.50%	$4,236 61
TOTAL		***$173,701.18***

One Hundred Seventy Three Thousand Seven Hundred One and 18/100.....Dollars

I. Documents: Proposal and RS Means Justifications

II. Scope of Work:

- Install flooring and wall protection throughout workspace and means of access as needed
- Remove all existing ceiling grid and tile
- Demo existing fire sprinklers as needed to rearrange ceiling grid(reinstall once grid is back in place)
- Remove and dispose of existing filing system
  - Remove embedded rail system as well
  - Chip out raised concrete floor to allow for safe and proper transitions at entryways
  - With the existing conditions, opening 129 B would present significat issues if raised floor is not removed
- Prep floor in new conference room to accept new carpet
- Install new carpet within new conference room only (VCT to remain in Office 129B and 129A)
- Demo and save door and frame per drawings
- Provide new door and frame for opening 129B + hardware
- Construct new walls per plan(to go to ceiling height or just above only)
- Install sufficient blocking as needed for TVs and other wall mounted items.
- Tape, float, texture and paint all new walls and existing walls within space to match existing
- Patch existing walls as needed
- Install new electrical outlets per plan
- Rework existing receptacles to be within code
- Demo existing light fixtures and replace with new LED per plan, rework circuitry
- Provide and install Connectrac
- Provide data back boxes and raceway to above ceiling with pullstring
- Install dedicated circuits as needed for new appliances
  - Dependent upon sufficient space within existing panels
- Fabricate and install new millwork per plans(excluding sink and plumbing)
- Provide and install new room signage, (4) four new signs per plan.

III. Exclusions:
Tax, Permits, Inspections
Badge access, or handicap pushbuttons
Overtime or afterhours work
Automa ic openers
Replacing existing windows
Data cabling, terminations or raceways beyond stub ups
New electrical panels or unreasonable runs to far panels
New Flooring UNO
Engineered drawings for fire suppression
Walls constructed to deck / fire rated walls
Plumbing of any kind
Procurement or installation of any furniture, appliances or equipment(TVs)
Lighting controls are not to exceed $3,200.00(Higher end controls will result in change order)

IV. Clarifications:
Please review and call me if you have any questions.
Thank you for he opportunity to bid this and any future projects.
Sincerely,

FALKENBERG CONSTRUCTION COMPANY, INC.

T. Moore

Triston Moore
Project Manager

Commissioners Court - Regular Session **64.**

Meeting Date: 03/22/2022

Approval of Purchase of Furniture for District Clerk's Office from Facilities Resource, Inc. for Facilities Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the contract between Williamson County and Facilities Resource, Inc. for the purchase of furniture at the District Clerk's Office, for the total amount of $311,729.27, per the terms of the Omnia National co-op contract number #2019-001896, and authorizing the execution of the contract. Funding Source is P515.

Background

The attached quote has detailed information regarding the type of furnishings to be purchased. Delivery and set-up is included in this quote. The co-op contract is through Omnia National #2019-001896 and is valid through 4/30/2024. Funding Source is P515. Department contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2022 05:28 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 08:02 AM
Form Started By: Andrew Portillo		Started On: 03/15/2022 10:01 AM
Final Approval Date: 03/17/2022		

Facilities Resource Inc.
PO Box 3067
Cedar Park, TX 78630
512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
03/02/22	[redacted]
SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

BILL TO:	CUSTOMER PURCHASE ORDER	FINAL LOCATION:
Tom Stanfield District Clerks Williamson County 405 Martin Luther King Jr. Street Georgetown, TX 78626-4901 PH: 512.943.1636 C: 512.818.4180		Tom Stanfield District Clerks Williamson County 405 Martin Luther King Jr. Street Georgetown, TX 78626-4901 PH: 512.943.1636 C: 512.818.4180

SUMMARY INFORMATION
Kimball OMNIA Partners Contract #2019.001896 National OMNIA Partners Contract #203157 ESI Ergo OMNIA Partners Contract #R180401

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
1	29.00	93P484FP 8S PD1 STD 440 NARRATE2019,48W,4 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL (POWER OPTION) PD1 = 1 PUNCHED POWER & DATA,1 BLANK (WIREWAY COVER) STD = STANDARD GROUP 1,NON-METALLIC (WIREWAY PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 163.52	$ 4,742.08
2	21.00	93P962FS NARRATE2019,96W,2 HIGH,FRAME,STACKING	$ 112.32	$ 2,358.72
3	23.00	93P484FP 8S PD2 STD 440 NARRATE2019,48W,4 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL (POWER OPTION) PD2 = 2 PUNCHED POWER & DATA (WIREWAY COVER) STD = STANDARD GROUP 1,NON-METALLIC (WIREWAY PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 163.52	$ 3,760.96
4	76.00	33P96TCP F STD 440 NARRATE,96W,TOP CAP,PAINT F = FLAT (TOP CAP PROFILE) STD = STANDARD GROUP 1,NON-METALLIC (TOP CAP PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 40.00	$ 3,040.00
5	115.00	33P962ITSTA A 10303 NARRATE,96W,2 HIGH,FABRIC TILE,FIRE RATED,SUPPORT TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10303 = CROSSROADS PEWTER (FABRIC PATTERN COLOR) -- TAG/LOCATION: FS0-2x96	$ 73.28	$ 8,427.20

Facilities Resource Inc.
PO Box 3067
Cedar Park, TX 78630
512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
03/02/22	[redacted]
SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
6	76.00	33P242ITTTA A 10305 NARRATE,24W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10305 = CROSSROADS SILVATICA (FABRIC PATTERN COLOR) -- TAG/LOCATION: FT0-2x24	$ 21.12	$ 1,605.12
7	32.00	33P482ITTTS STD 440 NARRATE,48W,2 HIGH,TILE,TRIM TRAXX,SLAT STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: ST0-2x48	$ 343.36	$ 10,987.52
8	21.00	33P962ITTTGAP 3 STD 440 NARRATE,96W,2 HIGH,TILE,TRIM TRAXX,GLASS,PAINT FRAME 3 = CLEAR (GLASS PATTERN) STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: GAT0-2x96	$ 263.36	$ 5,530.56
9	194.00	93P96PTT STD 440 NARRATE2019,96W,FRAME MOUNTED TRIM TRAXX STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 32.96	$ 6,394.24
10	115.00	93P96PST STD 440 NARRATE2019,96W,FRAME MOUNTED SUPPORT TRAXX STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 36.48	$ 4,195.20
11	46.00	33P484ITTTA A 10303 NARRATE,48W,4 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10303 = CROSSROADS PEWTER (FABRIC PATTERN COLOR) -- TAG/LOCATION: FT0-4x48	$ 74.24	$ 3,415.04
12	4.00	93P423FP 8S PD1 STD 440 NARRATE2019,42W,3 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL (POWER OPTION) PD1 = 1 PUNCHED POWER & DATA,1 BLANK (WIREWAY COVER) STD = STANDARD GROUP 1,NON-METALLIC (WIREWAY PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 146.56	$ 586.24
13	2.00	93P363FP 8S P1 STD 440 NARRATE2019,36W,3 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL (POWER OPTION) P1 = 1 PUNCHED,1 NON-PUNCHED (WIREWAY COVER)	$ 136.96	$ 273.92

Facilities Resource Inc.
PO Box 3067
Cedar Park, TX 78630
512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
03/02/22	[redacted]
SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		STD = STANDARD GROUP 1,NON-METALLIC (WIREWAY PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)		
14	1.00	93P483FP 8S P1 STD 440 NARRATE2019,48W,3 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL (POWER OPTION) P1 = 1 PUNCHED,1 NON-PUNCHED (WIREWAY COVER) STD = STANDARD GROUP 1,NON-METALLIC (WIREWAY PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 156.48	$ 156.48
15	9.00	33P78TCP F STD 440 NARRATE,78W,TOP CAP,PAINT F = FLAT (TOP CAP PROFILE) STD = STANDARD GROUP 1,NON-METALLIC (TOP CAP PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 28.16	$ 253.44
16	1.00	33P48TCP F STD 440 NARRATE,48W,TOP CAP,PAINT F = FLAT (TOP CAP PROFILE) STD = STANDARD GROUP 1,NON-METALLIC (TOP CAP PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 17.28	$ 17.28
17	8.00	33P783ITSTA A 10303 NARRATE,78W,3 HIGH,FABRIC TILE,FIRE RATED,SUPPORT TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10303 = CROSSROADS PEWTER (FABRIC PATTERN COLOR) -- TAG/LOCATION: FS0-3x78	$ 91.20	$ 729.60
18	2.00	33P483ITSTA A 10303 NARRATE,48W,3 HIGH,FABRIC TILE,FIRE RATED,SUPPORT TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10303 = CROSSROADS PEWTER (FABRIC PATTERN COLOR) -- TAG/LOCATION: FS0-3x48	$ 55.04	$ 110.08
19	4.00	93P102PST STD 440 NARRATE2019,102W,FRAME MOUNTED SUPPORT TRAXX STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 37.44	$ 149.76
20	4.00	93P424FP 8S PD1 STD 440 NARRATE2019,42W,4 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL (POWER OPTION) PD1 = 1 PUNCHED POWER & DATA,1 BLANK (WIREWAY COVER)	$ 152.64	$ 610.56

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		STD = STANDARD GROUP 1,NON-METALLIC (WIREWAY PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)		
21	4.00	93P782FS NARRATE2019,78W,2 HIGH,FRAME,STACKING	$ 94.72	$ 378.88
22	5.00	93P364FP 8S P1 STD 440 NARRATE2019,36W,4 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL (POWER OPTION) P1 = 1 PUNCHED,1 NON-PUNCHED (WIREWAY COVER) STD = STANDARD GROUP 1,NON-METALLIC (WIREWAY PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 143.36	$ 716.80
23	5.00	33P782ITSTA A 10303 NARRATE,78W,2 HIGH,FABRIC TILE,FIRE RATED,SUPPORT TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10303 = CROSSROADS PEWTER (FABRIC PATTERN COLOR) -- TAG/LOCATION: FS0-2x78	$ 59.52	$ 297.60
24	5.00	33P782ITTTA A 10303 NARRATE,78W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10303 = CROSSROADS PEWTER (FABRIC PATTERN COLOR)	$ 59.52	$ 297.60
25	6.00	33P782ITTTA A 10305 NARRATE,78W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10305 = CROSSROADS SILVATICA (FABRIC PATTERN COLOR)	$ 59.52	$ 357.12
26	4.00	33P782ITTTGAP 3 STD 440 NARRATE,78W,2 HIGH,TILE,TRIM TRAXX,GLASS,PAINT FRAME 3 = CLEAR (GLASS PATTERN) STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: GAT0-2x78	$ 247.36	$ 989.44
27	4.00	33P302ITTTS STD 440 NARRATE,30W,2 HIGH,TILE,TRIM TRAXX,SLAT STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: ST0-2x30	$ 233.92	$ 935.68
28	23.00	93P78PTT STD 440 NARRATE2019,78W,FRAME MOUNTED TRIM TRAXX STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP)	$ 24.64	$ 566.72

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		440 = CLOUD (PAINT COLOR)		
29	9.00	93P78PST STD 440 NARRATE2019,78W,FRAME MOUNTED SUPPORT TRAXX STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 29.12	$ 262.08
30	1.00	93P485FP 8S PD1 STD 440 NARRATE2019,48W,5 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL (POWER OPTION) PD1 = 1 PUNCHED POWER & DATA,1 BLANK (WIREWAY COVER) STD = STANDARD GROUP 1,NON-METALLIC (WIREWAY PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 181.44	$ 181.44
31	2.00	93P482FS NARRATE2019,48W,2 HIGH FRAME,STACKING	$ 72.32	$ 144.64
32	1.00	93P485FP 8S NP2 STD 440 NARRATE2019,48W,5 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL (POWER OPTION) NP2 = 2 NON-PUNCHED (WIREWAY COVER) STD = STANDARD GROUP 1,NON-METALLIC (WIREWAY PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 181.44	$ 181.44
33	2.00	33P963ITTTA A 10305 NARRATE,96W,3 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10305 = CROSSROADS SILVATICA (FABRIC PATTERN COLOR) -- TAG/LOCATION: FT0-3x96	$ 108.48	$ 216.96
34	4.00	33P962ITTTA A 10305 NARRATE,96W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10305 = CROSSROADS SILVATICA (FABRIC PATTERN COLOR) -- TAG/LOCATION: FT0-2x96	$ 73.28	$ 293.12
35	71.00	33P962ITTTA A 10303 NARRATE,96W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10303 = CROSSROADS PEWTER (FABRIC PATTERN COLOR) -- TAG/LOCATION: FT0-2x96	$ 73.28	$ 5,202.88
36	1.00	93P426FADLP LL2 STD 440 STD 440 NARRATE2019,42W,6 HIGH,DOOR,LEFT HAND,PAINT	$ 1,602.24	$ 1,602.24

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		LL2 = LEVER,LOCKING,CHROME PLATED (DOOR HARDWARE) STD = STANDARD GROUP 1,NON-METALLIC (FRAME PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) STD = STANDARD GROUP 1,NON-METALLIC (DOOR PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)		
37	1.00	93P421FS NARRATE2019,42W,1 HIGH,FRAME,STACKING	$ 43.20	$ 43.20
38	1.00	33P42TCP F STD 440 NARRATE,42W,TOP CAP,PAINT F = FLAT (TOP CAP PROFILE) STD = STANDARD GROUP 1,NON-METALLIC (TOP CAP PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 16.00	$ 16.00
39	2.00	33P421ITTTA A 10305 NARRATE,42W,1 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10305 = CROSSROADS SILVATICA (FABRIC PATTERN COLOR) -- TAG/LOCATION: FT0-1x42	$ 18.56	$ 37.12
40	2.00	93P42PTT STD 440 NARRATE2019,42W,FRAME MOUNTED TRIM TRAXX STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 12.80	$ 25.60
41	5.00	93P305FN NP2 STD 440 NARRATE2019,30W,5 HIGH,FRAME,NON-POWERED NP2 = 2 NON-PUNCHED (WIREWAY COVER) STD = STANDARD GROUP 1,NON-METALLIC (WIREWAY PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 108.16	$ 540.80
42	5.00	93P302FS NARRATE2019,30W,2 HIGH FRAME,STACKING	$ 63.68	$ 318.40
43	1.00	33P90TCP F STD 440 NARRATE,90W,TOP CAP,PAINT F = FLAT (TOP CAP PROFILE) STD = STANDARD GROUP 1,NON-METALLIC (TOP CAP PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 36.16	$ 36.16

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44	2.00	33P902ITTTA A 10303 NARRATE,90W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10303 = CROSSROADS PEWTER (FABRIC PATTERN COLOR) -- TAG/LOCATION: FT0-2x90	$ 68.48	$ 136.96
45	2.00	33P902ITTTA A 10305 NARRATE,90W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10305 = CROSSROADS SILVATICA (FABRIC PATTERN COLOR) -- TAG/LOCATION: FT0-2x90	$ 68.48	$ 136.96
46	2.00	33P903ITTTA A 10305 NARRATE,90W,3 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10305 = CROSSROADS SILVATICA (FABRIC PATTERN COLOR) -- TAG/LOCATION: FT0-3x90	$ 101.12	$ 202.24
47	6.00	93P90PTT STD 440 NARRATE2019,90W,FRAME MOUNTED TRIM TRAXX STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 29.76	$ 178.56
48	1.00	93P302FN NP2 STD 440 NARRATE2019,30W,2 HIGH,FRAME,NON-POWERED NP2 = 2 NON-PUNCHED (WIREWAY COVER) STD = STANDARD GROUP 1,NON-METALLIC (WIREWAY PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 74.24	$ 74.24
49	1.00	33P30TCP F STD 440 NARRATE,30W,TOP CAP,PAINT F = FLAT (TOP CAP PROFILE) STD = STANDARD GROUP 1,NON-METALLIC (TOP CAP PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 13.12	$ 13.12
50	2.00	33P302ITTTA A 10303 NARRATE,30W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10303 = CROSSROADS PEWTER (FABRIC PATTERN COLOR) -- TAG/LOCATION: FT0-2x30	$ 25.28	$ 50.56
51	2.00	93P30PTT STD 440 NARRATE2019,30W,FRAME MOUNTED TRIM TRAXX STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 9.28	$ 18.56

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52	1.00	33P60TCP F STD 440 NARRATE,60W,TOP CAP,PAINT F = FLAT (TOP CAP PROFILE) STD = STANDARD GROUP 1,NON-METALLIC (TOP CAP PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 20.16	$ 20.16
53	2.00	33P602ITTTA A 10305 NARRATE,60W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10305 = CROSSROADS SILVATICA (FABRIC PATTERN COLOR) -- TAG/LOCATION: FT0-2x60	$ 48.32	$ 96.64
54	2.00	33P602ITTTA A 10303 NARRATE,60W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10303 = CROSSROADS PEWTER (FABRIC PATTERN COLOR) -- TAG/LOCATION: FT0-2x60	$ 48.32	$ 96.64
55	2.00	33P603ITTTA A 10305 NARRATE,60W,3 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10305 = CROSSROADS SILVATICA (FABRIC PATTERN COLOR) -- TAG/LOCATION: FT0-3x60	$ 68.48	$ 136.96
56	6.00	93P60PTT STD 440 NARRATE2019,60W,FRAME MOUNTED TRIM TRAXX STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 19.20	$ 115.20
57	62.00	93P484FP 8S P2 STD 440 NARRATE2019,48W,4 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL (POWER OPTION) P2 = 2 PUNCHED (WIREWAY COVER) STD = STANDARD GROUP 1,NON-METALLIC (WIREWAY PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 163.52	$ 10,138.24
58	20.00	93P484FP 8S P1 STD 440 NARRATE2019,48W,4 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL (POWER OPTION) P1 = 1 PUNCHED,1 NON-PUNCHED (WIREWAY COVER) STD = STANDARD GROUP 1,NON-METALLIC (WIREWAY PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 163.52	$ 3,270.40

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59	40.00	33P482ITTTLL PB NARRATE,48W,2 HIGH,TILE,TRIM TRAXX,TFL PB = PORTOBELLO (TFL LAMINATE COLOR) -- TAG/LOCATION: TLT0-2x48	$ 101.76	$ 4,070.40
60	8.00	93P482FP 8S PD1 STD 440 NARRATE2019,48W,2 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL (POWER OPTION) PD1 = 1 PUNCHED POWER & DATA,1 BLANK (WIREWAY COVER) STD = STANDARD GROUP 1,NON-METALLIC (WIREWAY PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 137.92	$ 1,103.36
61	8.00	93P482FP 8S PD2 STD 440 NARRATE2019,48W,2 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL (POWER OPTION) PD2 = 2 PUNCHED POWER & DATA (WIREWAY COVER) STD = STANDARD GROUP 1,NON-METALLIC (WIREWAY PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 137.92	$ 1,103.36
62	4.00	93P422FP 8S NP2 STD 440 NARRATE2019,42W,2 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL (POWER OPTION) NP2 = 2 NON-PUNCHED (WIREWAY COVER) STD = STANDARD GROUP 1,NON-METALLIC (WIREWAY PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 129.92	$ 519.68
63	4.00	33P84TCP F STD 440 NARRATE,84W,TOP CAP,PAINT F = FLAT (TOP CAP PROFILE) STD = STANDARD GROUP 1,NON-METALLIC (TOP CAP PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 32.00	$ 128.00
64	6.00	33P842ITSTA A 10303 NARRATE,84W,2 HIGH,FABRIC TILE,FIRE RATED,SUPPORT TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10303 = CROSSROADS PEWTER (FABRIC PATTERN COLOR) -- TAG/LOCATION: FS0-2x84	$ 64.64	$ 387.84
65	6.00	93P84PST STD 440 NARRATE2019,84W,FRAME MOUNTED SUPPORT TRAXX STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 31.68	$ 190.08

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66	5.00	93P424FP 8S NP2 STD 440 NARRATE2019,42W,4 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL (POWER OPTION) NP2 = 2 NON-PUNCHED (WIREWAY COVER) STD = STANDARD GROUP 1,NON-METALLIC (WIREWAY PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 152.64	$ 763.20
67	2.00	93P842FS NARRATE2019,84W,2 HIGH,FRAME,STACKING	$ 100.48	$ 200.96
68	2.00	33P842ITTTGAP 3 STD 440 NARRATE,84W,2 HIGH,TILE,TRIM TRAXX,GLASS,PAINT FRAME 3 = CLEAR (GLASS PATTERN) STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: GAT0-2x84	$ 256.32	$ 512.64
69	2.00	33P362ITTTS STD 440 NARRATE,36W,2 HIGH,TILE,TRIM TRAXX,SLAT STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: ST0-2x36	$ 281.60	$ 563.20
70	10.00	93P84PTT STD 440 NARRATE2019,84W,FRAME MOUNTED TRIM TRAXX STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 28.48	$ 284.80
71	2.00	33P842ITTTA A 10305 NARRATE,84W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10305 = CROSSROADS SILVATICA (FABRIC PATTERN COLOR) -- TAG/LOCATION: FT0-2x84	$ 64.64	$ 129.28
72	2.00	33P842ITTTA A 10303 NARRATE,84W,2 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED (FABRIC GRADE) 10303 = CROSSROADS PEWTER (FABRIC PATTERN COLOR) -- TAG/LOCATION: FT0-2x84	$ 64.64	$ 129.28
73	2.00	93P363FP 8S NP2 STD 440 NARRATE2019,36W,3 HIGH,FRAME,POWERED 8S = 8 WIRE,SHARED NEUTRAL (POWER OPTION) NP2 = 2 NON-PUNCHED (WIREWAY COVER) STD = STANDARD GROUP 1,NON-METALLIC (WIREWAY PAINT PRICE GROUP)	$ 136.96	$ 273.92

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		440 = CLOUD (PAINT COLOR)		
74	110.00	33W1927BCA STD 440 NARRATE,2 HI,WKSURF BRKT,MID-SPRT STD = STANDARD GROUP 1,NON-METALLIC (BRACKET PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: BA	$ 57.92	$ 6,371.20
75	6.00	33W1940BCA STD 440 NARRATE,3 HI,WKSURF BRKT,MID-SPRT STD = STANDARD GROUP 1,NON-METALLIC (BRACKET PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: BA	$ 68.48	$ 410.88
76	240.00	33WBSA STD 440 NARRATE,WORKSURFACE BRKT,FIXED,EDGE STD = STANDARD GROUP 1,NON-METALLIC (BRACKET PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: WB	$ 2.24	$ 537.60
77	2.00	33P2730EPLL 93P STD PB PB NARRATE,27W,2 HIGH,END PANEL,LEFT,HPL 93P = FOR USE WITH 93P FRAME MODELS (APPLICATION) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) -- TAG/LOCATION: 2730EPLL	$ 275.20	$ 550.40
78	2.00	33P2730EPRL 93P STD PB PB NARRATE,27W,2 HIGH,END PANEL,RIGHT,HPL 93P = FOR USE WITH 93P FRAME MODELS (APPLICATION) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) -- TAG/LOCATION: 2730EPRL	$ 275.20	$ 550.40
79	1.00	33P2742EPLL 93P STD PB PB NARRATE,27W,3 HIGH,END PANEL,LEFT,HPL 93P = FOR USE WITH 93P FRAME MODELS (APPLICATION) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) -- TAG/LOCATION: 2742EPLL	$ 336.32	$ 336.32

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80	1.00	33P2742EPRL 93P STD PB PB NARRATE,27W,3 HIGH,END PANEL,RIGHT,HPL 93P = FOR USE WITH 93P FRAME MODELS (APPLICATION) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) -- TAG/LOCATION: 2742EPRL	$ 336.32	$ 336.32
81	11.00	33P3330EPLL 93P STD PB PB NARRATE,33W,2 HIGH,END PANEL,LEFT,HPL 93P = FOR USE WITH 93P FRAME MODELS (APPLICATION) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) -- TAG/LOCATION: 3330EPLL	$ 297.28	$ 3,270.08
82	10.00	33P3330EPRL 93P STD PB PB NARRATE,33W,2 HIGH,END PANEL,RIGHT,HPL 93P = FOR USE WITH 93P FRAME MODELS (APPLICATION) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) -- TAG/LOCATION: 3330EPRL	$ 297.28	$ 2,972.80
83	4.00	33P6330DEPL 93P STD PB PB NARRATE,63W,2 HIGH,DUAL SIDED END PANEL,HPL 93P = FOR USE WITH 93P FRAME MODELS (APPLICATION) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) -- TAG/LOCATION: 6330DEPL	$ 418.88	$ 1,675.52
84	91.00	33PEJB18 NARRATE,ELECTRICAL,JUMPER,PANEL-TO-PANEL,8 WIRE -- TAG/LOCATION: EJB18	$ 27.20	$ 2,475.20
85	76.00	33PEJB28 NARRATE,ELECTRICAL,JUMPER,PANEL-90 CONN-PANEL,8 WIRE -- TAG/LOCATION: EJB28	$ 27.84	$ 2,115.84
86	12.00	33PEPE6B8 NARRATE,6 FOOT POWER ENTRY,BASE,8 WIRE -- TAG/LOCATION: F/W 68	$ 82.88	$ 994.56
87	78.00	33PER18S 462 NARRATE,RECEPTACLE,CIRCUIT 1,8 WIRE,SHARED NEUTRAL 462 = CINDER (COLOR)	$ 10.56	$ 823.68

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		-- TAG/LOCATION: 1		
88	76.00	33PER28S 462 NARRATE,RECEPTACLE,CIRCUIT 2,8 WIRE,SHARED NEUTRAL 462 = CINDER (COLOR) -- TAG/LOCATION: 2	$ 10.56	$ 802.56
89	78.00	33PER38S 462 NARRATE,RECEPTACLE,CIRCUIT 3,8 WIRE,SHARED NEUTRAL 462 = CINDER (COLOR) -- TAG/LOCATION: 3	$ 10.56	$ 823.68
90	1.00	93P17FCSPP F STD 440 STD 440 NARRATE2019,7 HIGH,STRAIGHT CONNECTOR,PAINT/PAINT F = FLAT (TOP CAP PROFILE) STD = STANDARD GROUP 1,NON-METALLIC (TOP CAP PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) STD = STANDARD GROUP 1,NON-METALLIC (CONNECTOR PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: 7PP	$ 98.56	$ 98.56
91	4.00	93P22FCLPP F STD 440 STD 440 STD 440 NARRATE2019,2 HIGH,2-WAY,L CONNECTOR,PAINT/PAINT F = FLAT (TOP CAP PROFILE) STD = STANDARD GROUP 1,NON-METALLIC (TOP CAP PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) STD = STANDARD GROUP 1,NON-METALLIC (CONNECTOR PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) STD = STANDARD GROUP 1,NON-METALLIC (INSIDE EDGE PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: 2PP	$ 62.40	$ 249.60
92	13.00	93P24FCLPP F STD 440 STD 440 STD 440 NARRATE2019,4 HIGH,2-WAY,L CONNECTOR,PAINT/PAINT F = FLAT (TOP CAP PROFILE) STD = STANDARD GROUP 1,NON-METALLIC (TOP CAP PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) STD = STANDARD GROUP 1,NON-METALLIC (CONNECTOR PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) STD = STANDARD GROUP 1,NON-METALLIC (INSIDE EDGE PAINT PRICE GROUP)	$ 68.80	$ 894.40

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		440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: 4PP		
93	1.00	93P25FCLPP F STD 440 STD 440 STD 440 NARRATE2019,5 HIGH,2-WAY,L CONNECTOR,PAINT/PAINT F = FLAT (TOP CAP PROFILE) STD = STANDARD GROUP 1,NON-METALLIC (TOP CAP PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) STD = STANDARD GROUP 1,NON-METALLIC (CONNECTOR PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) STD = STANDARD GROUP 1,NON-METALLIC (INSIDE EDGE PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: 5PP	$ 70.08	$ 70.08
94	1.00	93P27FCLPP F STD 440 STD 440 STD 440 NARRATE2019,7 HIGH,2-WAY,L CONNECTOR,PAINT/PAINT F = FLAT (TOP CAP PROFILE) STD = STANDARD GROUP 1,NON-METALLIC (TOP CAP PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) STD = STANDARD GROUP 1,NON-METALLIC (CONNECTOR PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) STD = STANDARD GROUP 1,NON-METALLIC (INSIDE EDGE PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: 7PP	$ 98.56	$ 98.56
95	1.00	93P2ETCP F STD 440 NARRATE2019,2 HIGH,END TRIM,PAINT F = FLAT (TOP CAP PROFILE) STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: 2ET	$ 23.36	$ 23.36
96	18.00	93P2FCSSP STD 440 NARRATE2019,2 HIGH,S CONNECTOR,STACKING,PAINT STD = STANDARD GROUP 1,NON-METALLIC (CONNECTOR PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: 2PP	$ 87.68	$ 1,578.24
97	43.00	93P2HSCP STD 440 NARRATE2019,2 HIGH,HI-LO,PANEL TO PANEL,PAINT STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP)	$ 23.36	$ 1,004.48

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		440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: 2HL		
98	6.00	93P32FCTPP F STD 440 STD 440 STD 440 NARRATE2019,2 HIGH,3-WAY,T CONNECTOR,PAINT/PAINT F = FLAT (TOP CAP PROFILE) STD = STANDARD GROUP 1,NON-METALLIC (TOP CAP PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) STD = STANDARD GROUP 1,NON-METALLIC (CONNECTOR PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) STD = STANDARD GROUP 1,NON-METALLIC (INSIDE EDGE PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: 2PP	$ 67.52	$ 405.12
99	2.00	93P33FCTPP F STD 440 STD 440 STD 440 NARRATE2019,3 HIGH,3-WAY,T CONNECTOR,PAINT/PAINT F = FLAT (TOP CAP PROFILE) STD = STANDARD GROUP 1,NON-METALLIC (TOP CAP PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) STD = STANDARD GROUP 1,NON-METALLIC (CONNECTOR PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) STD = STANDARD GROUP 1,NON-METALLIC (INSIDE EDGE PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: 3PP	$ 69.44	$ 138.88
100	21.00	93P34FCTPP F STD 440 STD 440 STD 440 NARRATE2019,4 HIGH,3-WAY,T CONNECTOR,PAINT/PAINT F = FLAT (TOP CAP PROFILE) STD = STANDARD GROUP 1,NON-METALLIC (TOP CAP PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) STD = STANDARD GROUP 1,NON-METALLIC (CONNECTOR PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) STD = STANDARD GROUP 1,NON-METALLIC (INSIDE EDGE PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: 4PP	$ 73.28	$ 1,538.88
101	4.00	93P36MFS NARRATE2019,36W,MID-FRAME SUPPORT	$ 16.64	$ 66.56

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102	1.00	93P3HSCP STD 440 NARRATE2019,3 HIGH,HI-LO,PANEL TO PANEL,PAINT STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: 3HL	$ 26.24	$ 26.24
103	8.00	93P42MFS NARRATE2019,42W,MID-FRAME SUPPORT	$ 17.92	$ 143.36
104	60.00	93P48MFS NARRATE2019,48W,MID-FRAME SUPPORT	$ 19.52	$ 1,171.20
105	13.00	93P4ETCP F STD 440 NARRATE2019,4 HIGH,END TRIM,PAINT F = FLAT (TOP CAP PROFILE) STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: 4ET	$ 38.08	$ 495.04
106	8.00	93P6ETCP F STD 440 NARRATE2019,6 HIGH,END TRIM,PAINT F = FLAT (TOP CAP PROFILE) STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: 6ET	$ 55.04	$ 440.32
107	1.00	93P7ETCP F STD 440 NARRATE2019,7 HIGH,END TRIM,PAINT F = FLAT (TOP CAP PROFILE) STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: 7ET	$ 63.68	$ 63.68
108	2.00	93P7WMB NARRATE2019,7 HIGH,WALL MOUNT,CHANNEL -- TAG/LOCATION: 7WM	$ 56.96	$ 113.92
109	1.00	SS2430WSSL3 P STD PB PB 485 *** *** *** *** *** FOOTPRINT,24DX30W,SURF,1 3/16T,STR,LAMINATE,WIRE MGR PF P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) 485 = DARK CHOCOLATE (WIRE MANAGER COLOR) *** = ---- (SPECIAL DEPTH,9-23 13/16) *** = ---- (SPCL WIDTH,23 15/16-29 13/16) *** = ---- (ADD WIRE MANAGER,LEFT)	$ 99.20	$ 99.20

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		*** = ---- (ADD WIRE MANAGER,RIGHT) *** = ---- (MITER CUT) -- TAG/LOCATION: 2430		
110	30.00	SS2448WSSL3 P STD PB PB 485 *** *** *** *** *** FOOTPRINT,24DX48W,SURF,1 3/16T,STR,LAMINATE,WIRE MGR PF P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) 485 = DARK CHOCOLATE (WIRE MANAGER COLOR) *** = ---- (SPECIAL DEPTH,9-23 13/16) *** = ---- (SPCL WIDTH,41 15/16-47 13/16) *** = ---- (ADD WIRE MANAGER,LEFT) *** = ---- (ADD WIRE MANAGER,RIGHT) *** = ---- (MITER CUT) -- TAG/LOCATION: 2448	$ 123.52	$ 3,705.60
111	2.00	SS2454WSSL3 P STD PB PB 485 *** *** 0000000659 AWML485 *** *** *** FOOTPRINT,24DX54W,SURF,1 3/16T,STR,LAMINATE,WIRE MGR PF P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) 485 = DARK CHOCOLATE (WIRE MANAGER COLOR) *** = ---- (SPECIAL DEPTH,9-23 13/16) *** = ---- (SPCL WIDTH,47 15/16-53 13/16) 0000000659 = ADD WIRE MANAGER,LEFT (ADD WIRE MANAGER,LEFT) AWML485 = ADD LEFT,DARK CHOCOLATE (ADD WIRE MANAGER,LEFT) *** = ---- (ADD WIRE MANAGER,LEFT) *** = ---- (ADD WIRE MANAGER,RIGHT) *** = ---- (MITER CUT) -- TAG/LOCATION: 2454	$ 165.12	$ 330.24
112	2.00	SS2454WSSL3 P STD PB PB 485 *** *** *** 0000000658 AWMR485 *** *** FOOTPRINT,24DX54W,SURF,1 3/16T,STR,LAMINATE,WIRE MGR PF P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) 485 = DARK CHOCOLATE (WIRE MANAGER COLOR) *** = ---- (SPECIAL DEPTH,9-23 13/16) *** = ---- (SPCL WIDTH,47 15/16-53 13/16) *** = ---- (ADD WIRE MANAGER,LEFT) 0000000658 = ADD WIRE MANAGER,RIGHT (ADD WIRE MANAGER,RIGHT) AWMR485 = ADD RIGHT,DARK CHOCOLATE (ADD WIRE MANAGER,RIGHT)	$ 165.12	$ 330.24

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		*** = ---- (ADD WIRE MANAGER,RIGHT) *** = ---- (MITER CUT)		
113	1.00	SS2460WSSL3 P STD PB PB 485 *** *** 0000000659 AWML485 *** *** *** FOOTPRINT,24DX60W,SURF,1 3/16T,STRAIGHT,LAM,WIRE MGR PF P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) 485 = DARK CHOCOLATE (WIRE MANAGER COLOR) *** = ---- (SPECIAL DEPTH,9-23 13/16) *** = ---- (SPECIAL WIDTH,5 7/8-59 13/16) 0000000659 = ADD WIRE MANAGER,LEFT (ADD WIRE MANAGER,LEFT) AWML485 = ADD LEFT,DARK CHOCOLATE (ADD WIRE MANAGER,LEFT) *** = ---- (ADD WIRE MANAGER,LEFT) *** = ---- (ADD WIRE MANAGER,RIGHT) *** = ---- (MITER CUT) -- TAG/LOCATION: 2460	$ 171.52	$ 171.52
114	1.00	SS2460WSSL3 P STD PB PB 485 *** *** *** 0000000658 AWMR485 *** *** FOOTPRINT,24DX60W,SURF,1 3/16T,STRAIGHT,LAM,WIRE MGR PF P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) 485 = DARK CHOCOLATE (WIRE MANAGER COLOR) *** = ---- (SPECIAL DEPTH,9-23 13/16) *** = ---- (SPECIAL WIDTH,5 7/8-59 13/16) *** = ---- (ADD WIRE MANAGER,LEFT) 0000000658 = ADD WIRE MANAGER,RIGHT (ADD WIRE MANAGER,RIGHT) AWMR485 = ADD RIGHT,DARK CHOCOLATE (ADD WIRE MANAGER,RIGHT) *** = ---- (ADD WIRE MANAGER,RIGHT) *** = ---- (MITER CUT)	$ 171.52	$ 171.52
115	1.00	SS2472WSSL3 P STD PB PB 485 *** *** 0000000659 AWML485 *** *** *** FOOTPRINT,24DX72W,SURFACE,1 3/16T,STR,LAM,WIRE MGR PF P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) 485 = DARK CHOCOLATE (WIRE MANAGER COLOR) *** = ---- (SPECIAL DEPTH,9-23 13/16) *** = ---- (SPCL WIDTH,65 15/16-71 13/16) 0000000659 = ADD WIRE MANAGER,LEFT (ADD WIRE MANAGER,LEFT) AWML485 = ADD LEFT,DARK CHOCOLATE (ADD WIRE MANAGER,LEFT) *** = ---- (ADD WIRE MANAGER,LEFT)	$ 198.40	$ 198.40

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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		*** = ---- (ADD WIRE MANAGER,RIGHT) *** = ---- (MITER CUT)		
116	1.00	SS2472WSSL3 P STD PB PB 485 *** *** *** 0000000658 AWMR485 *** *** FOOTPRINT,24DX72W,SURFACE,1 3/16T,STR,LAM,WIRE MGR PF P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) 485 = DARK CHOCOLATE (WIRE MANAGER COLOR) *** = ---- (SPECIAL DEPTH,9-23 13/16) *** = ---- (SPCL WIDTH,65 15/16-71 13/16) *** = ---- (ADD WIRE MANAGER,LEFT) 0000000658 = ADD WIRE MANAGER,RIGHT (ADD WIRE MANAGER,RIGHT) AWMR485 = ADD RIGHT,DARK CHOCOLATE (ADD WIRE MANAGER,RIGHT) *** = ---- (ADD WIRE MANAGER,RIGHT) *** = ---- (MITER CUT) -- TAG/LOCATION: 2472	$ 198.40	$ 198.40
117	2.00	SS2478WSSL3 P STD PB PB 485 *** *** 0000000659 AWML485 *** *** *** FOOTPRINT,24DX78W,SURFACE,1 3/16T,STRAIGHT,LAM,WIRE MGR PF P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) 485 = DARK CHOCOLATE (WIRE MANAGER COLOR) *** = ---- (SPECIAL DEPTH,9-23 13/16) *** = ---- (SPCL WIDTH,71 15/16-77 13/16) 0000000659 = ADD WIRE MANAGER,LEFT (ADD WIRE MANAGER,LEFT) AWML485 = ADD LEFT,DARK CHOCOLATE (ADD WIRE MANAGER,LEFT) *** = ---- (ADD WIRE MANAGER,LEFT) *** = ---- (ADD WIRE MANAGER,RIGHT) *** = ---- (MITER CUT)	$ 229.12	$ 458.24
118	2.00	SS2478WSSL3 P STD PB PB 485 *** *** *** 0000000658 AWMR485 *** *** FOOTPRINT,24DX78W,SURFACE,1 3/16T,STRAIGHT,LAM,WIRE MGR PF P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) 485 = DARK CHOCOLATE (WIRE MANAGER COLOR) *** = ---- (SPECIAL DEPTH,9-23 13/16) *** = ---- (SPCL WIDTH,71 15/16-77 13/16) *** = ---- (ADD WIRE MANAGER,LEFT) 0000000658 = ADD WIRE MANAGER,RIGHT (ADD WIRE MANAGER,RIGHT)	$ 229.12	$ 458.24

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		AWMR485 = ADD RIGHT,DARK CHOCOLATE (ADD WIRE MANAGER,RIGHT) *** = ---- (ADD WIRE MANAGER,RIGHT) *** = ---- (MITER CUT) -- TAG/LOCATION: 2478		
119	1.00	SS2484WSSL3 P STD PB PB 485 *** *** *** *** *** FOOTPRINT,24DX84W,SURF,1 3/16T,STR,LAM,WIRE MGR PF P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) 485 = DARK CHOCOLATE (WIRE MANAGER COLOR) *** = ---- (SPECIAL DEPTH,9-23 13/16) *** = ---- (SPCL WIDTH,77 15/16-83 13/16) *** = ---- (ADD WIRE MANAGER,LEFT) *** = ---- (ADD WIRE MANAGER,RIGHT) *** = ---- (MITER CUT)	$ 223.04	$ 223.04
120	1.00	SS2484WSSL3 P STD PB PB 485 *** *** *** *** *** FOOTPRINT,24DX84W,SURF,1 3/16T,STR,LAM,WIRE MGR PF P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) 485 = DARK CHOCOLATE (WIRE MANAGER COLOR) *** = ---- (SPECIAL DEPTH,9-23 13/16) *** = ---- (SPCL WIDTH,77 15/16-83 13/16) *** = ---- (ADD WIRE MANAGER,LEFT) *** = ---- (ADD WIRE MANAGER,RIGHT) *** = ---- (MITER CUT) -- TAG/LOCATION: 2484	$ 223.04	$ 223.04
121	30.00	SS2496WSSL3 P STD PB PB 485 *** *** 0000000659 AWML485 *** 0000000658 AWMR485 *** *** FOOTPRINT,24DX96W,SURFACE,1 3/16T,STR,LAM,WIRE MGR PF P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) 485 = DARK CHOCOLATE (WIRE MANAGER COLOR) *** = ---- (SPECIAL DEPTH,9-23 13/16) *** = ---- (SPCL WIDTH,89 15/16-95 13/16) 0000000659 = ADD WIRE MANAGER,LEFT (ADD WIRE MANAGER,LEFT) AWML485 = ADD LEFT,DARK CHOCOLATE (ADD WIRE MANAGER,LEFT) *** = ---- (ADD WIRE MANAGER,LEFT) 0000000658 = ADD WIRE MANAGER,RIGHT (ADD WIRE MANAGER,RIGHT)	$ 295.68	$ 8,870.40

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		AWMR485 = ADD RIGHT,DARK CHOCOLATE (ADD WIRE MANAGER,RIGHT) *** = ---- (ADD WIRE MANAGER,RIGHT) *** = ---- (MITER CUT) -- TAG/LOCATION: 2496		
122	1.00	SS2496WSSL3 P STD PB PB 485 *** *** *** 0000000658 AWMR485 *** *** FOOTPRINT,24DX96W,SURFACE,1 3/16T,STR,LAM,WIRE MGR PF P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) 485 = DARK CHOCOLATE (WIRE MANAGER COLOR) *** = ---- (SPECIAL DEPTH,9-23 13/16) *** = ---- (SPCL WIDTH,89 15/16-95 13/16) *** = ---- (ADD WIRE MANAGER,LEFT) 0000000658 = ADD WIRE MANAGER,RIGHT (ADD WIRE MANAGER,RIGHT) AWMR485 = ADD RIGHT,DARK CHOCOLATE (ADD WIRE MANAGER,RIGHT) *** = ---- (ADD WIRE MANAGER,RIGHT) *** = ---- (MITER CUT)	$ 273.92	$ 273.92
123	1.00	SS2496WSSL3 P STD PB PB 485 *** *** 0000000659 AWML485 *** *** *** FOOTPRINT,24DX96W,SURFACE,1 3/16T,STR,LAM,WIRE MGR PF P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) 485 = DARK CHOCOLATE (WIRE MANAGER COLOR) *** = ---- (SPECIAL DEPTH,9-23 13/16) *** = ---- (SPCL WIDTH,89 15/16-95 13/16) 0000000659 = ADD WIRE MANAGER,LEFT (ADD WIRE MANAGER,LEFT) AWML485 = ADD LEFT,DARK CHOCOLATE (ADD WIRE MANAGER,LEFT) *** = ---- (ADD WIRE MANAGER,LEFT) *** = ---- (ADD WIRE MANAGER,RIGHT) *** = ---- (MITER CUT)	$ 273.92	$ 273.92
124	30.00	SS3072WSSL3 P STD PB PB 485 *** *** *** *** *** FOOTPRINT,30DX72W,SURF,1 3/16T,STR,LAM,WIRE MGR PF P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) 485 = DARK CHOCOLATE (WIRE MANAGER COLOR) *** = ---- (SPECIAL DEPTH,9-29 13/16) *** = ---- (SPCL WIDTH,65 15/16-71 13/16) *** = ---- (ADD WIRE MANAGER,LEFT)	$ 200.00	$ 6,000.00

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		*** = ---- (ADD WIRE MANAGER,RIGHT) *** = ---- (MITER CUT) -- TAG/LOCATION: 3072		
125	120.00	IBF1 Footprint Surfaces Sub-Total -- TAG/LOCATION: IBF1	$ 5.76	$ 691.20
126	5.00	KSCG001 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 001	$ 9.28	$ 46.40
127	5.00	KSCG002 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 002	$ 9.28	$ 46.40
128	5.00	KSCG003 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 003	$ 9.28	$ 46.40
129	5.00	KSCG004 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 004	$ 9.28	$ 46.40
130	5.00	KSCG005 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 005	$ 9.28	$ 46.40
131	5.00	KSCG006 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 006	$ 9.28	$ 46.40
132	5.00	KSCG007 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 007	$ 9.28	$ 46.40
133	5.00	KSCG008 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 008	$ 9.28	$ 46.40
134	5.00	KSCG009 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 009	$ 9.28	$ 46.40
135	5.00	KSCG010 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 010	$ 9.28	$ 46.40
136	5.00	KSCG011 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 011	$ 9.28	$ 46.40
137	5.00	KSCG012 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 012	$ 9.28	$ 46.40

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138	5.00	KSCG013 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 013	$ 9.28	$ 46.40
139	5.00	KSCG014 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 014	$ 9.28	$ 46.40
140	5.00	KSCG015 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 015	$ 9.28	$ 46.40
141	5.00	KSCG016 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 016	$ 9.28	$ 46.40
142	5.00	KSCG017 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 017	$ 9.28	$ 46.40
143	5.00	KSCG018 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 018	$ 9.28	$ 46.40
144	5.00	KSCG019 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 019	$ 9.28	$ 46.40
145	5.00	KSCG020 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 020	$ 9.28	$ 46.40
146	5.00	KSCG021 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 021	$ 9.28	$ 46.40
147	5.00	KSCG022 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 022	$ 9.28	$ 46.40
148	5.00	KSCG023 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 023	$ 9.28	$ 46.40
149	5.00	KSCG024 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 024	$ 9.28	$ 46.40
150	5.00	KSCG025 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 025	$ 9.28	$ 46.40
151	5.00	KSCG026 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 026	$ 9.28	$ 46.40
152	5.00	KSCG027 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 027	$ 9.28	$ 46.40

Facilities Resource Inc.
PO Box 3067
Cedar Park, TX 78630
512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
03/02/22	[redacted]
SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
153	5.00	KSCG028 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 028	$ 9.28	$ 46.40
154	5.00	KSCG029 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 029	$ 9.28	$ 46.40
155	5.00	KSCG030 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 030	$ 9.28	$ 46.40
156	5.00	KSCG031 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 031	$ 9.28	$ 46.40
157	5.00	KSCG032 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 032	$ 9.28	$ 46.40
158	5.00	KSCG033 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 033	$ 9.28	$ 46.40
159	5.00	KSCG034 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 034	$ 9.28	$ 46.40
160	5.00	KSCG035 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 035	$ 9.28	$ 46.40
161	5.00	KSCG036 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 036	$ 9.28	$ 46.40
162	5.00	KSCG037 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 037	$ 9.28	$ 46.40
163	5.00	KSCG038 LOCK CORE,SILVER CORE WITH BLACK HINGED KEY,KEY 038	$ 9.28	$ 46.40
164	19.00	13S2454VBWHL2M E KSS STD 440 FOOTPRINT,24WX54H,BOOKCASE/WARDROBE,HINGE LEFT,FF,METAL E = EXTENDED (PULL) KSS = SPECIFY SILVER CORE SEPARATE (LOCK) STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: 2454	$ 859.20	$ 16,324.80
165	19.00	13S2454VBWHR2M E KSS STD 440 FOOTPRINT,24WX54H,BOOKCASE/WARDROBE,HINGE RIGHT,FF,METAL E = EXTENDED (PULL) KSS = SPECIFY SILVER CORE SEPARATE (LOCK)	$ 859.20	$ 16,324.80

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03/02/22	[redacted]
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: 2454		
166	30.00	12S2415PUBBFM E KSB STD 440 FOOTPRINT,24DX15WX27H,STOR,PEDESTAL,BBF,FLAT PROFILE,PAINT E = EXTENDED (PULL) KSB = SPECIFY CORE SEPARATELY (LOCK) STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: BBF	$ 227.52	$ 6,825.60
167	8.00	12S2415PMBBFM E KSB STD 440 FOOTPRINT,24DX15WX27H,STOR,PED,BBF,MOBILE,FLAT PF,PAINT E = PULL: EXTENDED KSB = LOCK: SPECIFY CORE SEPARATELY STD = PAINT PRICE GROUP: STANDARD GROUP 1,NON-METALLIC 440 = PAINT COLOR: CLOUD -- TAG/LOCATION: BBF	$ 291.84	$ 2,334.72
168	9.00	45F2948TTEH9L P X STD PB PB 462 XSEDE,29DX48W,DESK,RECTANGULAR,T-LEGS,EXTENDED HEIGHT,HPL P = 1/8" MOLDED VIN (RIM PROFILE) X = NO GROMMET (WORKSURFACE GROMMET) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP) PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) 462 = CINDER (FRAME PAINT COLOR HA) -- TAG/LOCATION: 2948TTEHL	$ 657.92	$ 5,921.28
169	9.00	45F31CBS XSEDE,31W CABLE BASKET,SILVER -- TAG/LOCATION: CABLE_BSCKT	$ 33.28	$ 299.52
170	38.00	99K0513PSP STD 440 PERKS PERSONAL SHELF,PAINT STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: PS	$ 68.08	$ 2,587.04
171	38.00	99K1217DPTM STD 440 PERKS,17W,DOUBLE SIDE TRAY,METAL STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: DOUBLE	$ 86.48	$ 3,286.24

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DATE	QUOTE #
03/02/22	[redacted]
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Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
172	38.00	99K1212SSM STD 440 PERKS,12W,SLANT SORT,METAL STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: SS	$ 63.48	$ 2,412.24
173	38.00	99KCPC PERKS,PENCIL CUP,CLEAR -- TAG/LOCATION: PC	$ 21.62	$ 821.56
174	38.00	99K0612PT PERKS,6DX12W,PENCIL TRAY,BLACK -- TAG/LOCATION: PENCIL	$ 11.96	$ 454.48
175	2.00	FND18423SC KSB STD 440 FUNDAMENTAL,18DX42W,STOR CAB,THREE HIGH,HINGE DR,NO SHELVES KSB = SPECIFY CORE SEPARATELY,BLACK (LOCK) STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: 3H SC	$ 584.64	$ 1,169.28
176	4.00	FND1842LFSHP STD 440 FUNDAMENTAL,18DX42W,STORAGE,OVERFILE SHELF,PAINTED STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR)	$ 47.88	$ 191.52
177	2.00	LFF18424H F KSB HH1 HH2 HH3 HH4 X STD 440 LF SERIES,18DX42W,LF,FOUR HIGH,HALF HEIGHT DRAWERS F = FULL (PULL) KSB = SPECIFY CORE SEPARATELY,BLACK (LOCK) HH1 = TWO 6" DRAWERS (TOP DRAWER HEIGHT) HH2 = TWO 6" DRAWERS (SECOND DRAWER HEIGHT) HH3 = TWO 6" DRAWERS (THIRD DRAWER HEIGHT) HH4 = TWO 6" DRAWERS (FOURTH DRAWER HEIGHT) X = NO BASE (BASE HEIGHT) STD = STANDARD GROUP 1,NON-METALLIC (PAINT PRICE GROUP) 440 = CLOUD (PAINT COLOR) -- TAG/LOCATION: 4DR LF 42W	$ 1,779.12	$ 3,558.24
178	4.00	KSCD300 LOCK CORE,BLACK CORE WITH BLACK HINGED KEY,KEY 300	$ 12.18	$ 48.72
179	2.00	SS1842LFTL P STD PB PB UNIVERSAL,18DX42W,SURFACE,1 3/16T,LATERAL FILE,LAMINATE P = 1/8" MOLDED VIN (RIM PROFILE) STD = STANDARD GROUP 1 (LAMINATE PRICE GROUP)	$ 197.82	$ 395.64

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SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		PB = PORTOBELLO (LAMINATE COLOR) PB = PORTOBELLO (RIM COLOR) -- TAG/LOCATION: LAM TOP		
180	1.00	SS1884LFTL P STD PB PB UNIVERSAL,18DX84W,SURFACE,1 3/16T,LATERAL FILE,LAMINATE P = RIM PROFILE: 1/8" MOLDED VIN STD = LAMINATE PRICE GROUP: STANDARD GROUP 1 PB = LAMINATE COLOR: PORTOBELLO PB = RIM COLOR: PORTOBELLO -- TAG/LOCATION: LAM TOP	$ 414.12	$ 414.12
181	30.00	N27MM3PS KD BK MG 1 11611 LAUDIO,MID MESH BACK,HEIGHT ADJ ARM,SEAT SLIDE KD = TOOL-LESS KNOCK DOWN (PACK) BK = BLACK FRAME (FRAME COLOR) MG = MEDIUM GREY (MESH COLOR) 1 = GRADE 1 (SEAT UPHOLSTERY GRADE) 11611 = CALI BOULDER (SEAT UPHOLSTERY PATTERN COLOR) -- TAG/LOCATION: N27MM3PS	$ 390.60	$ 11,718.00
182	9.00	K86TMUCSTS 462 1 11611 BBHAFA MATCH 497 462 C62 HELIO,TASK,MESH,UPH SEAT,CONFG,SIT-STAND 462 = FRAME MESH AND SHROUD COLOR: CINDER 1 = SEAT UPHOLSTERY GRADE: GRADE 1 11611 = SEAT UPHOLSTERY PATTERN COLOR: CALI BOULDER BBHAFA = ARM TYPE: BK UPR,BK PAD,HGT ADJ,FULL ADJ MATCH = THREAD COLOR: CLOSEST MATCH 497 = FOOTRING COLOR: POLISHED ALUMINUM 462 = BASE COLOR: CINDER C62 = CASTER: POLISHED/BLACK HARD DUAL WHEEL -- TAG/LOCATION: HELIO	$ 670.68	$ 6,036.12
183	9.00	FCH4CX BLK Desktop Power Module Including (2) AC Power and (1) USB-A Outlet, (1) USB-C Outlet. Includes a 14' (6)-Outlet Black Power Adapter, Mounts on Top or Under Desk BLK = Black (Finish) -- TAG/LOCATION: FCH4CX	$ 191.70	$ 1,725.30
184	30.00	FCH4C BLK Desktop Power Module Including (2) AC Power and (1) USB-A Outlet, (1) USB-C Outlet. Mounts on Top or Under Desk BLK = Black (Finish) -- TAG/LOCATION: FCH4C	$ 123.30	$ 3,699.00

Facilities Resource Inc.
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512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
03/02/22	[redacted]
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
185	39.00	SENA2 BLK Sena Series Gas Spring Dual Monitor Arm, Includes Desk Clamp & Grommet Mount Black -- TAG/LOCATION: Sena2	$ 264.15	$ 10,301.85
186	1.00	[No Product Number] PRODUCT SURCHARGES/PRICE INCREASES	$ 36,740.00	$ 36,740.00
187		FRI Services Include: Design / Receipt / Delivery / Installation **If storage is required storage cost will be prorated based on actual need at a rate $2,000.00 per month.		

NOTES:

*Estimated Materials and Commodity Surcharges have been added to this quote due to current market fluctuations, (Actual Amount Charged will be determined at the time the order is placed).

*Storage of product begins upon receipt of product at FRI Warehouse and will be prorated based on need until all product is delivered to site.

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

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

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

X _____ Date 03/02/22

Brad Schweifler

Facilities Resource Inc.

X _____ Date

Title

Williamson County

SUBTOTAL	$287,729.27
FREIGHT	$0.00
DELIVERY/SET-UP	$24,000.00
SALES TAX (0%)	$0.00
TOTAL	**$311,729.27**
DEPOSIT REQUESTED	$0.00
BALANCE	**$311,729.27**

TERMS AND CONDITIONS

1. The Buyer's signature on a Facilities Resource, Inc. proposal or the issuance of a purchase order from the Buyer to Facilities Resource, Inc. constitutes acceptance and a binding purchase agreement for services. On all orders over $1,000.00 a hard copy PO is requested.
2. Changes requested by Buyer subsequent to manufacturer acknowledgement are subject to Facilities Resource, Inc.'s ability to conform and upon factory approval. All such requests shall be delivered to Facilities Resource, Inc. in writing and accepted by Facilities Resource, Inc. in writing. Resulting additional charges shall be paid by the Buyer.
3. The Buyer warrants that the credit application and other financial statement submitted to Facilities Resource, Inc. are true and correct.
4. In the event construction delays or other causes not within Facilities Resource, Inc.'s control force postponement of the delivery and/or installation, the merchandise can be stored at a rate of $32.00 per GMA pallet per month until installation will take place. The Buyer shall pay any demurrage charges incurred. If your project has been quoted storage fees, the storage fee amount quoted will supersede these costs.
5. Client must hold property insurance for replacement value on merchandise stored in Facilities Resource, Inc. warehouse. FRI will not be responsible for damage due to fire, flood or any other uncontrolled circumstance, for client owned property stored in its warehouse and does not hold insurance for such.
6. Claims for damage in transit will be processed by Facilities Resource, Inc. and damaged merchandise shall be repaired or replaced to the reasonable satisfaction of the Buyer.
7. Wherein product deliveries and labor at site are affected by stairs and no other means (elevator or mechanical lift) of moving products is available, an additional fee will be applied.
8. Storage will be calculated on a monthly basis and charged as prorated on a change order until the product leaves the warehouse. Any storage change order out-standing more than (15) calendar days will cause a hold on the product release.
9. Delivery and installation will be made during Facilities Resource, Inc. regular business hours and according to the service schedule provided to the Buyer. Regular business hours are Monday – Friday, 7:00am – 5:00pm. Buyer will be billed for any additional labor costs resulting from overtime work performed at the Buyer's request. If the space provided is inadequate or requires excessive sorting or storage costs, Buyer shall reimburse Facilities Resource, Inc. for the cost of same. If the space provided is inconveniently located or on a floor different from the installation site, Buyer shall reimburse Facilities Resource, Inc. for the extra costs of transporting merchandise to and from storage. If the merchandise must be moved due to activity of other trades or other reasons, Buyer shall reimburse Facilities Resource, Inc. for the cost of same.
11. Facilities Resource, Inc. shall not be responsible for manufacturer's inability to meet their estimated ship dates. Estimated ship dates are for manufacturers time allowances only and do not include any time allowance for actual shipping and delivery of merchandise.
12. Buyer must keep the job site free and clear of debris before and during the installation. Hoisting or elevator service and adequate facilities for off-loading, staging, moving, and handling of merchandise must be provided by the Buyer and without charge to Facilities Resource, Inc. The Buyer is also responsible for securing all necessary building permits and licenses.
13. After arrival of the merchandise at the site, any loss or damage by weather, trades working at the site, or otherwise, shall be the responsibility of the Buyer.
14. Merchandise will be invoiced upon shipment from the manufacturer. Buyer agrees to pay each invoice within the Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the client 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 licensee's fiscal year in which the payment becomes due. The said rate in shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
15. Any controversy or claim arising out of or relating to this Contract or any breach thereof shall be settled in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof.
16. In the event of default under this agreement, the prevailing party shall be allowed to recover attorney fees in accordance with the determination of the court.
17. In no event shall either party be liable for any special indirect, consequential, incidental damages including, without limitation, damages for loss of business profits, business interruptions or loss of information, even if the other Party has been advised of the possibility of such damages.
18. Facilities Resource, Inc. will provide certificate of insurance acceptable to buyer and insurance that it maintains adequate workers compensation, general liability & property coverage at all times. If a waiver is requested as part of the insurance requirements, a $350.00 fee per waiver will be charged.

19. Unless otherwise specified, all furniture is warranted by Facilities Resource, Inc. to be free from defects in materials and workmanship for the period of time each manufacturer provides on its product from date of delivery. Facilities

Resource, Inc. will repair, adjust, or take corrective action on any problem free of charge within 30 days of purchase or manufacturers earliest notification. Manufacturer's warranties will apply with any charges for labor at the prevailing rates. It is expressly agreed that this warranty is in place and in lieu of all warranties of fitness and merchantability. All used or rental return merchandise is sold on an "AS IS" basis.

20. It shall be understood and agreed that during the term of this agreement and for a period of 12 (twelve) months, thereafter, the Buyer will not directly nor indirectly recruit and/or hire any employee of Facilities Resource, Inc., unless mutually agreed upon between Officers of the Buyer and Facilities Resource, Inc.
21. All additional costs listed above shall include a 25% administrative fee.
22. Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.
23. The above is the entire agreement between the Buyer and Facilities Resource, Inc. It may not be changed without mutual written authorization. These terms apply to the initial order and any subsequent orders.

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

Agreed:

_____ _____

Signature *Date*

Commissioners Court - Regular Session **65.**

Meeting Date: 03/22/2022

Award of RFP #22RFP65 for Standby Generators to Austin Generator Service for Facilities Department

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 Standby Generators to Austin Generator Services, in the amount of $251,303.00, under RFP #22RFP65.

Background

Williamson County sent out 140 notifications for this solicitation to seek suppliers to provide standby generators systems at designated Williamson County premises to provide backup power to the existing Emergency Medical Stations in the event of an interruption in the utility power supply. Two (2) responses were received. Austin Generator Services was determined to be the highest-ranking offer through the evaluation process. The contract amount through negotiations is $251,303.00. Shantil Moore is the point of contact and the funding source: ARPA 445P.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vendor Response

Updated Pricing through Negotiations

Score Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2022 06:15 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 08:08 AM
Form Started By: Johnny Grimaldo		Started On: 03/16/2022 09:17 AM
Final Approval Date: 03/17/2022		

Attachment C - Compensation and Fee
Public Safety / Medic 11
1781 East Old Settlers' Blvd, Round Rock

Diesel Pricing

Service		Price	Estimated Time to Complete	Estimated Duration of Power Outage During Work
Project Planning	$	4,063.00	[redacted]	[redacted]
Installation of New Generator Pad	$	4,620.00	1 day	
Installation of New Electrical System	$	36,608.00	1 week	
Acquisition, Installation and Testing of New Generator	$	89,449.00	1 week	
Transfer Switch	$	13,107.00	2 days	8 hours
Controls and Monitoring System	$	2,131.00	[redacted]	[redacted]
Warranty, per manufacturer's recommendation from Date of Acceptance	$	-		
Electrical Allowance, see 11.6 of Scope of Work	$	25,000.00		
Total Pricing	$	174,978.00		

Attachment F – Past Projects with Corresponding References

Contractor Name: Austin Generator Service

Contractor shall use this exhibit to provide a minimum of three (3) past projects with corresponding references for projects completed within the past five (5) years that illustrate experience in successfully completing work of a similar nature and scope as the work described in this solicitation. Project scope description. Relevant projects should include similar services to those included in this Program.

Include all requested information. ***Failure to return this exhibit (or reasonable facsimile) may result in proposal being considered non-responsive.***

Project 1:

Brief Project Description:
Install 400 KW natural gas generator 1600A transfer switch at 2 facilities.

Project Name/Location:	Police Dept & Community Center - Victoria, TX
Company Name:	City of Victoria
Company Address:	105 West Juan Linn St, Victoria, TX 77901
Company State:	TX

Owner's Representative	Roger Welder
Phone Number:	361-946-4640
Email Address:	rwelder@victoriatx.gov
Service Period:	6/2021 - 2/2022

Original Contract Amount	$ 732,325.00
Final Contract Amount	$ 732,325.00

Contractor's key personnel, including but not limited to: Project Superintendent & Subcontractors:	T.J. Linahan - Project Manager Steve Giannescoli - Journeyman Electrician Edwards Plumbing - subcontractor
Address:	2004 Howard Lane, Austin, TX 78728
Phone Number:	512-251-2247
Email Address:	tj.linahan@austingenerator.com

Project 2:

Brief Project Description:
Install- 150 kW natural gas generator and 150A and 230A transfer switches.

Project Name/Location:	Cowan Creek Amenity Center - Georgetown, TX
Company Name:	Sun City Community Association
Company Address:	2 Texas Drive, Georgetown, TX 78633
Company State:	TX

Owner's Representative	David Hahn
Phone Number:	512-948-7411
Email Address:	david.hahn@sctexas.org
Service Period:	5/2021 - 6/2021

Original Contract Amount	$ 64,514.00
Final Contract Amount	$ 64,514.00

Contractor's key personnel, including but not limited to: Project Superintendent & Subcontractors:	Steve Giannescoli - Journeyman Electrician Jacob Rivera - Journeyman Electrician Palm Excavation - concrete subcontractor
Address:	2004 Howard Lane, Austin, TX 78728
Phone Number:	512-251-2247
Email Address:	

Project 3:

Brief Project Description:
Remove and replace 500 kW diesel generator and 1000A transfer switch. Add docking station and fuel fill station.

Project Name/Location:	San Jacinto Center Generator Replacement - Austin, TX
Company Name:	Cousins Properties
Company Address:	98 San Jacinto Blvd, Austin, TX 78701
Company State:	TX

Owner's Representative	Alan Scarborough
Phone Number:	512-827-1734
Email Address:	ascarborough@cousins.com
Service Period:	8/2020 - 10/2020

Original Contract Amount	$ 205,286.00
Final Contract Amount	$ 209,571.00

Contractor's key personnel, including but not limited to: Project Superintendent & Subcontractors:	T.J. Linahan - Project Manager Steve Giannescoli - Journeyman Electrician 5F Mechanical - subcontractor
Address:	2004 Howard Lane, Austin, TX 78728
Phone Number:	512-251-2247
Email Address:	tj.linahan@austingenerator.com

Number years actively participating in services described herein: (To meet minimum requirements for this RFP, respondent shall be in the business for services described herein for a minimum of 5 years within the past five 5 years, producing items similar in type and quantity to those listed herein.)
44 years providing generator maintenance services 10 years providing turnkey generator installations as an electrical contractor

Provide company background, experience, qualifications & capabilities in areas of goods/services described herein. Attach page if needed.
Attached

Provide present commitments for related or similar services.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Austin Generator Service

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NONE

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NONE

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

02/14/2022

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CANCELLED OR TERMINATED CONTRACTS

RFP-22RFP65
STANDBY GENERATORS

Austin Generator Service has no cancelled or terminated contracts within the last 5 years.

EXECUTIVE SUMMARY

Solicitation 22RFP65
Standby Generators

Austin Generator Service prides itself on being the most comprehensive generator service company in the Central Texas area. AGS not only meets the demands of the noted solicitation but goes beyond the minimum requirements and qualifications for this contract. With a team of highly trained electricians and generator technicians, the AGS service team is very well equipped to meet the requirements for the generator installations in this project. This team, along with AGS' status of being a local generator dealer, allow the company to take on any turnkey project including generator replacements, ATS replacements, fuel tank additions or replacements, electrical infrastructure additions, and much more.

Austin Generator Service is the most qualified Respondent to this RFP based on the wide array of capabilities that it offers along with 40+ years of experience in the generator industry. AGS has proven many times that they can deliver on any generator related project which is shown in its history with local government entities, hospitals, property management companies and many others in the Central Texas region. A full list of company and project references are provided in the designated section in this RFP.

The goods and services provided by AGS are best suited for this contract based on personnel relationships and history of work between AGS and Williamson County. The AGS electrical team has worked with the County electrical department on projects previously and there is a history of successfully completed projects. Additionally, other AGS employees are familiar with the County generator sites having worked on them with other generator companies. Given this history along with AGS' tenure in the marketplace and expertise of qualified technicians, there is a high level of confidence that the relationship between AGS and Williamson County is unparalleled.

Attachment C - Compensation and Fee
Medic 42
1427 North Main Street, Taylor

Diesel Pricing

Service		Price	Estimated Time to Complete	Estimated Duration of Power Outage During Work
Project Planning	$	1,097.00	[redacted]	[redacted]
Installation of New Generator Pad	$	3,850.00	1 day	
Installation of New Electrical System	$	6,510.00	2 days	
Acquisition, Installation and Testing of New Generator	$	19,053.00	1 day	
Transfer Switch	$	877.00	1 day	2 hours
Controls and Monitoring System	$	999.00	[redacted]	
Warranty, per manufacturer's recommendation from Date of Acceptance	$	-		
Total Pricing	$	32,386.00		

Attachment E – Contractor Qualification Form

Contractor shall use this attachment to clearly demonstrate how they meet the requirements set forth in this solicitation. This form may be modified as needed to comply with the requirement to document company information. Failure to return this exhibit may result in the response submission being considered non-responsive. Response Requirements in addition to those outlined in other Evaluation Items include the following information on your firm for the past five (5) fiscal years:

Legal Name of the Company	Austin Welder & Generator Service, Inc.
Company Description	Generator maintenance, sales, electrical services
Place of business (Headquarters):	
Address:	2004 Howard Lane
City:	Austin
State:	TX
Zip:	78728

If different from above; Facility responsible for servicing the contract:	
Address:	
City:	
State:	
Zip:	

Contact Person regarding company's submission to the solicitation, authorized to negotiate contract terms and render binding decisions on contract matters:	
Name & Title:	Ronnie Lane, Business Development Mgr.
Phone & Email:	512-993-1435, ronnie.lane@austingenerator.com

Personnel who will be responsible for management and day-to-day operation of services described in this solicitation.	
Name & Title:	T.J. Lihahan, Master Electrician
Phone & Email:	512-786-2865, tj.lihahan@austingenerator.com

Indicate if your company or any of its subsidiaries filed or met criteria for bankruptcy within the last five years.	
__ Yes ✓ No If yes, explain.	

Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If so, specify date(s), details, circumstances, and prospects for resolution.
No

Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee, officer or member of Williamson County, Texas? If so, please explain.
No

Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If so, please explain the impact both in organization and company direction.
No

Indicate if your company or any of its subsidiaries has been involved in litigation within the last five years.
__ Yes ✓ No If yes, explain.

Number years in business:	44
Number of employees:	40

Attachment C - Compensation and Fee
Medic 41
2604 Northlawn, Taylor

Natural Gas Pricing				
Service		**Price**	**Estimated Time to Complete**	**Estimated Duration of Power Outage During Work**
Project Planning	$	1,064.00	[redacted]	[redacted]
Installation of New Generator Pad	$	3,850.00	1 day	
Installation of New Electrical System	$	6,510.00	2 days	
Acquisition, Installation and Testing of New Generator	$	18,596.00	1 day	
Transfer Switch	$	877.00	1 day	2 hours
Controls and Monitoring System	$	999.00	[redacted]	
Warranty, per manufacturer's recommendation from Date of Acceptance	$	-		
Total Pricing	$	31,896.00		

RELEVANT EXPERIENCE AND QUALIFICATIONS

RFP-22RFP65
STANDBY GENERATORS

Prior Williamson County premises experience:

Austin Generator Service has performed work at sites for Williamson County for 3 years. Preventative maintenance is performed every quarter for 13 sites with existing generators. AGS also performed a transfer switch replacement at the Central Maintenance facility 3 years ago. Generator technicians and electricians have experience working on site in various capacities depending on project requirements.

Demonstrable Experience:

Austin Generator Service has been in business for 44 years as a generator service provider and new equipment vendor. AGS has operated as an electrical contractor for 10 years providing turnkey installations for similar projects to the Medic sites.

Management and Key Personnel:

Kurt Summers – President
Kurt is the owner of Austin Generator Service and oversees the financials and management side of the business.

TJ Linahan – Master Electrician
TJ is the master electrician of whom all the electricians work under. He provides direction to the lead electricians for oversight and management of projects.

Brendan Ching – Service Manager
Brendan is in charge of the service team at AGS. All technicians report to him and he provides tech support for startup and commissioning on these projects.

SD300 | 10.3 | 300 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

Standby Power Rating
300 kW, 375 kVA, 60 Hz

Prime Power Rating*
270 kW, 338 kVA, 60 Hz

*Built in the USA using domestic and foreign parts

*EPA Certified Prime ratings are not available in the US or its Territories

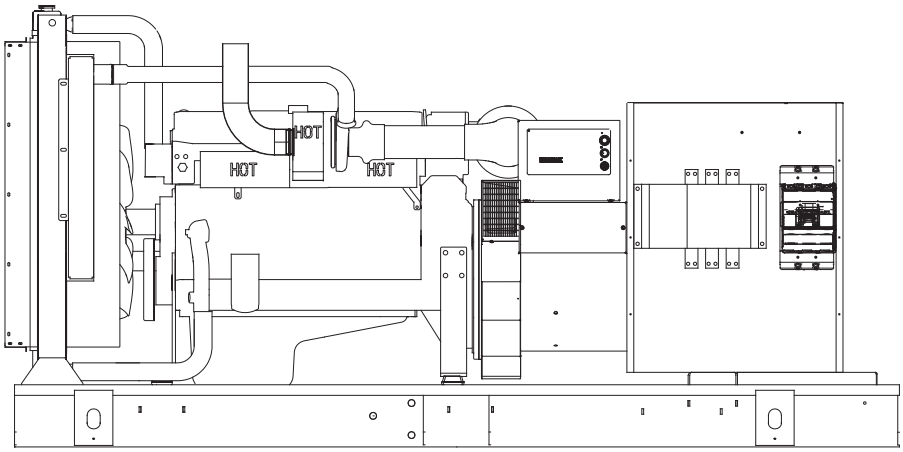


Image used for illustration purposes only

Codes and Standards

Generac products are designed to the following standards:

UL2200, UL508, UL142, UL489

NFPA 37, 70, 99, 110

NEC700, 701, 702, 708

ISO 3046, 7637, 8528, 9001

NEMA ICS10, MG1, 250, ICS6, AB1

ANSI C62.41

IBC 2009, CBC 2010, IBC 2012, ASCE 7-05, ASCE 7-10, ICC-ES AC-156 (2012)

Powering Ahead

For over 50 years, Generac has provided innovative design and superior manufacturing.

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac searched globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial applications under adverse conditions.

Generac is committed to ensuring our customers' service support continues after their generator purchase.

SD300 | 10.3L | 300 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

STANDARD FEATURES

ENGINE SYSTEM

- Oil Drain Extension
- Heavy Duty Air Cleaner
- Fan Guard
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil & Coolant
- Radiator Duct Adapter (Open Set Only)

Fuel System

- Fuel Lockoff Solenoid
- Primary Fuel Filter

Cooling System

- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-Installed Radiator
- Radiator Drain Extension
- 50/50 Ethylene Glycol Antifreeze
- 120 VAC Coolant Heater

Electrical System

- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor

ALTERNATOR SYSTEM

- GENprotect™
- 12 Leads (3-Phase, Non 600V)
- Class H Insulation Material
- Vented Rotor
- 2/3 Pitch
- Skewed Stator
- Auxiliary Voltage Regulator Power Winding
- Permanent Magnet Excitation
- Sealed Bearing
- Automated Manufacturing (Winding, Insertion, Lacing, Varnishing)
- Rotor Dynamically Spin Balanced
- Amortisseur Winding
- Full Load Capacity Alternator
- Protective Thermal Switch

GENERATOR SET

- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Separation of Circuits - Multiple Breakers
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby Rated Units)
- 1 Year Limited Warranty (Prime Rated Units)
- Silencer Mounted in the Discharge Hood (Enclosed Only)

ENCLOSURE (if selected)

- Rust-Proof Fasteners with Nylon Washers to Protect Finish
- High Performance Sound-Absorbing Material (Sound Attenuation Enclosures)
- Gasketed Doors
- Stamped Air-Intake Louvers
- Upward Facing Discharge Hoods (Radiator and Exhaust)
- Stainless Steel Lift Off Door Hinges
- Stainless Steel Lockable Handles
- Rhino Coat™ - Textured Polyester Powder Coat Paint

TANKS (if selected)

- UL 142
- Double Wall
- Vents
- Sloped Top
- Sloped Bottom
- Factory Pressure Tested (2 psi)
- Rupture Basin Alarm
- Fuel Level
- Check Valve In Supply and Return Lines
- Rhino Coat™ - Textured Polyester Powder Coat Paint
- Stainless Steel Hardware

CONTROL SYSTEM



Digital H Control Panel- Dual 4x20 Display

Program Functions

- Programmable Crank Limiter
- 7-Day Programmable Exerciser
- Special Applications Programmable Logic Controller
- RS-232/485 Communications
- 3 Phase Sensing Digital Voltage Regulator
- 2-Wire Start Capability
- Date/Time Fault History (Event Log)
- Isochronous Governor Control
- Waterproof/Sealed Connectors
- Audible Alarms and Shutdowns
- Not in Auto (Flashing Light)
- Auto/Off/Manual Switch
- E-Stop (Red Mushroom-Type)
- NFPA110 Level I and II (Programmable)
- Customizable Alarms, Warnings, and Events
- Modbus® protocol
- Predictive Maintenance Algorithm
- Sealed Boards
- Password Parameter Adjustment Protection
- Single Point Ground
- 16 Channel Remote Trending
- 0.2msec High Speed Remote Trending
- Alarm Information Automatically Annunciated on the Display

Full System Status Display

- Power Output (kW)
- Power Factor
- kW Hours, Total & Last Run
- Real/Reactive/Apparent Power
- All Phase AC Voltage
- All Phase Currents
- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Speed
- Battery Voltage
- Frequency

Alarms and Warnings

- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Overspeed
- Battery Voltage
- Alarms & Warnings Time and Date Stamped
- Snap Shots of Key Operation Parameters During Alarms & Warnings
- Alarms and Warnings Spelled Out (No Alarm Codes)

SD300 | 10.3 | 300 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

CONFIGURABLE OPTIONS

ENGINE SYSTEM

- ○ Oil Make-Up System
- ○ Oil Heater
- ○ Critical Exhaust Silencer

FUEL SYSTEM

- ○ Flexible Fuel Lines
- ○ Primary Fuel Filter

ELECTRICAL SYSTEM

- ○ 10A UL Battery Charger
- ○ Battery Warmer

ALTERNATOR SYSTEM

- ○ Alternator Upsizing
- ○ Anti-Condensation Heater
- ○ Tropical Coating

CIRCUIT BREAKER OPTIONS

- ○ Main Line Circuit Breaker
- ○ 2nd Main Line Circuit Breaker
- ○ Shunt Trip and Auxiliary Contact
- ○ Electronic Trip Breakers

GENERATOR SET

- ○ GenLink® Communications Software (English Only)
- ○ Extended Factory Testing
- ○ IBC Seismic Certification
- ○ 8 Position Load Center
- ○ 2 Year Extended Warranty
- ○ 5 Year Warranty
- ○ 5 Year Extended Warranty
- ○ 7 Year Extended Warranty
- ○ 10 Year Extended Warranty

ENCLOSURE

- ○ Standard Enclosure
- ○ Level 1 Sound Attenuation
- ○ Level 2 Sound Attenuation
- ○ Steel Enclosure
- ○ Aluminum Enclosure
- ○ Up to 200 MPH Wind Load Rating*
- ○ AC/DC Enclosure Lighting Kit
- ○ 12 VDC Enclosure Light Kit
- ○ 120 VAC Enclosure Light Kit

CONTROL SYSTEM

- ○ NFPA 110 Compliant 21-Light Remote Annunciator
- ○ Remote Relay Assembly (8 or 16)
- ○ Oil Temperature Sender with Indication Alarm
- ○ Remote E-Stop (Break Glass-Type, Surface Mount)
- ○ Remote E-Stop (Red Mushroom-Type, Surface Mount)
- ○ Remote E-Stop (Red Mushroom-Type, Flush Mount)
- ○ Remote Communication - Modem
- ○ Remote Communication - Ethernet
- ○ 10A Run Relay
- ○ Ground Fault Indication and Protection Functions

TANKS (SIZE ON LAST PAGE)

- ○ Electric Fuel Level
- ○ Mechanical Fuel Level
- ○ 8” Fill Extension
- ○ 13” Fill Extension
- ○ 19” Fill Extension

ENGINEERED OPTIONS

ENGINE SYSTEM

- ○ Coolant Heater Ball Valves
- ○ Fluid Containment Pan

CONTROL SYSTEM

- ○ Spare Inputs (x4) / Outputs (x4)
- ○ Battery Disconnect Switch

ALTERNATOR SYSTEM

- ○ 3rd Breaker System

GENERATOR SET

- ○ Special Testing

ENCLOSURE

- ○ Motorized Dampers

TANKS

- ○ Overfill Protection Valve
- ○ UL2085 Tank
- ○ ULC S-601 Tank
- ○ Special Fuel Tanks
- ○ Vent Extensions

RATING DEFINITIONS

Standby - Applicable for a varying emergency load for the duration of a utility power outage with no overload capability.

Prime - Applicable for supplying power to a varying load in lieu of utility for an unlimited amount of running time. A 10% overload capacity is available for 1 out of every 12 hours. The Prime Power option is only available on International applications. Power ratings in accordance with ISO 8528-1, Second Edition.

*Consult factory for availability

SD300 | 10.3L | 300 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General

Make	Iveco/FPT
EPA Emissions Compliance	Stationary Emergency
EPA Emissions Reference	See Emission Data Sheet
Cylinder #	6
Type	In-Line
Displacement - L (cu. in)	10.3 (628.54)
Bore - mm (in)	125 (4.92)
Stroke - mm (in)	140 (5.51)
Compression Ratio	16.5:1
Intake Air Method	Turbocharged/Aftercooled
Cylinder Head	4-Valve
Piston Type	Aluminum
Crankshaft Type	Dropped Forged Steel

Engine Governing

Governor	Electronic Isochronous
Frequency Regulation (Steady State)	±0.25%

Lubrication System

Oil Pump Type	Gear
Oil Filter Type	Full Flow
Crankcase Capacity - L (qts)	30 (31.68)

Cooling System

Cooling System Type	Closed Recovery
Water Pump Type	Pre-Lubed, Self Sealing
Fan Type	Pusher
Fan Speed (rpm)	2250
Fan Diameter - mm (in)	762 (30.0)

Fuel System

Fuel Type	Ultra Low Sulfur Diesel Fuel
Fuel Specifications	ASTM
Fuel Filtering (microns)	5
Fuel Inject Pump Make	Electronic
Fuel Pump Type	Engine Driven Gear
Injector Type	Common Rail
Engine Type	Direct Injection
Fuel Supply Line - mm (in.)	12.7 (0.5) NPT
Fuel Return Line - mm (in.)	12.7 (0.5) NPT

Engine Electrical System

System Voltage	24 VDC
Battery Charger Alternator	Std
Battery Size	See Battery Index 0161970SBY
Battery Voltage	12 VDC
Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	520 mm Generac
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	<5%
Telephone Interference Factor (TIF)	< 50

Standard Excitation	Permanent Magnet Excitation
Bearings	Single Sealed Cartridge
Coupling	Direct, Flexible Disc
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Digital
Number of Sensed Phases	All
Regulation Accuracy (Steady State)	±0.25%

SD300 | 10.3 | 300 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

OPERATING DATA

POWER RATINGS

	Standby		Prime	
Three-Phase 120/208 VAC @0.8pf	300 kW	Amps: 1041	270 kW	Amps: 937
Three-Phase 120/240 VAC @0.8pf	300 kW	Amps: 902	270 kW	Amps: 812
Three-Phase 277/480 VAC @0.8pf	300 kW	Amps: 451	270 kW	Amps: 406
Three-Phase 346/600 VAC @0.8pf	300 kW	Amps: 361	270 kW	Amps: 325

STARTING CAPABILITIES (sKVA)

sKVA vs. Voltage Dip

480 VAC							
Alternator	kW	10%	15%	20%	25%	30%	35%
Standard	350	383	575	767	958	1150	1342
Upsize 1	400	387	581	775	968	1162	1356
Upsize 2	500	457	686	914	1143	1371	1600

208/240 VAC							
Alternator	kW	10%	15%	20%	25%	30%	35%
Standard	350	280	410	535	640	770	900
Upsize 1	400	210	350	500	680	875	1100
Upsize 2	450	345	570	835	1100	1460	1710

FUEL CONSUMPTION RATES*

Fuel Pump Lift- ft (m)
3 (1)

Total Fuel Pump Flow (Combustion + Return) - gal/hr (l/hr)
31 (117)

Diesel - gal/hr (l/hr)

Percent Load	Standby	Prime
25%	7.6 (28.7)	6.9 (26.1)
50%	12.6 (47.7)	11.6 (43.9)
75%	17.4 (65.9)	15.8 (59.8)
100%	22.1 (83.7)	19.9 (75.3)

* Fuel supply installation must accommodate fuel consumption rates at 100% load.

COOLING

		Standby	Prime
Coolant Flow per Minute	gal/min (l/min)	95 (360)	95 (360)
Coolant System Capacity	gal (l)	16.6 (63)	16.6 (63)
Heat Rejection to Coolant	BTU/hr	814,783	733,673
Inlet Air	cfm (m^3/hr)	14,505 (411)	14,505 (411)
Maximum Radiator Backpressure	in H_2O	0.5	0.5

COMBUSTION AIR REQUIREMENTS

	Standby	Prime
Flow at Rated Power cfm (m^3/min)	850 (24.07)	765 (21.67)

ENGINE

		Standby	Prime
Rated Engine Speed	rpm	1800	1800
Horsepower at Rated kW**	hp	480	432
Piston Speed	ft/min	1654	1654
BMEP	psi	336	302

EXHAUST

		Standby	Prime
Exhaust Flow (Rated Output)	cfm (m^3/min)	2240 (63.4)	2016 (57.1)
Max. Backpressure (Post Silencer)	in Hg (Kpa)	1.5 (5.1)	1.5 (5.1)
Exhaust Temp (Rated Output - Post Silencer)	°F (°C)	1020 (549)	918 (492)
Exhaust Outlet Size (Open Set)	mm (in)	101.6 (4)	101.6 (4)

** Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

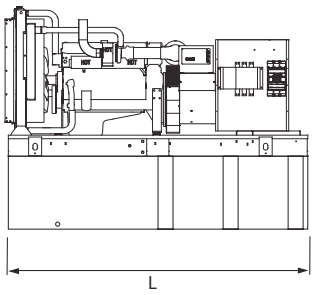
Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.
Please consult a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528 and DIN6271 standards.

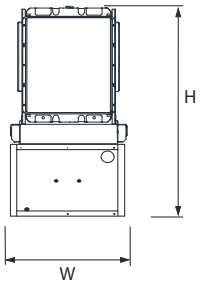
SD300 | 10.3L | 300 kW

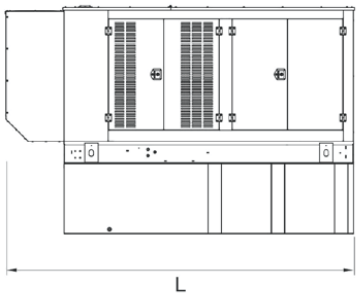
INDUSTRIAL DIESEL GENERATOR SET

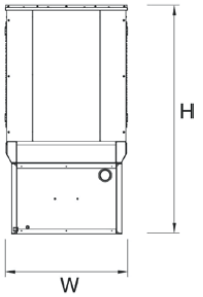
EPA Certified Stationary Emergency

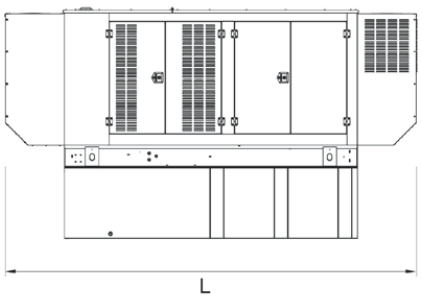
DIMENSIONS AND WEIGHTS*

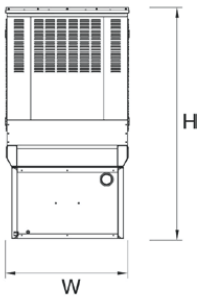


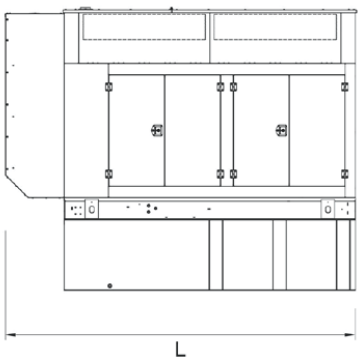


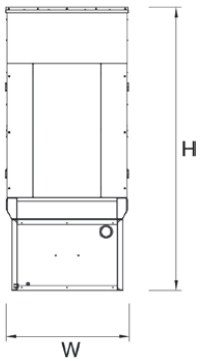












OPEN SET (Includes Exhaust Flex)

Run Time Hours	Usable Capacity Gal (L)	L x W x H in (mm)	Weight lbs (kg)
No Tank	-	136 (3454) x 58 (1473) x 68 (1727)	5816 (2638)
8	183 (693)	136 (3454) x 58 (1473) x 81 (2057)	6764 (3068)
20	438 (1659)	136 (3454) x 58 (1473) x 93 (2362)	7076 (3210)
31	693 (2624)	136 (3454) x 58 (1473) x 105 (2667)	7379 (3347)
43	946 (3518)	208 (5283) x 58 (1473) x 108 (2743)	8841 (4010)
60	1325 (5015)	278 (7061) x 58 (1473) x 108 (2743)	9856 (4471)

STANDARD ENCLOSURE

Run Time Hours	Usable Capacity Gal (L)	L x W x H in (mm)	Weight lbs (kg)	
			Steel	Aluminum
No Tank	-	175 (4445) x 58 (1473) x 78 (1981)		
8	183 (693)	175 (4445) x 58 (1473) x 91 (2311)		
20	438 (1659)	175 (4445) x 58 (1473) x 103 (2616)	1295 (588)	501 (227)
31	693 (2624)	175 (4445) x 58 (1473) x 115 (2921)		
43	946 (3518)	208 (5283) x 58 (1473) x 118 (2997)		
60	1325 (5015)	278 (7061) x 58 (1473) x 118 (2997)		

LEVEL 1 ACOUSTIC ENCLOSURE

Run Time Hours	Usable Capacity Gal (L)	L x W x H in (mm)	Weight lbs (kg)	
			Steel	Aluminum
No Tank	-	200 (5080) x 58 (1473) x 78 (1981)		
8	183 (693)	200 (5080) x 58 (1473) x 91 (2311)		
20	438 (1659)	200 (5080) x 58 (1473) x 103 (2616)	1470 (667)	935 (425)
31	693 (2624)	200 (5080) x 58 (1473) x 115 (2921)		
43	946 (3518)	234 (5944) x 58 (1473) x 118 (2997)		
60	1325 (5015)	304 (7722) x 58 (1473) x 118 (2997)		

LEVEL 2 ACOUSTIC ENCLOSURE

Run Time Hours	Usable Capacity Gal (L)	L x W x H in (mm)	Weight lbs (kg)	
			Steel	Aluminum
No Tank	-	180.6 (4588) x 57.6 (1463) x 107.2 (2724)		
8	183 (693)	180.6 (4588) x 57.6 (1463) x 120 (3048)		
20	438 (1659)	180.6 (4588) x 57.6 (1463) x 132 (3353)	2515 (1141)	1131 (514)
31	693 (2624)	180.6 (4588) x 57.6 (1463) x 144 (3658)		
43	946 (3518)	208 (5283) x 57.6 (1463) x 148(3759)		
60	1325 (5015)	278 (7061) x 57.6 (1463) x 146 (3708)		

* All measurements are approximate and for estimation purposes only.

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Power Systems Industrial Dealer for detailed installation drawings.

SPEC SHEET

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Part No 0185620SBY
Rev. F 06/07/16

SD300 | 10.3 | 300 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

Standby Power Rating
300 kW, 375 kVA, 60 Hz

Prime Power Rating*
270 kW, 338 kVA, 60 Hz

*Built in the USA using domestic and foreign parts

*EPA Certified Prime ratings are not available in the US or its Territories

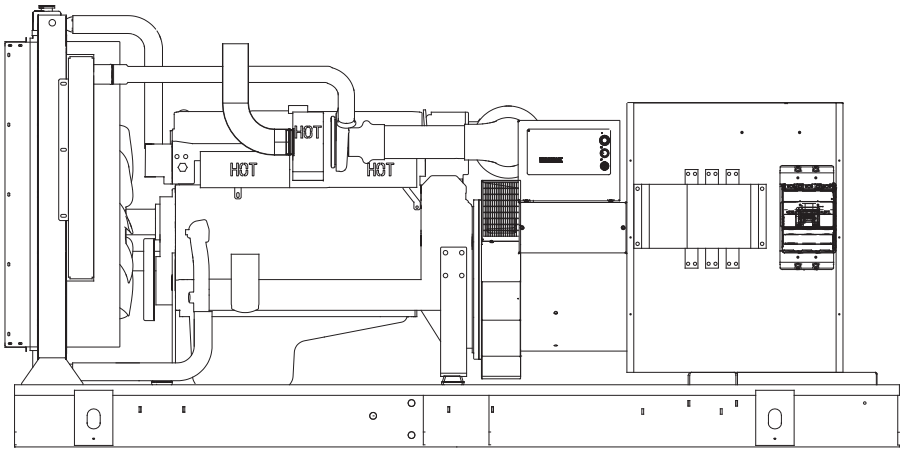


Image used for illustration purposes only

Codes and Standards

Generac products are designed to the following standards:

UL2200, UL508, UL142, UL489

NFPA 37, 70, 99, 110

NEC700, 701, 702, 708

ISO 3046, 7637, 8528, 9001

NEMA ICS10, MG1, 250, ICS6, AB1

ANSI C62.41

IBC 2009, CBC 2010, IBC 2012, ASCE 7-05, ASCE 7-10, ICC-ES AC-156 (2012)

Powering Ahead

For over 50 years, Generac has provided innovative design and superior manufacturing.

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac searched globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial applications under adverse conditions.

Generac is committed to ensuring our customers' service support continues after their generator purchase.

SD300 | 10.3L | 300 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

STANDARD FEATURES

ENGINE SYSTEM

- Oil Drain Extension
- Heavy Duty Air Cleaner
- Fan Guard
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil & Coolant
- Radiator Duct Adapter (Open Set Only)

Fuel System

- Fuel Lockoff Solenoid
- Primary Fuel Filter

Cooling System

- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-Installed Radiator
- Radiator Drain Extension
- 50/50 Ethylene Glycol Antifreeze
- 120 VAC Coolant Heater

Electrical System

- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor

ALTERNATOR SYSTEM

- GENprotect™
- 12 Leads (3-Phase, Non 600V)
- Class H Insulation Material
- Vented Rotor
- 2/3 Pitch
- Skewed Stator
- Auxiliary Voltage Regulator Power Winding
- Permanent Magnet Excitation
- Sealed Bearing
- Automated Manufacturing (Winding, Insertion, Lacing, Varnishing)
- Rotor Dynamically Spin Balanced
- Amortisseur Winding
- Full Load Capacity Alternator
- Protective Thermal Switch

GENERATOR SET

- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Separation of Circuits - Multiple Breakers
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby Rated Units)
- 1 Year Limited Warranty (Prime Rated Units)
- Silencer Mounted in the Discharge Hood (Enclosed Only)

ENCLOSURE (if selected)

- Rust-Proof Fasteners with Nylon Washers to Protect Finish
- High Performance Sound-Absorbing Material (Sound Attenuation Enclosures)
- Gasketed Doors
- Stamped Air-Intake Louvers
- Upward Facing Discharge Hoods (Radiator and Exhaust)
- Stainless Steel Lift Off Door Hinges
- Stainless Steel Lockable Handles
- Rhino Coat™ - Textured Polyester Powder Coat Paint

TANKS (if selected)

- UL 142
- Double Wall
- Vents
- Sloped Top
- Sloped Bottom
- Factory Pressure Tested (2 psi)
- Rupture Basin Alarm
- Fuel Level
- Check Valve In Supply and Return Lines
- Rhino Coat™ - Textured Polyester Powder Coat Paint
- Stainless Steel Hardware

CONTROL SYSTEM



Digital H Control Panel- Dual 4x20 Display

Program Functions

- Programmable Crank Limiter
- 7-Day Programmable Exerciser
- Special Applications Programmable Logic Controller
- RS-232/485 Communications
- 3 Phase Sensing Digital Voltage Regulator
- 2-Wire Start Capability
- Date/Time Fault History (Event Log)
- Isochronous Governor Control
- Waterproof/Sealed Connectors
- Audible Alarms and Shutdowns
- Not in Auto (Flashing Light)
- Auto/Off/Manual Switch
- E-Stop (Red Mushroom-Type)
- NFPA110 Level I and II (Programmable)
- Customizable Alarms, Warnings, and Events
- Modbus® protocol
- Predictive Maintenance Algorithm
- Sealed Boards
- Password Parameter Adjustment Protection
- Single Point Ground
- 16 Channel Remote Trending
- 0.2msec High Speed Remote Trending
- Alarm Information Automatically Annunciated on the Display

Full System Status Display

- Power Output (kW)
- Power Factor
- kW Hours, Total & Last Run
- Real/Reactive/Apparent Power
- All Phase AC Voltage
- All Phase Currents
- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Speed
- Battery Voltage
- Frequency

Alarms and Warnings

- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Overspeed
- Battery Voltage
- Alarms & Warnings Time and Date Stamped
- Snap Shots of Key Operation Parameters During Alarms & Warnings
- Alarms and Warnings Spelled Out (No Alarm Codes)

SD300 | 10.3 | 300 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

CONFIGURABLE OPTIONS

ENGINE SYSTEM

- ○ Oil Make-Up System
- ○ Oil Heater
- ○ Critical Exhaust Silencer

FUEL SYSTEM

- ○ Flexible Fuel Lines
- ○ Primary Fuel Filter

ELECTRICAL SYSTEM

- ○ 10A UL Battery Charger
- ○ Battery Warmer

ALTERNATOR SYSTEM

- ○ Alternator Upsizing
- ○ Anti-Condensation Heater
- ○ Tropical Coating

CIRCUIT BREAKER OPTIONS

- ○ Main Line Circuit Breaker
- ○ 2nd Main Line Circuit Breaker
- ○ Shunt Trip and Auxiliary Contact
- ○ Electronic Trip Breakers

GENERATOR SET

- ○ GenLink® Communications Software (English Only)
- ○ Extended Factory Testing
- ○ IBC Seismic Certification
- ○ 8 Position Load Center
- ○ 2 Year Extended Warranty
- ○ 5 Year Warranty
- ○ 5 Year Extended Warranty
- ○ 7 Year Extended Warranty
- ○ 10 Year Extended Warranty

ENCLOSURE

- ○ Standard Enclosure
- ○ Level 1 Sound Attenuation
- ○ Level 2 Sound Attenuation
- ○ Steel Enclosure
- ○ Aluminum Enclosure
- ○ Up to 200 MPH Wind Load Rating*
- ○ AC/DC Enclosure Lighting Kit
- ○ 12 VDC Enclosure Light Kit
- ○ 120 VAC Enclosure Light Kit

CONTROL SYSTEM

- ○ NFPA 110 Compliant 21-Light Remote Annunciator
- ○ Remote Relay Assembly (8 or 16)
- ○ Oil Temperature Sender with Indication Alarm
- ○ Remote E-Stop (Break Glass-Type, Surface Mount)
- ○ Remote E-Stop (Red Mushroom-Type, Surface Mount)
- ○ Remote E-Stop (Red Mushroom-Type, Flush Mount)
- ○ Remote Communication - Modem
- ○ Remote Communication - Ethernet
- ○ 10A Run Relay
- ○ Ground Fault Indication and Protection Functions

TANKS (SIZE ON LAST PAGE)

- ○ Electric Fuel Level
- ○ Mechanical Fuel Level
- ○ 8” Fill Extension
- ○ 13” Fill Extension
- ○ 19” Fill Extension

ENGINEERED OPTIONS

ENGINE SYSTEM

- ○ Coolant Heater Ball Valves
- ○ Fluid Containment Pan

CONTROL SYSTEM

- ○ Spare Inputs (x4) / Outputs (x4)
- ○ Battery Disconnect Switch

ALTERNATOR SYSTEM

- ○ 3rd Breaker System

GENERATOR SET

- ○ Special Testing

ENCLOSURE

- ○ Motorized Dampers

TANKS

- ○ Overfill Protection Valve
- ○ UL2085 Tank
- ○ ULC S-601 Tank
- ○ Special Fuel Tanks
- ○ Vent Extensions

RATING DEFINITIONS

Standby - Applicable for a varying emergency load for the duration of a utility power outage with no overload capability.

Prime - Applicable for supplying power to a varying load in lieu of utility for an unlimited amount of running time. A 10% overload capacity is available for 1 out of every 12 hours. The Prime Power option is only available on International applications. Power ratings in accordance with ISO 8528-1, Second Edition.

*Consult factory for availability

SD300 | 10.3L | 300 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General

Make	Iveco/FPT
EPA Emissions Compliance	Stationary Emergency
EPA Emissions Reference	See Emission Data Sheet
Cylinder #	6
Type	In-Line
Displacement - L (cu. in)	10.3 (628.54)
Bore - mm (in)	125 (4.92)
Stroke - mm (in)	140 (5.51)
Compression Ratio	16.5:1
Intake Air Method	Turbocharged/Aftercooled
Cylinder Head	4-Valve
Piston Type	Aluminum
Crankshaft Type	Dropped Forged Steel

Engine Governing

Governor	Electronic Isochronous
Frequency Regulation (Steady State)	±0.25%

Lubrication System

Oil Pump Type	Gear
Oil Filter Type	Full Flow
Crankcase Capacity - L (qts)	30 (31.68)

Cooling System

Cooling System Type	Closed Recovery
Water Pump Type	Pre-Lubed, Self Sealing
Fan Type	Pusher
Fan Speed (rpm)	2250
Fan Diameter - mm (in)	762 (30.0)

Fuel System

Fuel Type	Ultra Low Sulfur Diesel Fuel
Fuel Specifications	ASTM
Fuel Filtering (microns)	5
Fuel Inject Pump Make	Electronic
Fuel Pump Type	Engine Driven Gear
Injector Type	Common Rail
Engine Type	Direct Injection
Fuel Supply Line - mm (in.)	12.7 (0.5) NPT
Fuel Return Line - mm (in.)	12.7 (0.5) NPT

Engine Electrical System

System Voltage	24 VDC
Battery Charger Alternator	Std
Battery Size	See Battery Index 0161970SBY
Battery Voltage	12 VDC
Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	520 mm Generac
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	<5%
Telephone Interference Factor (TIF)	< 50

Standard Excitation	Permanent Magnet Excitation
Bearings	Single Sealed Cartridge
Coupling	Direct, Flexible Disc
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Digital
Number of Sensed Phases	All
Regulation Accuracy (Steady State)	±0.25%

SD300 | 10.3 | 300 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

OPERATING DATA

POWER RATINGS

	Standby		Prime	
Three-Phase 120/208 VAC @0.8pf	300 kW	Amps: 1041	270 kW	Amps: 937
Three-Phase 120/240 VAC @0.8pf	300 kW	Amps: 902	270 kW	Amps: 812
Three-Phase 277/480 VAC @0.8pf	300 kW	Amps: 451	270 kW	Amps: 406
Three-Phase 346/600 VAC @0.8pf	300 kW	Amps: 361	270 kW	Amps: 325

STARTING CAPABILITIES (sKVA)

sKVA vs. Voltage Dip

480 VAC							
Alternator	kW	10%	15%	20%	25%	30%	35%
Standard	350	383	575	767	958	1150	1342
Upsize 1	400	387	581	775	968	1162	1356
Upsize 2	500	457	686	914	1143	1371	1600

208/240 VAC							
Alternator	kW	10%	15%	20%	25%	30%	35%
Standard	350	280	410	535	640	770	900
Upsize 1	400	210	350	500	680	875	1100
Upsize 2	450	345	570	835	1100	1460	1710

FUEL CONSUMPTION RATES*

Fuel Pump Lift- ft (m)
3 (1)

Total Fuel Pump Flow (Combustion + Return) - gal/hr (l/hr)
31 (117)

Diesel - gal/hr (l/hr)

Percent Load	Standby	Prime
25%	7.6 (28.7)	6.9 (26.1)
50%	12.6 (47.7)	11.6 (43.9)
75%	17.4 (65.9)	15.8 (59.8)
100%	22.1 (83.7)	19.9 (75.3)

* Fuel supply installation must accommodate fuel consumption rates at 100% load.

COOLING

		Standby	Prime
Coolant Flow per Minute	gal/min (l/min)	95 (360)	95 (360)
Coolant System Capacity	gal (l)	16.6 (63)	16.6 (63)
Heat Rejection to Coolant	BTU/hr	814,783	733,673
Inlet Air	cfm (m^3/hr)	14,505 (411)	14,505 (411)
Maximum Radiator Backpressure	in H_2O	0.5	0.5

COMBUSTION AIR REQUIREMENTS

	Standby	Prime
Flow at Rated Power cfm (m^3/min)	850 (24.07)	765 (21.67)

ENGINE

		Standby	Prime
Rated Engine Speed	rpm	1800	1800
Horsepower at Rated kW**	hp	480	432
Piston Speed	ft/min	1654	1654
BMEP	psi	336	302

EXHAUST

		Standby	Prime
Exhaust Flow (Rated Output)	cfm (m^3/min)	2240 (63.4)	2016 (57.1)
Max. Backpressure (Post Silencer)	in Hg (Kpa)	1.5 (5.1)	1.5 (5.1)
Exhaust Temp (Rated Output - Post Silencer)	°F (°C)	1020 (549)	918 (492)
Exhaust Outlet Size (Open Set)	mm (in)	101.6 (4)	101.6 (4)

** Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

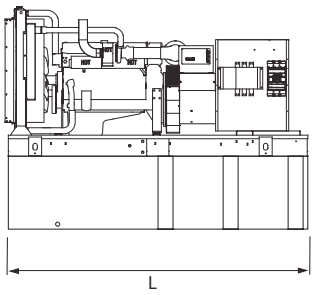
Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.
Please consult a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528 and DIN6271 standards.

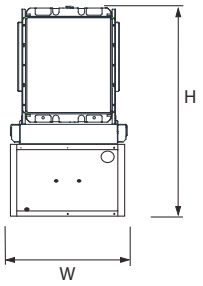
SD300 | 10.3L | 300 kW

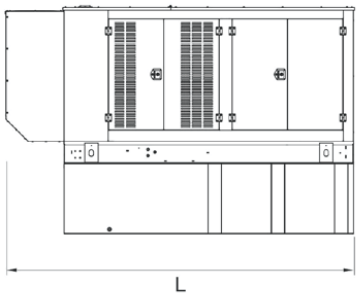
INDUSTRIAL DIESEL GENERATOR SET

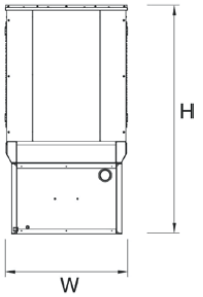
EPA Certified Stationary Emergency

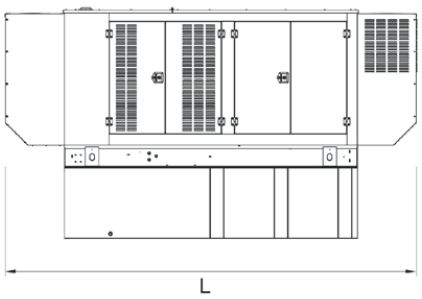
DIMENSIONS AND WEIGHTS*

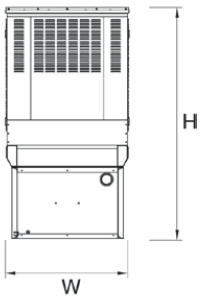


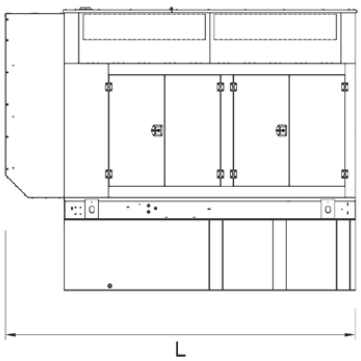


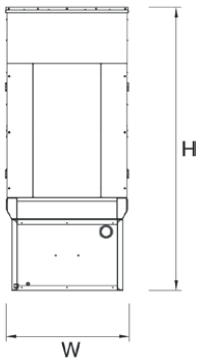












OPEN SET (Includes Exhaust Flex)

Run Time Hours	Usable Capacity Gal (L)	L x W x H in (mm)	Weight lbs (kg)
No Tank	-	136 (3454) x 58 (1473) x 68 (1727)	5816 (2638)
8	183 (693)	136 (3454) x 58 (1473) x 81 (2057)	6764 (3068)
20	438 (1659)	136 (3454) x 58 (1473) x 93 (2362)	7076 (3210)
31	693 (2624)	136 (3454) x 58 (1473) x 105 (2667)	7379 (3347)
43	946 (3518)	208 (5283) x 58 (1473) x 108 (2743)	8841 (4010)
60	1325 (5015)	278 (7061) x 58 (1473) x 108 (2743)	9856 (4471)

STANDARD ENCLOSURE

Run Time Hours	Usable Capacity Gal (L)	L x W x H in (mm)	Weight lbs (kg)	
			Steel	Aluminum
No Tank	-	175 (4445) x 58 (1473) x 78 (1981)		
8	183 (693)	175 (4445) x 58 (1473) x 91 (2311)		
20	438 (1659)	175 (4445) x 58 (1473) x 103 (2616)	1295 (588)	501 (227)
31	693 (2624)	175 (4445) x 58 (1473) x 115 (2921)		
43	946 (3518)	208 (5283) x 58 (1473) x 118 (2997)		
60	1325 (5015)	278 (7061) x 58 (1473) x 118 (2997)		

LEVEL 1 ACOUSTIC ENCLOSURE

Run Time Hours	Usable Capacity Gal (L)	L x W x H in (mm)	Weight lbs (kg)	
			Steel	Aluminum
No Tank	-	200 (5080) x 58 (1473) x 78 (1981)		
8	183 (693)	200 (5080) x 58 (1473) x 91 (2311)		
20	438 (1659)	200 (5080) x 58 (1473) x 103 (2616)	1470 (667)	935 (425)
31	693 (2624)	200 (5080) x 58 (1473) x 115 (2921)		
43	946 (3518)	234 (5944) x 58 (1473) x 118 (2997)		
60	1325 (5015)	304 (7722) x 58 (1473) x 118 (2997)		

LEVEL 2 ACOUSTIC ENCLOSURE

Run Time Hours	Usable Capacity Gal (L)	L x W x H in (mm)	Weight lbs (kg)	
			Steel	Aluminum
No Tank	-	180.6 (4588) x 57.6 (1463) x 107.2 (2724)		
8	183 (693)	180.6 (4588) x 57.6 (1463) x 120 (3048)		
20	438 (1659)	180.6 (4588) x 57.6 (1463) x 132 (3353)	2515 (1141)	1131 (514)
31	693 (2624)	180.6 (4588) x 57.6 (1463) x 144 (3658)		
43	946 (3518)	208 (5283) x 57.6 (1463) x 148(3759)		
60	1325 (5015)	278 (7061) x 57.6 (1463) x 146 (3708)		

* All measurements are approximate and for estimation purposes only.

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Power Systems Industrial Dealer for detailed installation drawings.

SPEC SHEET

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Part No 0185620SBY
Rev. F 06/07/16

PROPOSED METHODOLOGY

RFP-22RFP65
STANDBY GENERATORS

Austin Generator Service intends to collaborate with Williamson County to provide an efficient installation process for this project. Below is a tentative schedule for the workflow of all phases of the project. Medic 11 will require the most extensive work of the 3 sites.

Planning and Scheduling: Communicate with Wilco contact when electricians will be on site and convey the duration of time required for each phase. Schedules will be provided 2 weeks in advance of work to take place.

Phase 1: Underground electrical work for conduits, ATS installation (shutdown at Medic 11)
Phase 2: Construction of concrete pad
Phase 3: Delivery and installation of generator onto pad, electrical connections
Phase 4: Diesel fuel fill, plumbing for natural gas (Medic 41)
Phase 5: Final testing, startup and commissioning

Our biggest challenge to completing deliverables as scheduled will be lead times on equipment. We will be continuously monitoring this to be able to stick with the proposed schedules as much as possible. Any changes or obstacles that occur on site will be communicated directly that day and updates to the schedule will be made at that time. Clear communication between AGS and Wilco contacts will ensure that the projects stay on schedule and can be completed in the most efficient manner.

Updated Pricing result of negotiations.

Attached is the updated pricing schedules Medic 41 and Medic 42, as we request. This pricing includes the industrial generators with the block heater and remote annunciator for Medic 41 and Medic 42 – as these items were not originally quoted. Medic 11 was originally quoted with remote annunciator and block heater, so no price change was submitted. Below is the breakdown of pricing – from what was originally submitted to the new pricing – New pricing quote for all three generators based on RFP is $251,303.00. If you have no questions or issues with this pricing, please

	Austin	New Pricing - Austin Generator
Medic 11	$ 174,978.00	$ 174,978.00
Medic 42	$ 32,386.00	$ 39,400.00
Medic 41	$ 31,896.00	$ 36,925.00
Total	$ 239,260.00	$ 251,303.00
Difference		4.79%

Williamson County 22RFP65 RFP Standby Generators

02.28.2022

Evaluation Criteria	Max Points		Austin Generator Service	Doyle Electric
Company Information	5		5	5
Relevent Experience and Qualifications	30		30	30
Proposed Methodology	20		18	10
Compensation and Fees	35		35	23
Medic 11, 41 and 42 Cost			$ 239,260.00	$ 360,841.00
References	10		10	10
Total	100		98	78

	Doyle	Austin
	231995	174978
	61343	32386
	67503	31896
	360841	239260

[redacted]

Commissioners Court - Regular Session **66.**

Meeting Date: 03/22/2022

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	02/16/2022 08:10 AM
Form Started By: Vicky Edwards		Started On: 02/15/2022 03:30 PM
Final Approval Date: 02/16/2022		

Commissioners Court - Regular Session **67.**

Meeting Date: 03/22/2022

Receive the March 2022 Construction Summary Report and PowerPoint Presentation.

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the March 2022 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

March 2022 Construction Summary Report

March 2022 PowerPoint Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/17/2022 11:46 AM
Form Started By: Marie Walters		Started On: 03/15/2022 10:53 AM
Final Approval Date: 03/17/2022		

ROAD BOND PROGRAM

Construction Summary Report

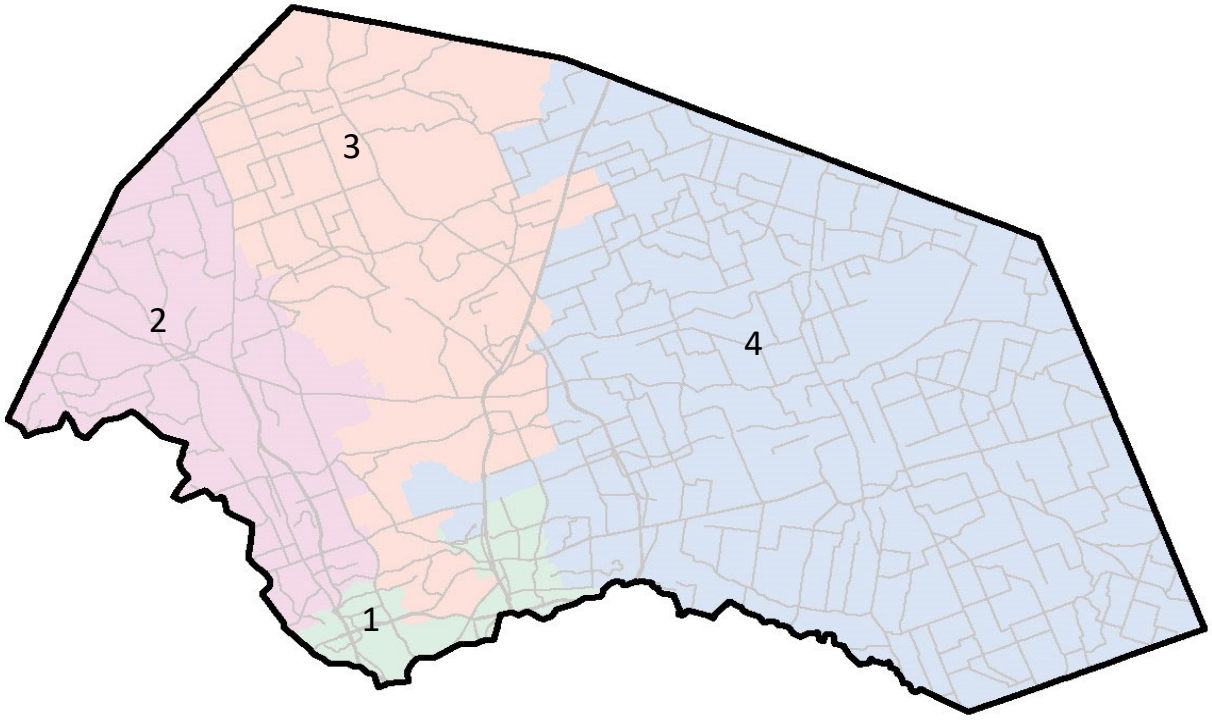
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

March 2022

WWW.ROADBOND.ORG

Volume XXI - Issue No.03



Presented By: HNTB

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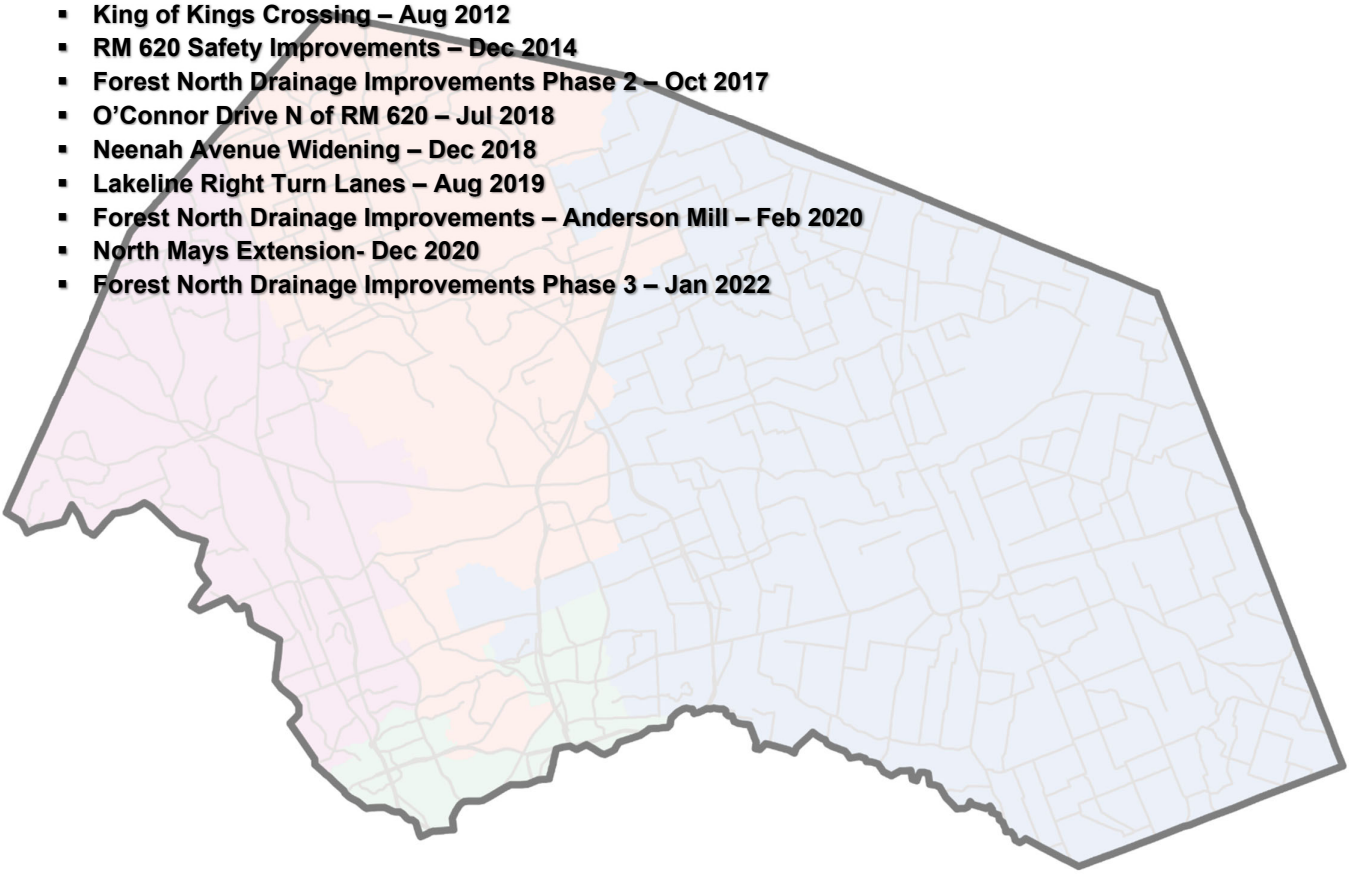
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2022

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Forest North Drainage Improvements – Anderson Mill – Feb 2020**
- **North Mays Extension- Dec 2020**
- **Forest North Drainage Improvements Phase 3 – Jan 2022**



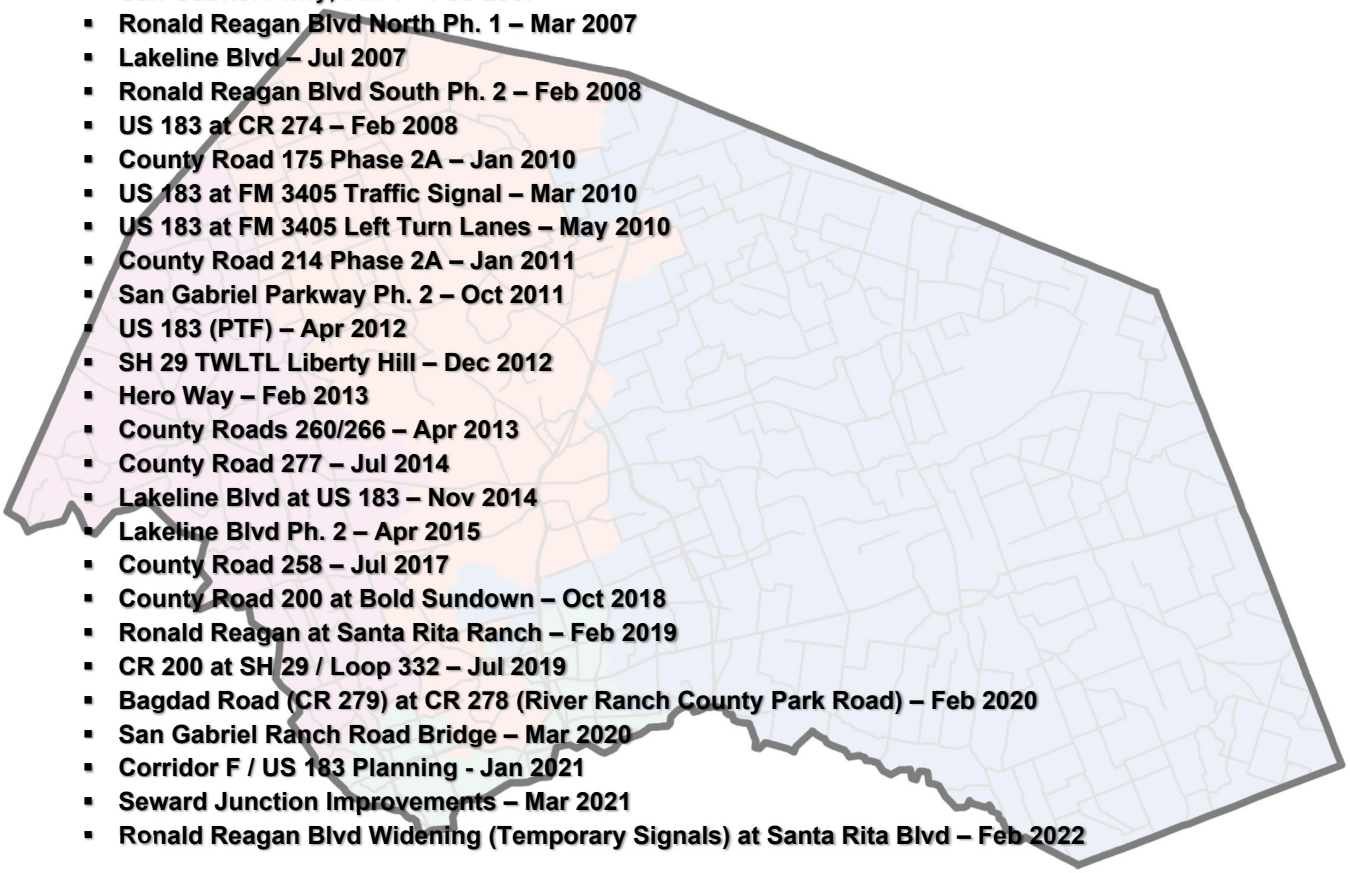
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2022

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**
- **Corridor F / US 183 Planning - Jan 2021**
- **Seward Junction Improvements – Mar 2021**
- **Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022**



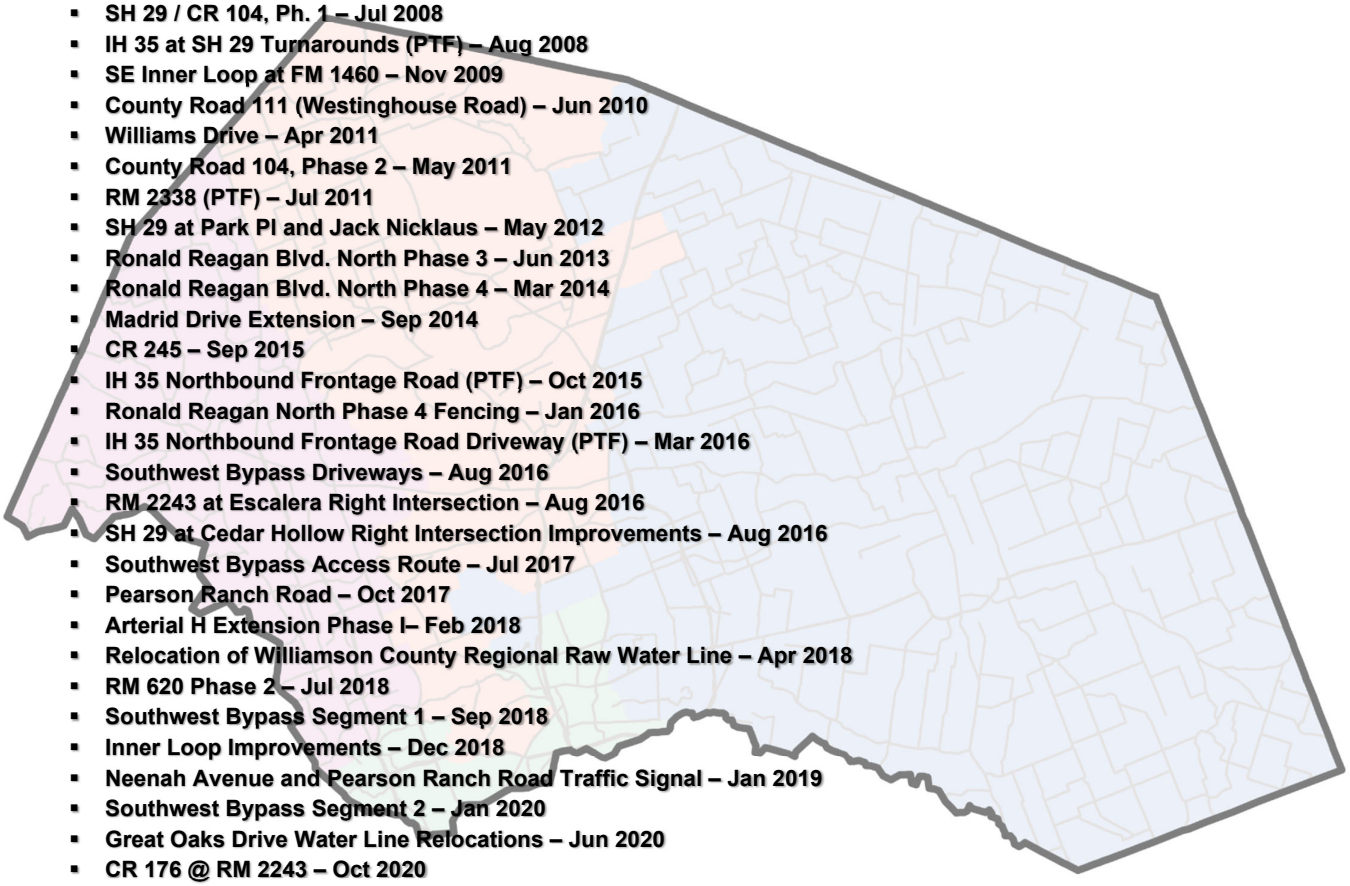
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2022

Precinct 3

- **Cedar Hollow at SH 29 (signal) – Aug 2002**
- **Georgetown Inner Loop Project 2 – Aug 2003**
- **Georgetown Inner Loop Project 1 – Jun 2004**
- **Georgetown Inner Loop East Extension – Sep 2004**
- **County Road 152 Bridge Replacement – Sep 2004**
- **Inner Loop East (CR 151 to Bus 35) – Oct 2005**
- **Ronald Reagan Blvd North, Ph. 2 – May 2008**
- **12" Water Main Relocation for SH 29 Widening – Jun 2008**
- **SH 29 / CR 104, Ph. 1 – Jul 2008**
- **IH 35 at SH 29 Turnarounds (PTF) – Aug 2008**
- **SE Inner Loop at FM 1460 – Nov 2009**
- **County Road 111 (Westinghouse Road) – Jun 2010**
- **Williams Drive – Apr 2011**
- **County Road 104, Phase 2 – May 2011**
- **RM 2338 (PTF) – Jul 2011**
- **SH 29 at Park Pl and Jack Nicklaus – May 2012**
- **Ronald Reagan Blvd. North Phase 3 – Jun 2013**
- **Ronald Reagan Blvd. North Phase 4 – Mar 2014**
- **Madrid Drive Extension – Sep 2014**
- **CR 245 – Sep 2015**
- **IH 35 Northbound Frontage Road (PTF) – Oct 2015**
- **Ronald Reagan North Phase 4 Fencing – Jan 2016**
- **IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016**
- **Southwest Bypass Driveways – Aug 2016**
- **RM 2243 at Escalera Right Intersection – Aug 2016**
- **SH 29 at Cedar Hollow Right Intersection Improvements – Aug 2016**
- **Southwest Bypass Access Route – Jul 2017**
- **Pearson Ranch Road – Oct 2017**
- **Arterial H Extension Phase I– Feb 2018**
- **Relocation of Williamson County Regional Raw Water Line – Apr 2018**
- **RM 620 Phase 2 – Jul 2018**
- **Southwest Bypass Segment 1 – Sep 2018**
- **Inner Loop Improvements – Dec 2018**
- **Neenah Avenue and Pearson Ranch Road Traffic Signal – Jan 2019**
- **Southwest Bypass Segment 2 – Jan 2020**
- **Great Oaks Drive Water Line Relocations – Jun 2020**
- **CR 176 @ RM 2243 – Oct 2020**
- **IH 35 Ramp Reversals and Frontage Road Conversion – Dec 2020**
- **Ronald Reagan Boulevard at Silver Spur Boulevard – June 2021**
- **Ronald Reagan Boulevard at Sun City – June 2021**
- **O'Connor Drive Traffic Signals – Nov 2021**
- **Corridor H/Sam Bass Road Interim Signals – May 2021**
- **Hairy Man Road/Brushy Creek Road Safety Improvements- Dec 2021**



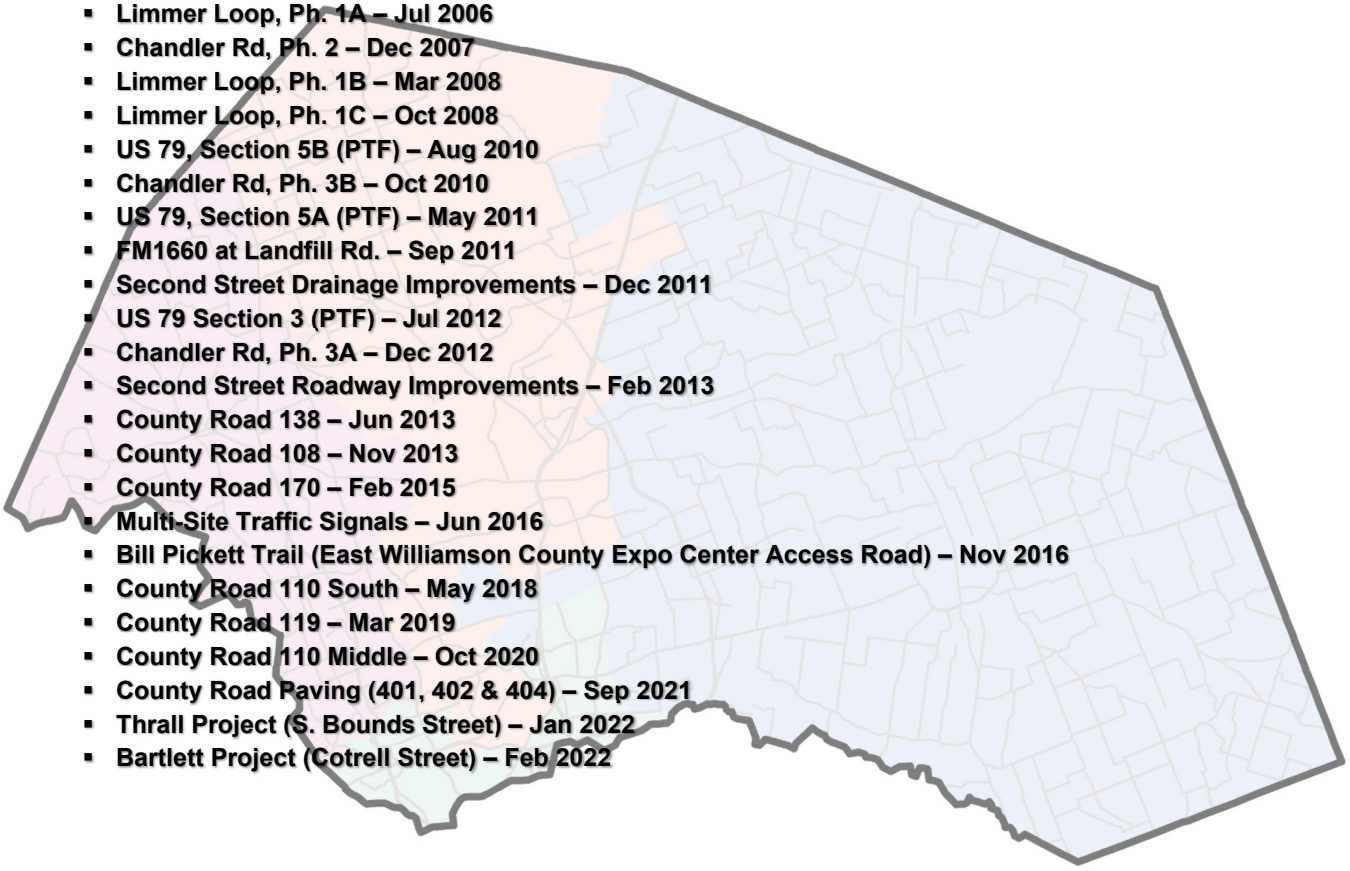
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

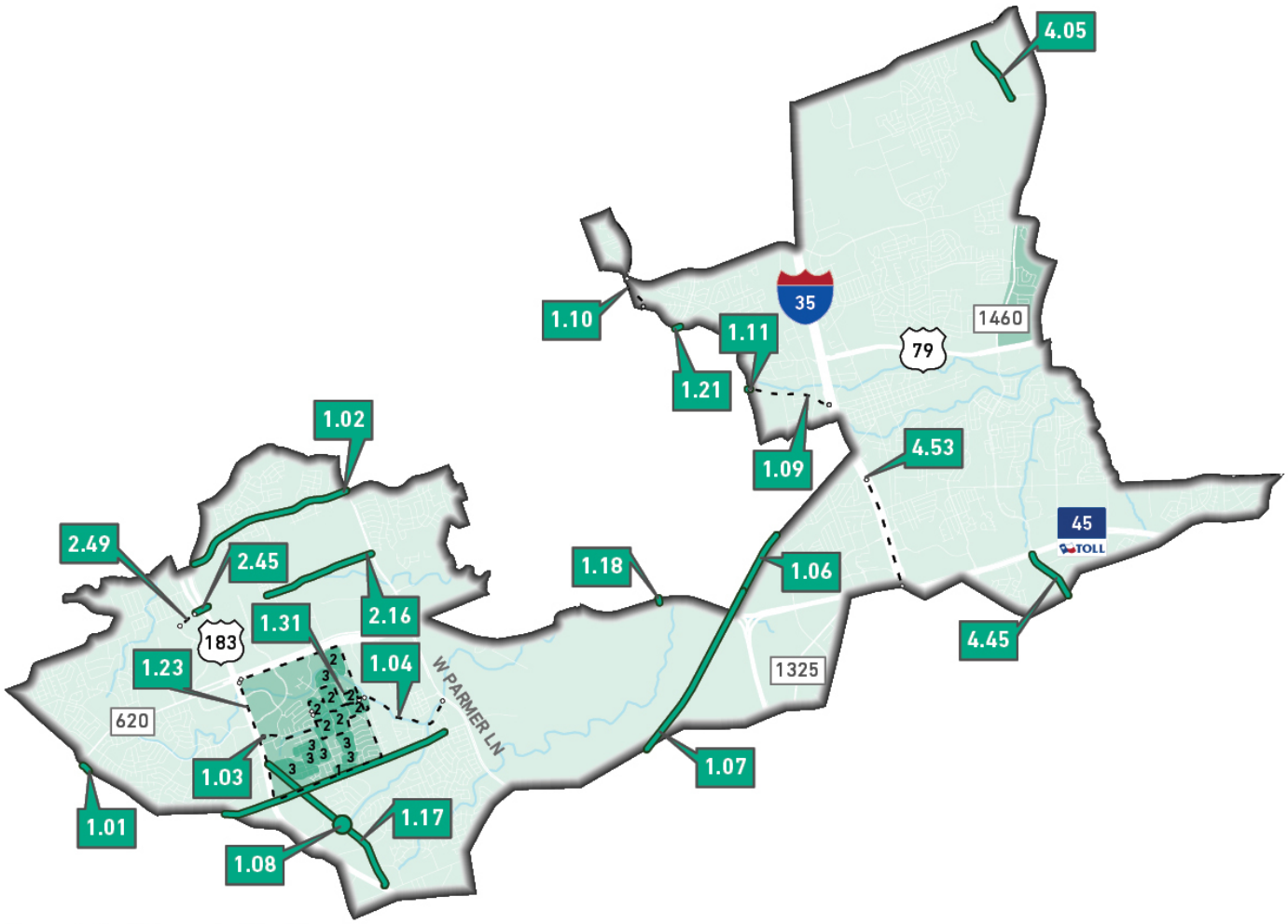
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2022

Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge Replacement – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Improvements – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Improvements – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi-Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**
- **County Road 110 Middle – Oct 2020**
- **County Road Paving (401, 402 & 404) – Sep 2021**
- **Thrall Project (S. Bounds Street) – Jan 2022**
- **Bartlett Project (Cotrell Street) – Feb 2022**



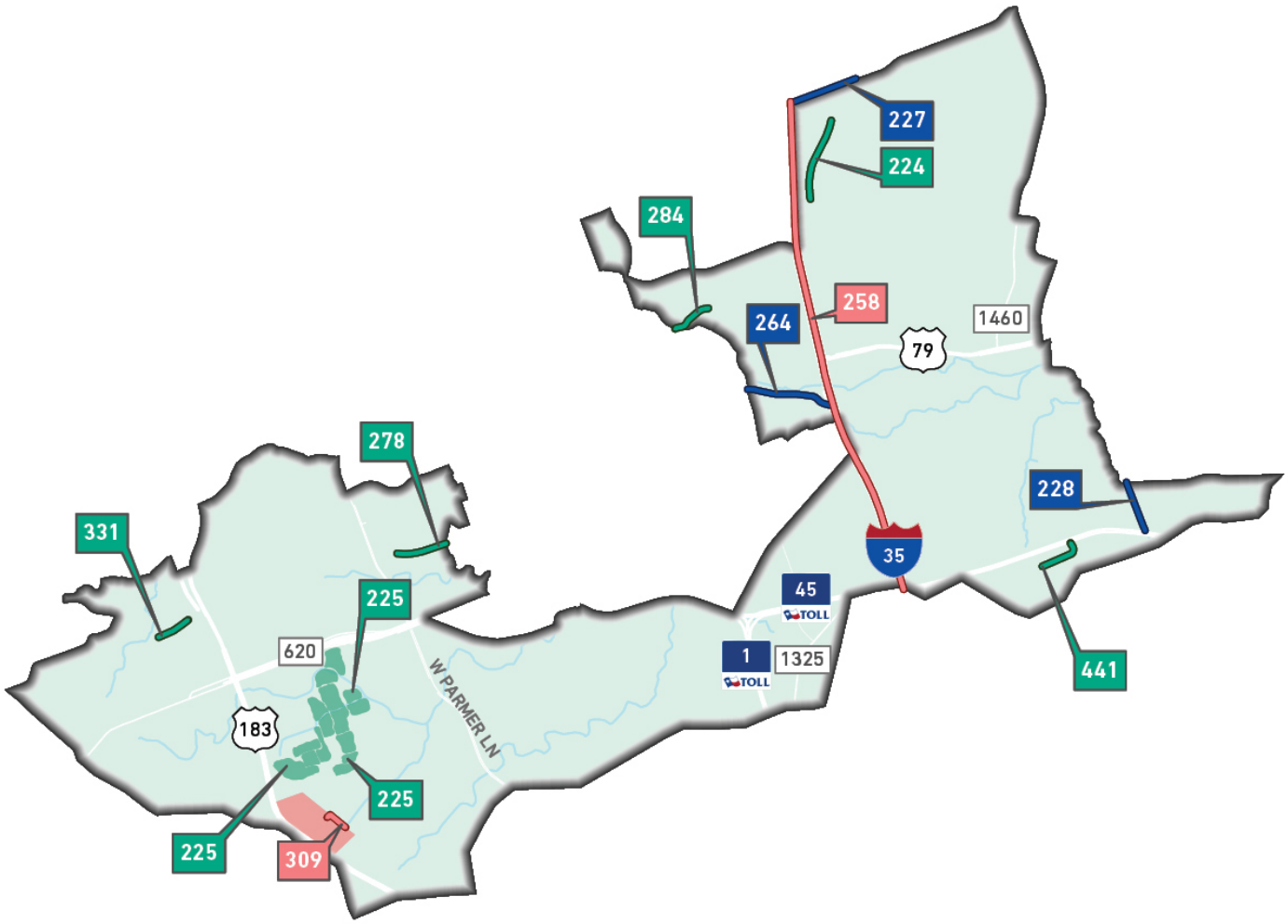
2000/2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage - Phase 1
1.04 Lake Creek Drainage - Phase 2
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility Study
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Study - Phase 1
1.31 Forest North Drainage Improvements - Phase 2 (design)
1.31 Forest North Drainage Improvements - Phase 3 (design)
2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
2.45 Lakeline Blvd. at US 183
2.49 Lakeline Blvd. Right Turn Lanes (Design)
4.05 CR 112 - Phase 1
4.45 CR 170
4.53 IH 35 Operational Analysis

2013 ROAD BOND PROGRAM PROJECTS
Precinct 1 - Commissioner Cook

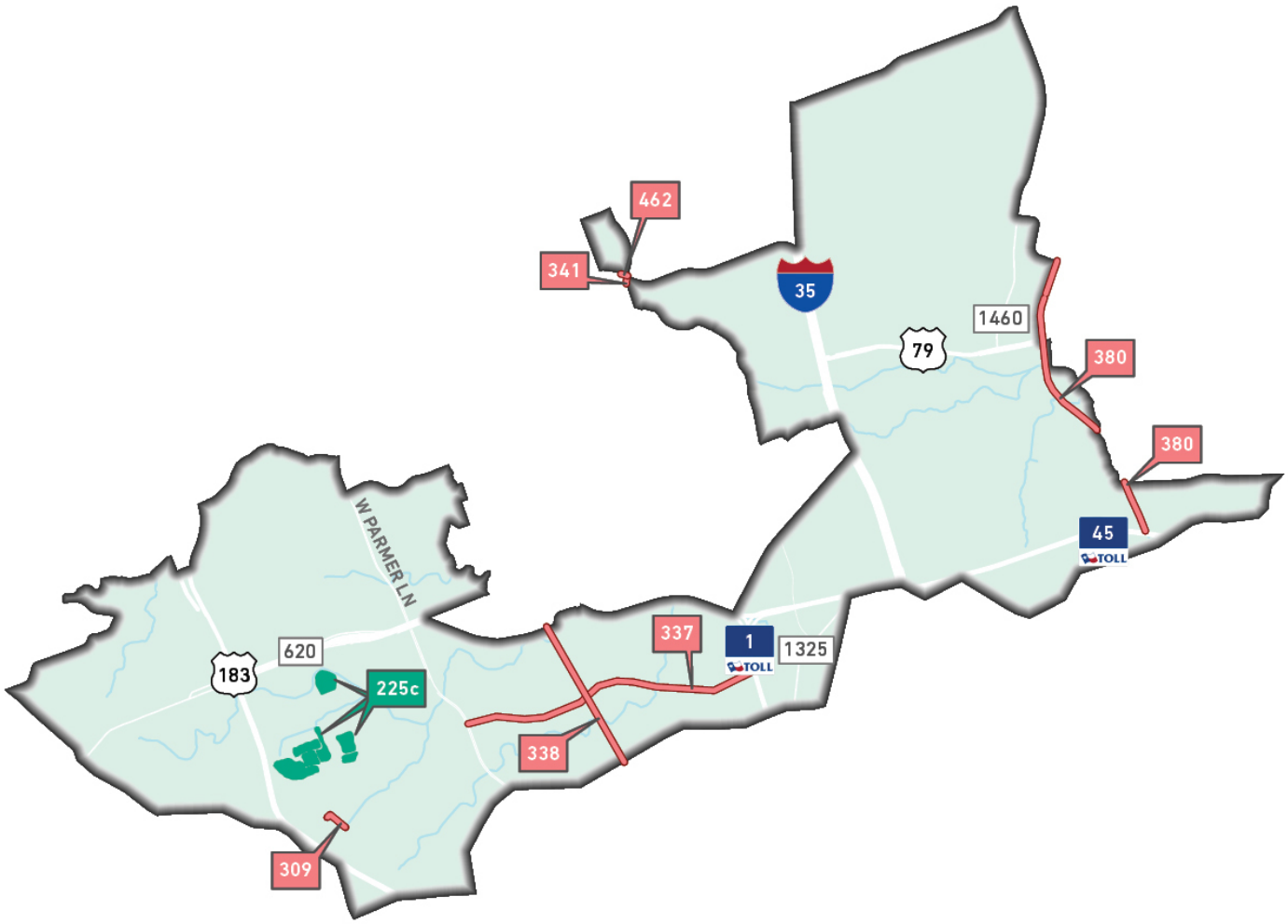


In Design
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
309 Pond Springs Road Area Drainage Improvements (Pond Springs Road area)

Under Construction/Bidding
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Boulevard Segments 2 and 3 (Forest Creek Boulevard to SH 45)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Completed/Open to Traffic
224 North Mays Extension (Paloma Drive to Oakmont Drive)
225 Forest North Drainage Improvements Anderson Mill Zone
225 Forest North Drainage Improvements Phase 2
225 Forest North Drainage Improvements Phase 3 (Design)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
331 Lakeline Boulevard Right Turn Lanes
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

2019 ROAD BOND PROGRAM PROJECTS
Precinct 1 - Commissioner Cook



In Design
309 Pond Springs Road Area Drainage Improvements
337 Anderson Mill Road (FM734-Loop1)
338 RM 620/SH 45 intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
380 MoKan (University Boulevard to SH 45)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic
225c Forest North Drainage Improvements Phase 3

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265

Original Contract Price = $10,775,835.75

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/14/2018	12/4/2018	1/18/2019	1/28/2019	12/16/2020			410	279	689

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/28/2019	1/31/2019	4	$523,139.40	$523,139.40	$58,126.60	$58,126.60	5	1
2	2/1/2019	2/28/2019	28	$2,584.80	$525,724.20	$287.20	$58,413.80	5	5
3	3/1/2019	4/30/2019	61	$102,281.40	$628,005.60	$11,364.60	$69,778.40	6	13
4	5/1/2019	5/31/2019	31	$593,318.74	$1,221,324.34	$65,924.30	$135,702.70	12	18
5	6/1/2019	6/30/2019	30	$188,661.93	$1,409,986.27	$20,962.44	$156,665.14	14	22
6	7/1/2019	7/31/2019	31	$590,007.31	$1,999,993.58	$65,556.37	$222,221.51	19	27
7	8/1/2019	8/31/2019	31	$628,396.35	$2,628,389.93	$69,821.82	$292,043.33	26	31
8	9/1/2019	9/30/2019	30	$2,393,911.61	$5,022,301.54	$265,990.17	$558,033.50	49	36
9	10/1/2019	10/31/2019	31	$724,961.48	$5,747,263.02	$80,551.28	$638,584.78	56	40
10	11/1/2019	11/30/2019	30	$378,890.89	$6,126,153.91	$42,098.99	$680,683.77	59	45
11	12/1/2019	12/31/2019	31	$341,316.16	$6,467,470.07	$37,924.02	$718,607.79	63	49
12	1/1/2020	1/31/2020	31	$258,548.22	$6,726,018.29	$28,727.58	$747,335.37	65	54
13	2/1/2020	2/29/2020	29	$191,886.33	$6,917,904.62	$21,320.70	$768,656.07	67	58
14	3/1/2020	3/31/2020	31	$176,371.44	$7,094,276.06	$19,596.83	$788,252.90	69	62
15	4/1/2020	4/30/2020	30	$395,476.16	$7,489,752.22	$43,941.79	$832,194.69	73	67
16	5/1/2020	5/31/2020	31	$277,797.27	$7,767,549.49	$30,866.36	$863,061.05	75	71
17	6/1/2020	6/30/2020	30	$385,340.38	$8,152,889.87	$42,815.60	$905,876.65	79	75
18	7/1/2020	7/31/2020	31	$418,604.43	$8,571,494.30	$46,511.61	$952,388.26	83	80
19	8/1/2020	8/31/2020	31	$202,731.51	$8,774,225.81	$22,525.72	$974,913.98	85	84
20	9/1/2020	9/30/2020	30	$117,670.32	$8,891,896.13	$13,074.48	$987,988.46	86	89
21	10/1/2020	10/31/2020	31	$305,827.52	$9,197,723.65	$33,980.83	$1,021,969.29	89	93
22	11/1/2020	11/30/2020	30	$190,635.28	$9,388,358.93	$21,181.70	$1,043,150.99	91	98
23	12/1/2020	12/31/2020	16	$338,985.41	$9,727,344.34	$37,665.05	$1,080,816.04	94	100
24	1/1/2021	2/28/2021	0	$165,603.43	$9,892,947.77	$18,400.38	$1,099,216.42	96	100
25	3/1/2021	5/31/2021	0	$1,535,933.64	$11,428,881.41	-$1,099,216.42	$0.00	100	100
26	6/1/2021	12/31/2021	0	$18,800.00	$11,447,681.41	$0.00	$0.00	100	100

1/31/2022 Comments - Coordinating a resolution for grass growth. Meeting scheduled for 2/7/2022.
1/28/2021 Comments - Substantial Completion was achieved on 12/16/2020.

Change Order Number	Approved	Cost This CO	Total COs
01	5/5/2020	$0.00	$0.00

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

Change Order Number	Approved	Cost This CO	Total COs
02	5/5/2020	$24,898.11	$ 24,898.11

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

Change Order Number	Approved	Cost This CO	Total COs
03	10/6/2020	$67,872.45	$ 92,770.56

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.

Change Order Number	Approved	Cost This CO	Total COs
04	10/6/2020	$21,002.40	$ 113,772.96

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24” encasement to the relocation of the new City of Round Rock 12” Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.

Change Order Number	Approved	Cost This CO	Total COs
05	2/23/2021	$194,528.81	$ 308,301.77

2G: Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocation of existing utilities. 3F: Additional work desired by the County. Pay items were added for electronic changeable message boards that have been used during road closures at the south end of the project, a driveway on North Mays Street north of the City of Round Rock Public Safety Training Center, and traffic control devices that were added at the northbound lane drop transition at the north end of the project. 2E: Differing Site Conditions (unforeseeable). This Change Order also includes adjustment of existing water valve risers, a manhole in the North Mays Street and Paloma Drive intersection, and a wall along the sidewalk in front of the City of Round Rock Public Safety Training Center.

Change Order Number	Approved	Cost This CO	Total COs
6	3/23/2021	$364,733.96	$ 673,035.73

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

Adjusted Price = $11,448,871.48

Forest North Phase 3
Project No. 3866

Original Contract Price = $4,793,058.15

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
4/23/2020	5/5/2020	6/1/2020	6/11/2020	1/7/2022			600	2	602

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	6/11/2020	6/30/2020	20	$162,371.70	$162,371.70	$18,041.30	$18,041.30	4	3
2	7/1/2020	7/31/2020	31	$312,289.20	$474,660.90	$34,698.80	$52,740.10	10	8
3	8/1/2020	8/31/2020	31	$290,125.80	$764,786.70	$32,236.20	$84,976.30	17	14
4	9/1/2020	9/30/2020	30	$287,032.05	$1,051,818.75	$31,892.45	$116,868.75	23	19
5	10/1/2020	10/31/2020	31	$468,464.76	$1,520,283.51	$52,051.64	$168,920.39	33	24
6	11/1/2020	11/30/2020	30	$206,112.42	$1,726,395.93	$22,901.38	$191,821.77	38	29
7	12/1/2020	12/31/2020	31	$311,530.68	$2,037,926.61	$34,614.52	$226,436.29	44	34
8	1/1/2021	1/31/2021	31	$169,934.92	$2,207,861.53	$18,881.66	$245,317.95	48	39
9	2/1/2021	2/28/2021	28	$206,865.00	$2,414,726.53	$22,985.00	$268,302.95	53	44
10	3/1/2021	3/31/2021	31	$214,908.30	$2,629,634.83	$23,878.70	$292,181.65	57	49
11	4/1/2021	4/30/2021	30	$109,026.67	$2,738,661.50	$12,114.07	$304,295.72	60	54
12	5/1/2021	5/31/2021	31	$51,380.93	$2,790,042.43	$5,708.99	$310,004.71	61	59
13	6/1/2021	6/30/2021	30	$132,931.80	$2,922,974.23	$14,770.20	$324,774.91	64	64
14	7/1/2021	7/31/2021	31	$187,562.29	$3,110,536.52	$20,840.26	$345,615.17	68	69
15	8/1/2021	8/31/2021	31	$298,473.57	$3,409,010.09	$33,163.73	$378,778.90	74	74
16	9/1/2021	9/30/2021	30	$443,259.14	$3,852,269.23	-$176,027.89	$202,751.01	79	79
17	10/1/2021	10/31/2021	31	$305,424.55	$4,157,693.78	$16,074.98	$218,825.99	86	84
18	11/1/2021	11/30/2021	30	$349,058.60	$4,506,752.38	$18,371.50	$237,197.49	93	89
19	12/1/2021	12/31/2021	31	$207,174.81	$4,713,927.19	$10,903.94	$248,101.43	97	95
20	1/1/2022	1/31/2022	31	$28,359.87	$4,742,287.06	$1,492.63	$249,594.06	98	100

1/31/2022 Comments - Substantial Completion was achieved on 1/7/2022.
7/3/2020 Comments - The Notice to Proceed was issued 6/1/20 with Time Charges beginning on 6/11/20.

Change Order Number	Approved	Cost This CO	Total COs
01	10/6/2020	$22,353.00	$ 22,353.00

2E: Differing Site Conditions(unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order makes various changes to the City of Austin (COA) water line layout on Perthshire Street and Broadmeade Avenue in the Braes Valley Zone. 4B: Third Party Accommodation. Third Party requested work. The cost of this change order is being paid for by the City of Austin and they have reviewed and approved this revision and additional cost.

Change Order Number	Approved	Cost This CO	Total COs
02	10/6/2020	$5,017.92	$ 27,370.92

3F: County Convenience. Additional work desired by the County. This Change Order modifies the grate elevation of an existing drop inlet and regrades the ditches to improve drainage at 9615 Moorberry Street. The drop inlet was installed in a previous Forest North drainage improvement project.

Change Order Number	Approved	Cost This CO	Total COs
3	1/12/2021	$ 27,841.45	$ 55,212.37

4B: Third Party Accommodation. Third party requested work. This Change Order adds a new item to pay the Contractor for additional potholing needed to locate City of Austin (COA) water lines and services in locations not called for in the plans and outside the normal bid item subsidiary potholing. This Change Order also adds a new item to pay the Contractor to remove and replace mailboxes that are in conflict with COA water line relocations. The City of Austin has agreed to pay the additional costs associated with these items.

Change Order Number	Approved	Cost This CO	Total COs
4	1/12/2021	$ 2,215.00	$ 57,427.37

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds two new items to pay the Contractor to replace a driveway and pipe end treatments located at the intersection of Wisterwood and Broadmeade in the Braes Valley Zone that were impacted by the installation of the City of Austin 12" water line, per Change Order 1. The City of Austin has agreed to pay the additional cost associated with these items.

Change Order Number	Approved	Cost This CO	Total COs
5	1/12/2021	$ 5,117.00	$ 62,544.37

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds two new items for wood fence gates that were not included in the original plans. Wood fence is shown to be removed and replaced but no items were established to replace wood fence gates encountered within the fence removal areas. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order also adds an item to compensate the Contractor for the cost to relocate a copper water service line on the private side of the water line service at 13013 Stillforest Street. The existing copper water service line is required to be moved because it is in conflict with proposed storm sewer installation. The County is paying the cost of this Change Order.

Change Order Number	Approved	Cost This CO	Total COs
6	3/16/2021	$ 25,200.00	$ 87,744.37

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds an item to pay for 24" RCP 6:1 safety end treatments (SET's). Plan sheet 120 of 201 (SB7 of SB10) calls for the 24" RCP on Chester Forest Street to have 6:1 SET's but no pay items were created to pay for this item on the bid forms.

Change Order Number	Approved	Cost This CO	Total COs
7	10/5/2021	$ 30,341.85	$ 118,086.22

3F: Additional work desired by the County. County Convenience. This Change Order adds an item to compensate the contractor for a portion of the reconstruction cost of Queensland Drive. Queensland Drive required reconstruction due in part to the condition of the existing roadway and the impact of the Contractor's equipment entering and exiting their staging area adjacent to the roadway.

Change Order Number	Approved	Cost This CO	Total COs
8	10/5/2021	$ 9,733.37	$ 127,819.59

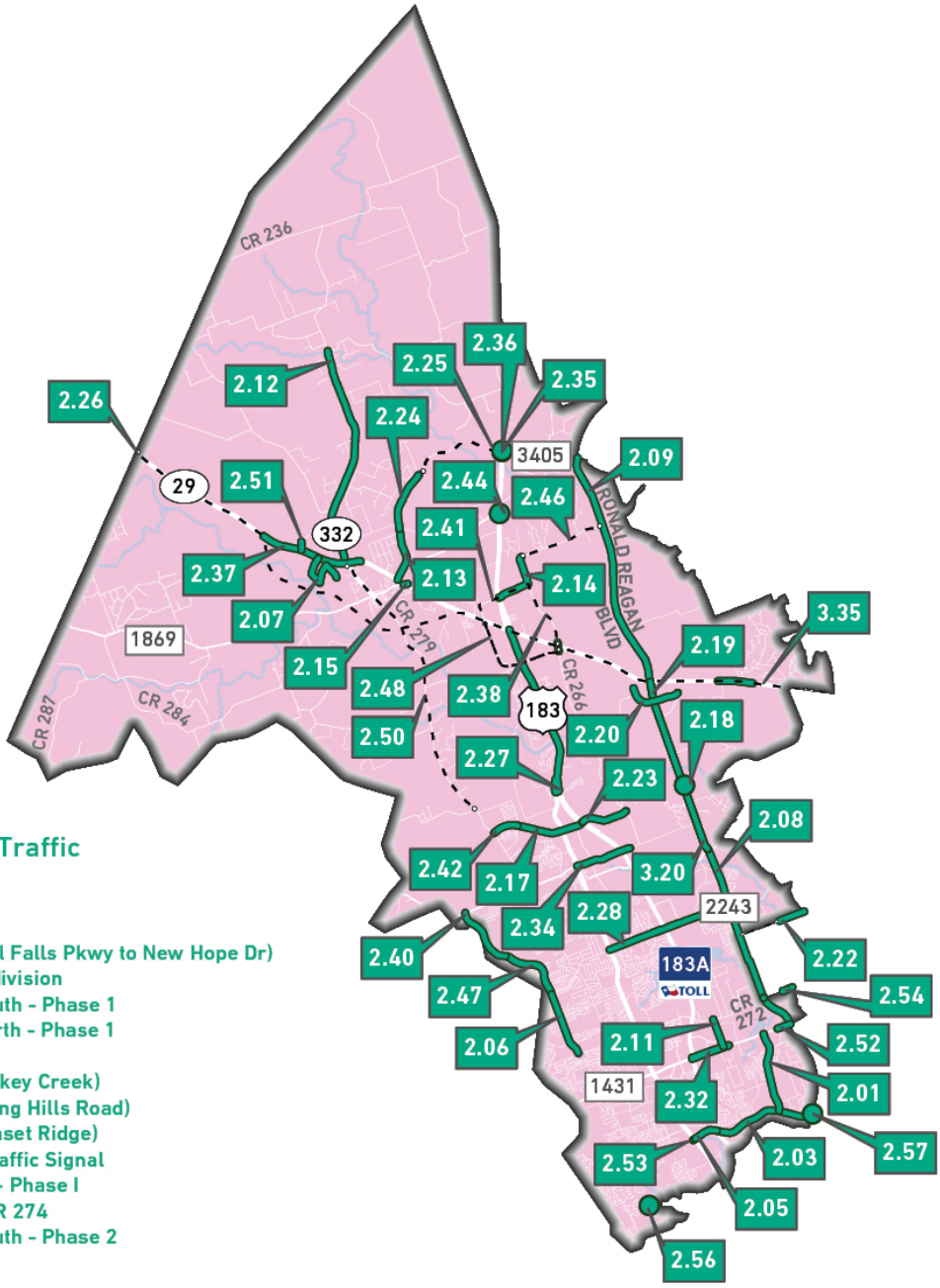
3F: Additional work desired by the County. County Convenience. This Change Order adds a new item to compensate the Contractor to mill and overlay Newberry Drive in lieu of patching the trenches for the waterline and storm sewer pipe ditchlines.

Change Order Number	Approved	Cost This CO	Total COs
9	1/19/2022	$ 182,754.00	$ 310,573.59

3F: Additional work desired by the County. County Convenience. This Change Order provides the interim balancing for the overrun of Contract quantities on the project paid for by Williamson County. The overruns were a result of addressing field conditions not accounted for in the original plans. Item 400-WC01 is being added to compensate the Contractor for repairs to the existing pavement adjacent to the pipe trench repairs.

Adjusted Price = $5,103,631.74

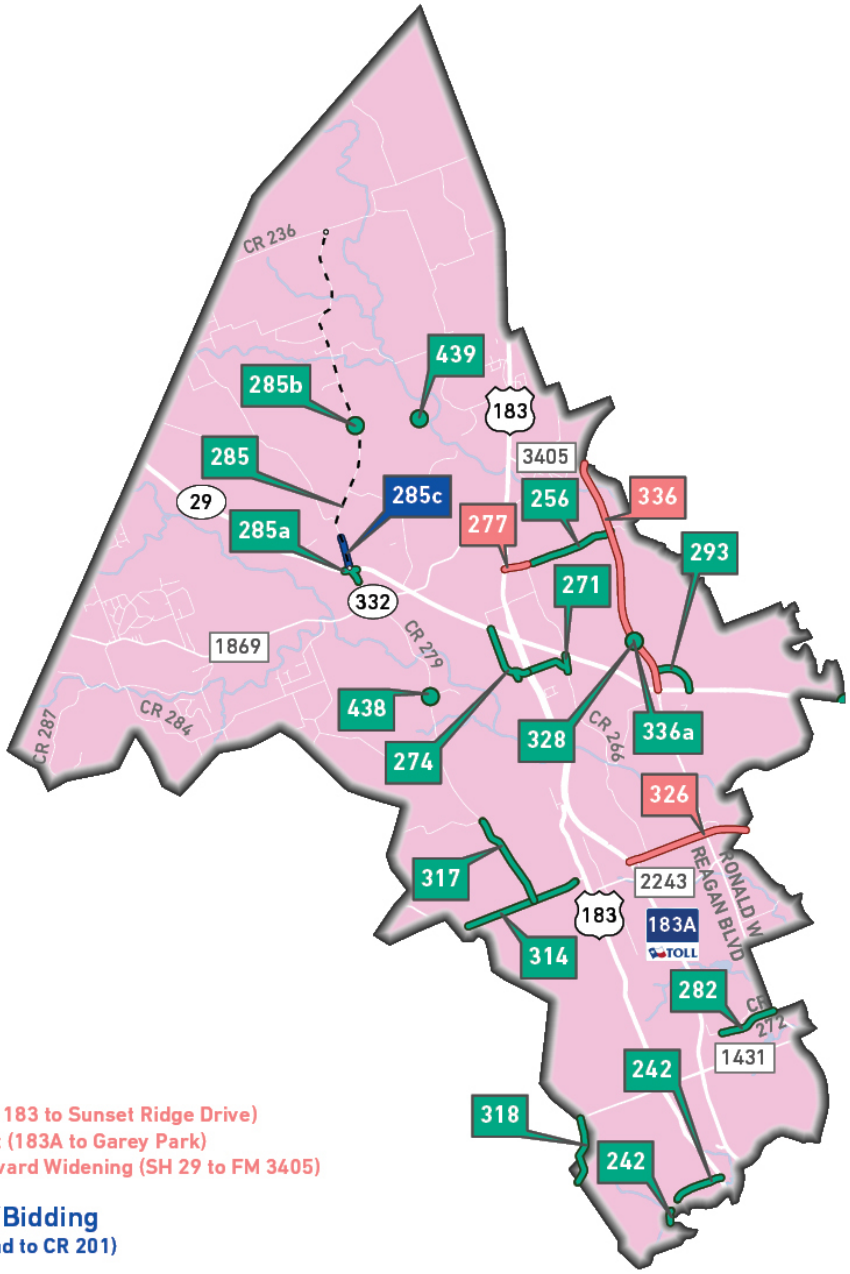
2000/2006 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffic

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Traffic Signal
2.17 San Gabriel Parkway - Phase I
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kauffman Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic
2.26 SH 29 Improvements Study and Schematic
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements Study
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW)
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

2013 ROAD BOND PROGRAM PROJECTS
Precinct 2 - Commissioner Long

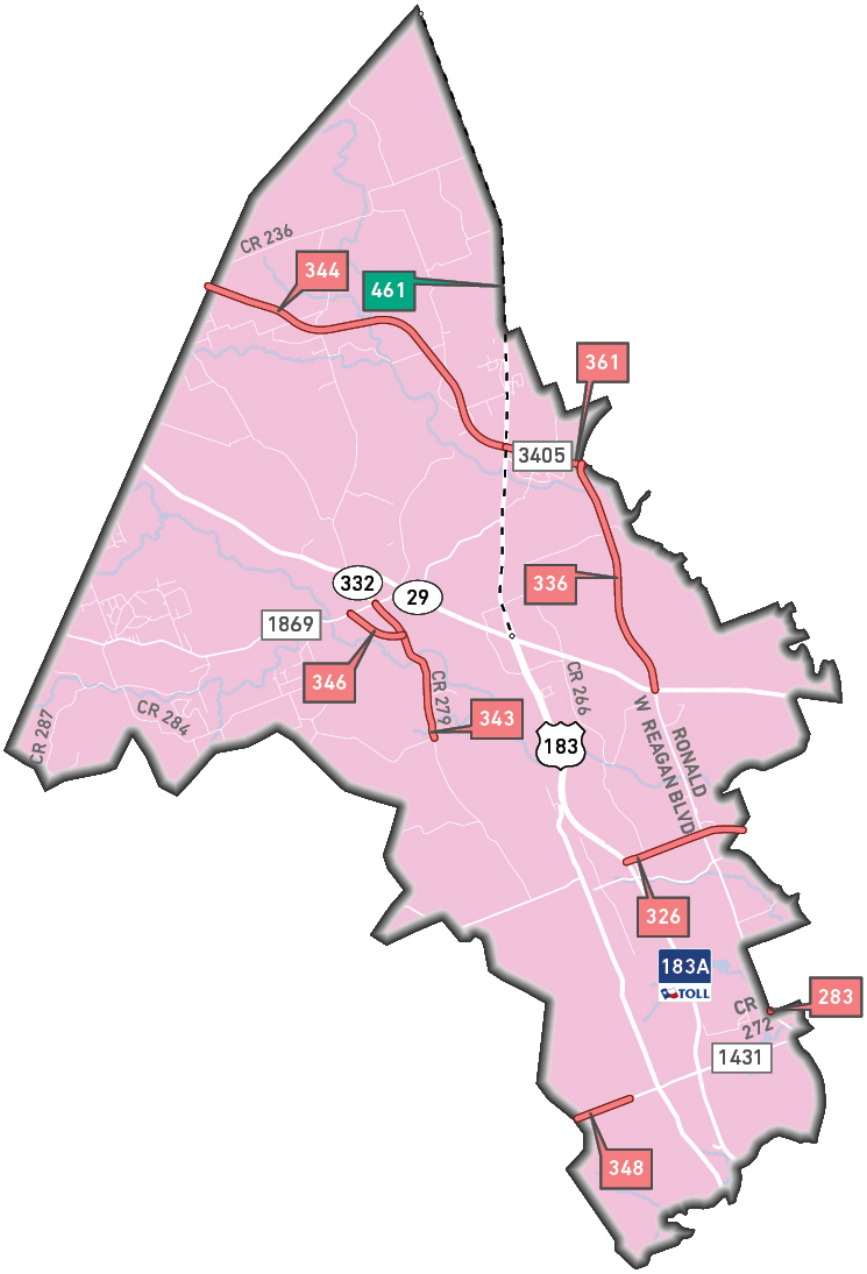


In Design
277 CR 258 Extension (US 183 to Sunset Ridge Drive)
326 RM 2243 Realignment (183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding
285c CR 200 (CMTA Railroad to CR 201)

Completed/Open to Traffic
242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study and Schematic (SH 29 to CR 236)
285a SH 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

2019 ROAD BOND PROGRAM PROJECTS
Precinct 2 - Commissioner Long



In Design
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
326 RM 2243 Realignment (US 183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
343 Bagdad Road/CR 279 (Loop 332 to CR 281/Leander City Limits)
344 Corridor I2 (Burnet County Line to US 183)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)
348 Whitestone Boulevard Widening (Bagdad Road to Anderson Mill Road)
361 Corridor I1 (FM 3405) (US 183 to Ronald Reagan Boulevard)

Completed/Open to Traffic
461 Corridor F/US 183 (Williamson/Burnet County Line to SH 29)

Seward Junction Improvements (SH 29 to CR 266 & CR 259 to SH 29)
Project No. 1812-282

Original Contract Price = $13,270,258.10

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/19/2018	3/5/2019	4/22/2019	5/2/2019	3/15/2021			600	84	684

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/2/2019	6/30/2019	60	$1,138,506.71	$1,138,506.71	$126,500.75	$126,500.75	10	9
2	7/1/2019	7/31/2019	31	$900,193.70	$2,038,700.41	$100,021.52	$226,522.27	18	13
3	8/1/2019	8/31/2019	31	$500,440.00	$2,539,140.41	$55,604.44	$282,126.71	22	18
4	9/1/2019	9/30/2019	30	$781,187.35	$3,320,327.76	$86,798.60	$368,925.31	29	22
5	10/1/2019	10/31/2019	31	$629,436.02	$3,949,763.78	$69,937.33	$438,862.64	34	27
6	11/1/2019	11/30/2019	30	$278,357.53	$4,228,121.31	$30,928.62	$469,791.26	37	31
7	12/1/2019	12/31/2019	31	$499,295.12	$4,727,416.43	$55,477.23	$525,268.49	41	36
8	1/1/2020	1/31/2020	31	$507,587.04	$5,235,003.47	$56,398.56	$581,667.05	45	40
9	2/1/2020	2/29/2020	29	$495,830.37	$5,730,833.84	$55,092.26	$636,759.31	50	44
10	3/1/2020	3/31/2020	31	$1,495,940.26	$7,226,774.10	-$256,402.78	$380,356.53	59	49
11	4/1/2020	4/30/2020	30	$925,168.98	$8,151,943.08	$48,693.11	$429,049.64	67	53
12	5/1/2020	5/31/2020	31	$751,064.06	$8,903,007.14	$39,529.68	$468,579.32	73	58
13	6/1/2020	6/30/2020	30	$728,210.17	$9,631,217.31	$38,326.85	$506,906.17	79	62
14	7/1/2020	7/31/2020	31	$418,630.14	$10,049,847.45	$22,033.17	$528,939.34	82	67
15	8/1/2020	8/31/2020	31	$266,456.21	$10,316,303.66	$14,024.01	$542,963.35	85	71
16	9/1/2020	9/30/2020	30	$216,227.68	$10,532,531.34	$11,380.40	$554,343.75	86	76
17	10/1/2020	10/31/2020	31	$121,663.91	$10,654,195.25	$6,403.38	$560,747.13	87	80
18	11/1/2020	11/30/2020	30	$386,714.53	$11,040,909.78	$20,353.38	$581,100.51	91	85
19	12/1/2020	12/31/2020	31	$188,106.89	$11,229,016.67	$9,900.37	$591,000.88	92	89
20	1/1/2021	1/31/2021	31	$110,227.19	$11,339,243.86	$5,801.43	$596,802.31	93	94
21	2/1/2021	2/28/2021	28	$371,751.27	$11,710,995.13	$19,565.85	$616,368.16	96	98
22	3/1/2021	3/31/2021	15	$167,168.32	$11,878,163.45	$8,798.34	$625,166.50	97	100
23	4/1/2021	4/30/2021	0	$488,109.50	$12,366,272.95	-$372,793.58	$252,372.92	98	100
24	5/1/2021	5/31/2021	0	$3,507.27	$12,369,780.22	$71.57	$252,444.49	98	100
25	6/1/2021	6/30/1931	0	$7,239.36	$12,377,019.58	$147.75	$252,592.24	98	100
26	7/1/2021	8/31/2021	0	$16,577.12	$12,393,596.70	$338.30	$252,930.54	98	100
27	9/1/2021	12/31/2021	0	$67,554.57	$12,461,151.27	$1,378.67	$254,309.21	99	100

1/31/2022 Comments - Awaiting spring grass growth before processing Certificate of Completion.
4/14/2021 Comments - Substantial Completion was achieved on 3/15/2021.

Change Order Number	Approved	Cost This CO	Total COs
01	2/28/2020	$112,306.36	$ 112,306.36

1A: Design Error or Omission. Incorrect PS&E. This change order revises items and quantities that were entered incorrectly or omitted in the bid tab for Seward Junction SW, Seward Junction SE and PEC Pond.

Change Order Number	Approved	Cost This CO	Total COs
02	6/16/2020	$9,946.75	$ 122,253.11

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a pay item to adjust existing manholes located within the ROW to match finish grade. The manholes are on the existing LCRA line that runs through the project. The manholes were shown in the plans but a bid item to cover the cost of the adjustments to these manholes were not included in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
03	7/21/2020	$3,372.67	$ 125,625.78

2G: Differing Site Conditions (Unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to lower an existing wastewater line that is in conflict with the proposed driveway culvert located on CR 266 approximately 500 feet south of the SH 29 intersection on the east side of the roadway. The location of the line was not identified in the plans and the Contractor damaged the line while excavating for the driveway culvert. This work is located in the Seward Junction Southeast portion of the project.

Change Order Number	Approved	Cost This CO	Total COs
04	8/4/2020	$17,647.04	$ 143,272.82

2J: Differing Site Conditions (unforeseeable). Other. This Change Order adds Work Zone Pavement Mark Removeable pay items to the contract. The plans included Work Zone Pavement Mark Non-Removeable items that worked with the asphalt pavement section. Since the roadway is concrete paving, Work Zone Pavement Mark Removeable items needed to be added for the different phases and traffic switches called for in the plans. This applies to the Seward Junction Southeast portion of the project.

Change Order Number	Approved	Cost This CO	Total COs
05	8/4/2020	$272,222.65	$ 415,495.47

2G: Differing Site Conditions (Unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to install a new 6" and a new 8" wastewater line, a new 6" water line, and remove an existing wastewater vault that has been abandoned. The installation of the new underground utilities are necessary because the existing lines are in conflict with the proposed construction at the intersection of SH 29 and Seward Junction Southwest. The utilities belong to the City of Liberty Hill.

Change Order Number	Approved	Cost This CO	Total COs
06	10/6/2020	$681.04	$ 416,176.51

2C: Differing Site Conditions (unforeseeable) New development (conditions changing after PS&E completed). This Change Order adds the latest Guardrail End Treatment (MSKT) standard to the contract. 2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds work to extend a storm sewer pipe, revises the slope on some SET's from 4:1 to 3:1 (RFI 28), due to a change in the PGL of the roadway. A pipe underdrain system was added to the contract to address groundwater encountered during construction of the roadway (RFI #29). Construction Exit items that were not used on the project were deleted from the contract. This Change Order is for work in the Southeast portion of the project.

Change Order Number	Approved	Cost This CO	Total COs
07	2/2/2021	$194,882.66	$ 611,059.17

3F: County Convenience. Additional work desired by the County. This Change Order adds the reconstruction of a 500' portion of CR 260 from SH 29 to Terra del sol Parkway to the contract at the request of Williamson County.

Change Order Number	Approved	Cost This CO	Total COs
08	5/4/2021	$91,592.30	$ 702,651.47

Revisions and balancing of asphalt items.

Change Order Number	Approved	Cost This CO	Total COs
09	5/18/2021	($11,573.93)	$ 691,077.54

Revisions and balancing of striping items.

Change Order Number	Approved	Cost This CO	Total COs
10	8/17/2021	$43,291.29	$ 734,368.83

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities for the small signs on the project as a result of addressing field conditions not accounted for in the original plans. 2I. Additional safety needs (unforeseeable): Small signs have been added to the project to provide additional safety measures.

Change Order Number	Approved	Cost This CO	Total COs
11	12/15/2021	$68,933.28	$ 803,302.11

Insert Reason

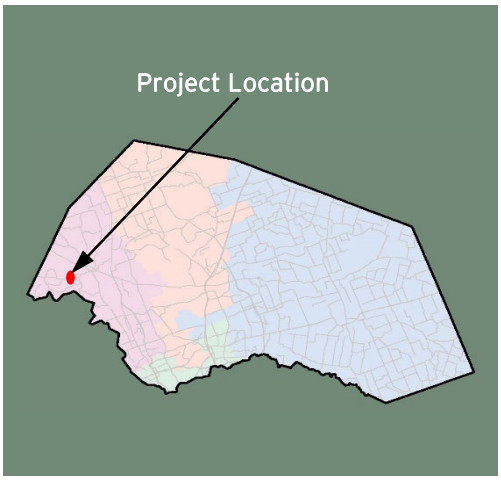
2G. Differing Site Conditions. Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for the cost of overhead for the 24 days added to the contract time for the relocation of Liberty Hill water lines along SH 29. The cost of the work was added in Change Order 5 and the time was added in Change Order 10. The time impact of the additional work was not known at the time the cost of the work was negotiated.

Change Order Number	Approved	Cost This CO	Total COs
12	2/1/2022	-1,234,080.84	-430,778.73

2E: Differing Site Condition (Unforeseeable). Miscellaneous difference in site condition (unforseeable).

Adjusted Price = $12,839,479.37





CR 200 Reconstruction
(North of SH 29 to South of CR 201)

Project Length: .947 Miles
Roadway Classification: Rural Collector

Project Schedule: November 2021 - September 2022
Estimated Construction Cost: $4.9 Million



FEBRUARY 2022 IN REVIEW

2/4/2022: Smith Contracting continued processing flexible base along the west side of CR 200. Smith continued to place topsoil on the east ditch between the railroad tracks and the Sundance Ranch entrance.

2/11/2022: Smith Contracting continued to place topsoil at the eastern ditch between the railroad tracks and the Sundance Ranch entrance. The contractor detoured traffic onto the new flexible base roadway north of the railroad in order to construct the western halves of Culverts 1, Culvert 2 and the water line steel casing pipe.

2/18/2022: Smith Contracting continued to place topsoil at the eastern ditch between the railroad tracks and the Sundance Ranch entrance. Crews constructed the water line across CR 200 and continued installing the water line along the east side of CR 200 north of Sundance Ranch entrance. Smith began constructing the Culvert 1 concrete headwall on east side of CR 200 and Culvert 2 on the west side of CR 200.

2/25/2022: Smith Contracting continued processing flexible base along CR 200 at the north end of the project. The water line was completed and the contractor began preparation for testing. Smith also installed storm sewer pipe at Driveway 1 on the east side of CR 200 north of the railroad tracks.



Design Engineer: Jones & Carter
Contractor: M.A. Smith Contracting
Construction Observation:
Bruce Thurin, HNTB

Williamson County
Road Bond Program

CR 200 Reconstruction
Project No. T5023

Original Contract Price = $4,975,515.09

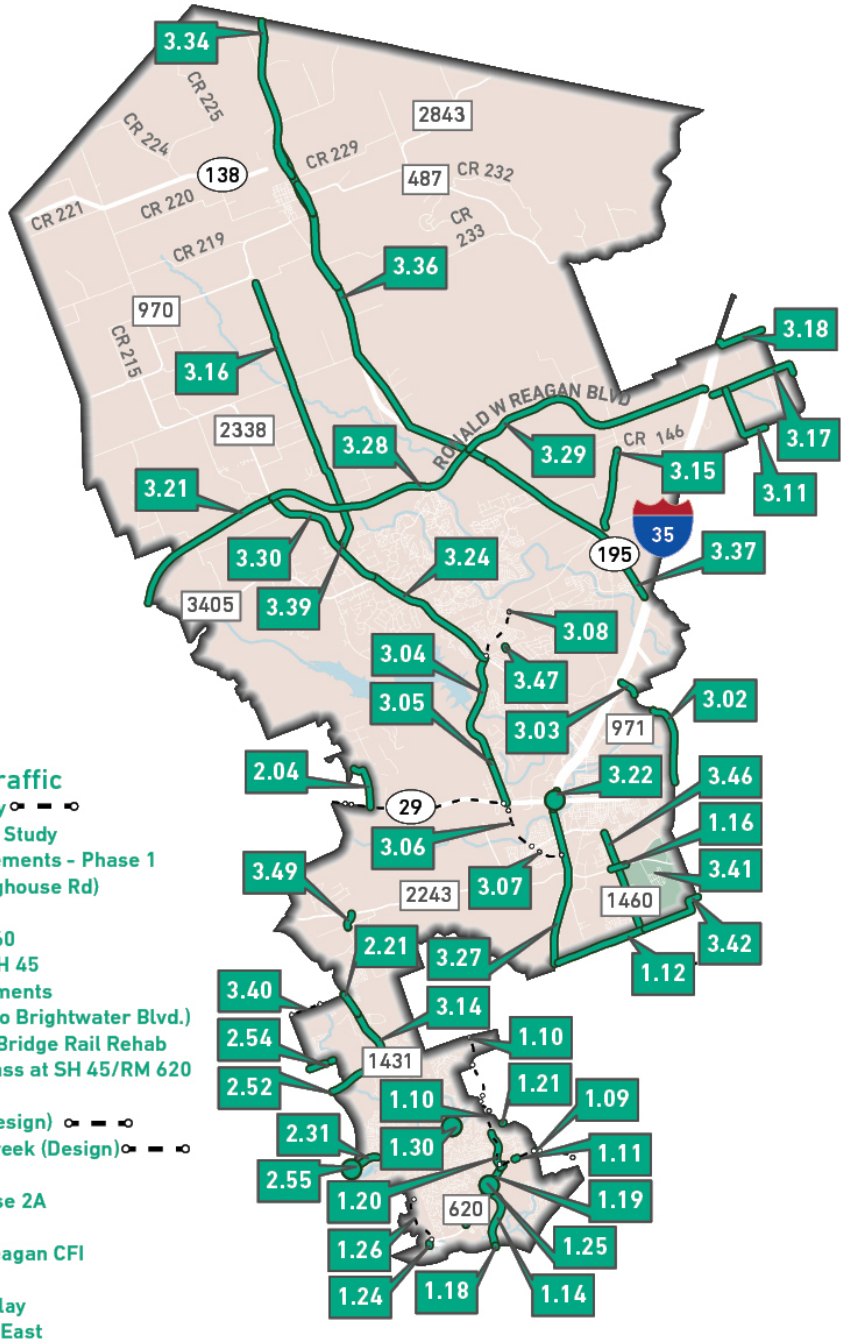
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
9/8/2021	9/30/2021	11/15/2021	11/25/2021				308		308

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/15/2021	12/3/2021	19	$322,884.45	$322,884.45	$35,876.05	$35,876.05	7	6
2	12/4/2021	12/31/2021	28	$243,429.75	$566,314.20	$27,047.75	$62,923.80	13	15
3	1/1/2022	1/28/2022	28	$322,421.76	$888,735.96	$35,824.64	$35,824.64	20	24

9/30/2021 Comments - Notice to Proceed on 11/15/21 with time charges beginning 11/25/21.

Adjusted Price = $4,975,515.09

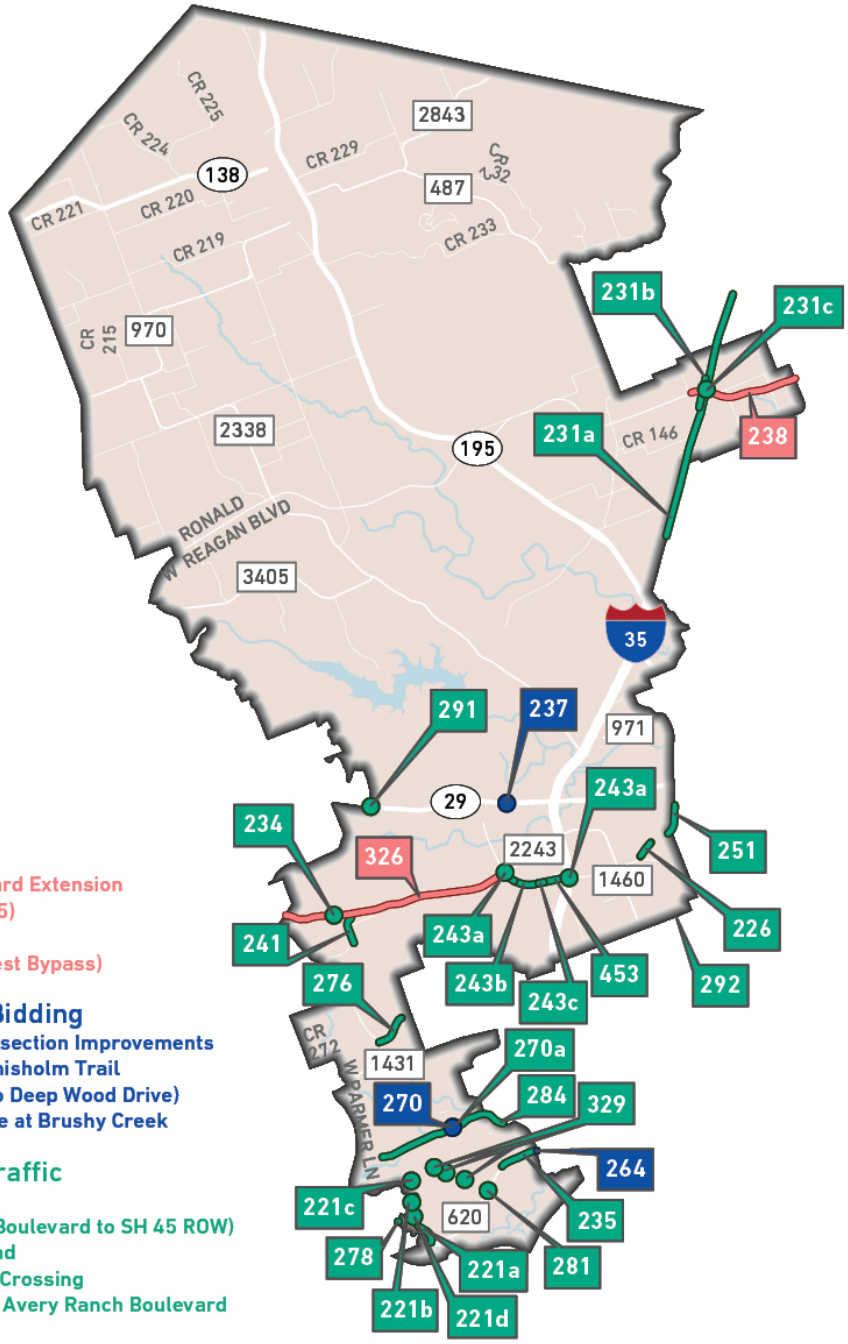
2000/2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



Completed/Open to Traffic

1.09 RM 620 Feasibility Study
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road (Design)
1.30 Great Oaks at Brushy Creek (Design)
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3 Study
3.07 Georgetown Inner Loop - Project 4 Study
3.08 Georgetown Inner Loop - Project 5 Study
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

2013 ROAD BOND PROGRAM PROJECTS
Precinct 3 - Commissioner Covey

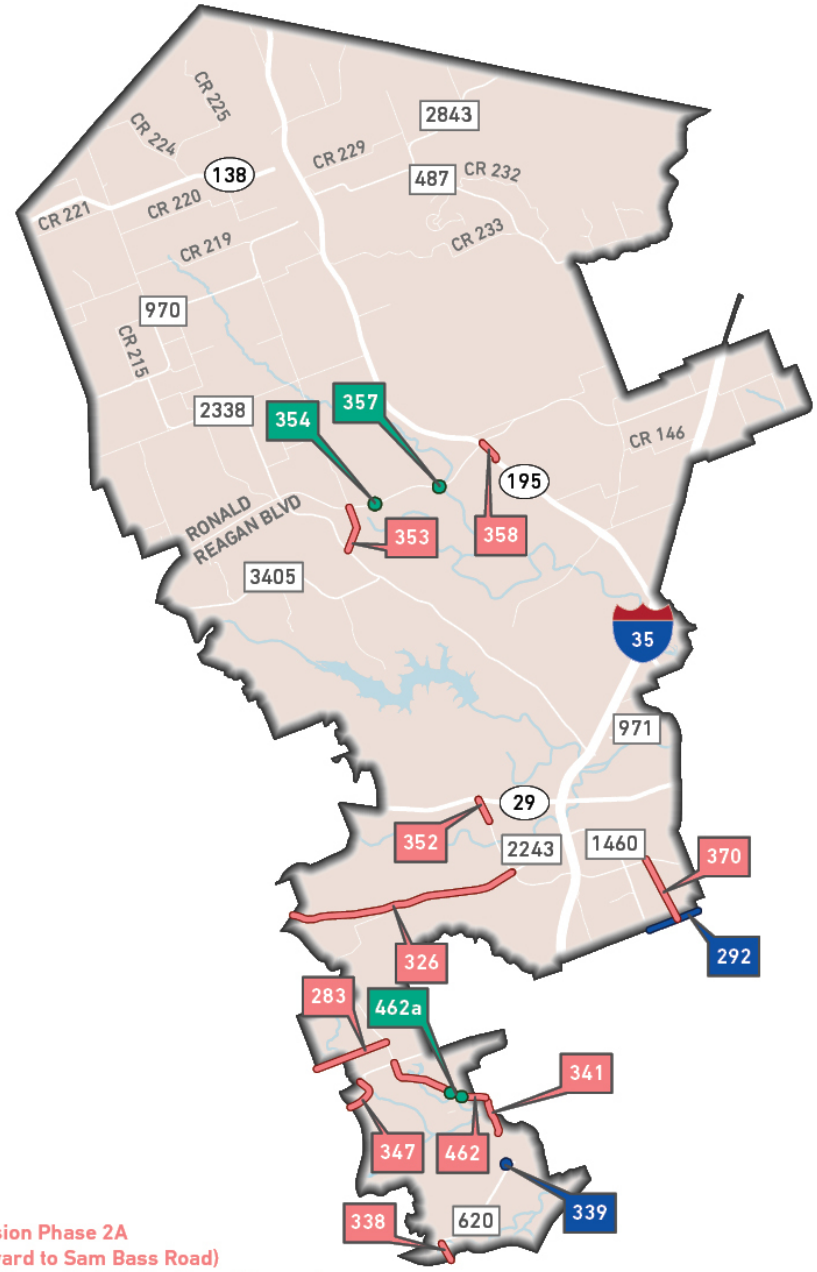


In Design
238 Ronald Reagan Boulevard Extension
Planning (IH 35 to SH 95)
326 RM 2243 Realignment
(Garey Park to Southwest Bypass)

Under Construction/Bidding
237 SH 29 at DB Wood Intersection Improvements
264 RM 620 at Railroad / Chisholm Trail
(IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek

Completed/Open to Traffic
221a Pearson Ranch Road
(South of Avery Ranch Boulevard to SH 45 ROW)
221b Pearson Ranch Road and
Iveans Way Pedestrian Crossing
221c Pearson Ranch Road at Avery Ranch Boulevard
Traffic Signal
221d Neenah Avenue and Pearson Ranch Road Traffic Signal
226 Inner Loop Safety Improvements (LTL at Wilco Way)
231a IH 35 Ramp Reversal and Frontage Road Conversion
(FM 972 to CR 312)
231b Relocation of 48" Williamson County Regional
Raw Waterline - Line B
231c Ronald Reagan Boulevard at IH 35 Bridge Replacement
234 RM 2243 at Escalera Parkway (Intersection Improvements)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243a Southwest Bypass Driveways
243b Southwest Bypass Access Route
243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements
(LTL at Central Maintenance Facility)
270a Great Oaks Drive Waterline Relocations
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
278 Neenah Avenue Widening
(Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620
Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements
(Brushy Bend to Sam Bass Road)
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road / CR 111 / CR 105 (FM 1460 to SH 130)
329 O'Connor Drive Traffic Signals
(Morgan Hill, Great Oaks and Liberty Walk Intersections)
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS
Precinct 3 - Commissioner Covey



In Design
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
326 RM 2243 Realignment (Garey Park to Southwest Bypass)
338 RM 620/SH 45 intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
358 SH 195 at Ronald Reagan Boulevard
370 MoKan (Georgetown Inner Loop to University Boulevard)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Under Construction/Bidding
292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
339 Wyoming Springs Intersection Improvements (At Smyers Lane)

Completed/Open to Traffic
354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard
462a Corridor H/Sam Bass Road Interim Traffic Signals (Walsh Ranch Boulevard and Great Oaks Drive Intersections)

CR 176 at RM 2243 (RM 2243 at Parkside Parkway)
Project No. 1901-285

Original Contract Price = $2,447,560.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
1/8/2019	3/26/2019	7/26/2019	8/5/2019	7/10/2020	10/15/2020		229	225	454

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/5/2019	8/7/2019	3	$72,005.40	$72,005.40	$8,000.60	$8,000.60	3	1
2	8/8/2019	8/31/2019	24	$182,903.40	$254,908.80	$20,322.60	$28,323.20	10	6
3	9/1/2019	9/30/2019	30	$256,030.43	$510,939.23	$28,447.83	$56,771.03	20	13
4	10/1/2019	10/31/2019	31	$404,602.62	$915,541.85	$44,955.84	$101,726.87	37	19
5	11/1/2019	11/30/2019	30	$172,401.65	$1,087,943.50	$19,155.74	$120,882.61	43	26
6	12/1/2019	12/31/2019	31	$49,862.16	$1,137,805.66	$5,540.24	$126,422.85	45	33
7	1/1/2020	1/31/2020	31	$4,983.70	$1,142,789.36	$553.75	$126,976.60	46	40
8	2/1/2020	2/29/2020	29	$350,483.90	$1,493,273.26	-$48,383.27	$78,593.33	56	46
9	3/1/2020	3/31/2020	31	$148,264.69	$1,641,537.95	$7,803.40	$86,396.73	62	53
10	4/1/2020	4/30/2020	30	$232,512.45	$1,874,050.40	$12,237.50	$98,634.23	71	59
11	5/1/2020	5/31/2020	31	$20,527.25	$1,894,577.65	$1,080.38	$99,714.61	72	66
12	6/1/2020	6/30/2020	30	$239,695.54	$2,134,273.19	$12,615.56	$112,330.17	81	73
13	7/1/2020	7/31/2020	10	$32,529.38	$2,166,802.57	$1,712.07	$114,042.24	82	75
14	8/1/2020	8/31/2020	0	$40,322.75	$2,207,125.32	$2,122.25	$116,164.49	83	75
15	9/1/2020	9/30/2020	30	$162,165.00	$2,369,290.32	$8,535.00	$124,699.49	90	82
16	10/1/2020	10/31/2020	31	$227,976.42	$2,597,266.74	$11,998.76	$136,698.25	98	89
17	11/1/2020	11/30/2020	30	$1,839.00	$2,599,105.74	$96.79	$136,795.04	98	95
18	12/1/2020	4/30/2021	151	$72,022.21	$2,671,127.95	-$82,282.22	$54,512.82	98	128
19	5/1/2021	12/31/2021	245	$101,886.90	$2,773,014.85	-$54,512.82	$0.00	100	182

1/31/2022 Comments - Processing Final Balancing Change Order before issuing Certificate of Acceptance.

Change Order Number	Approved	Cost This CO	Total COs
01	12/17/2019	$208,869.67	$ 208,869.67

4B: Third Party Accommodation. Third party requested work. This Change Order adds relocation of the existing Brushy Creek Municipal Utility District (BCMUD) water line along CR 176 and revises the City of Georgetown water line relocations on the project.

Change Order Number	Approved	Cost This CO	Total COs
02	6/16/2020	$63,776.63	$ 272,646.30

3F: County Convenience. Additional work desired by the County. This Change Order adds various items of work to the contract, including: removal of an existing driveway, a mail box turnout, a pedestrian curb ramp, wire mesh fencing and gates, realigns a ditch to improve drainage, widens driveway radii, water pumping, storm sewer pipe and safety end treatments at a driveway and milling of asphalt on RM 2243. 2E: County Convenience. Differing site conditions. Miscellaneous difference in site condition (unforeseeable). This change order compensates the contractor for work necessary to find the existing cave and removes a driveway along RM 2243 that was constructed before the job started and not addressed in the plans.

Change Order Number	Approved	Cost This CO	Total COs
03	8/4/2020	($204,858.75)	$ 67,787.55

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This Change Order deletes the quantity for Item 162 Mulch Topdressing and Items 260 related to the Lime Treated Subgrade. The Contractor was able to salvage high quality topsoil from the project limits and reuse that material on the final project. The topsoil used did not require the addition of mulch to establish vegetation or prevent erosion. The Lime Treated Subgrade items were deleted due to the high quality of existing material encountered at subgrade elevation. Lab testing determined that the existing material contained a low enough PI that lime treatment of the subgrade was not necessary.

Change Order Number	Approved	Cost This CO	Total COs
04	8/4/2020	$452,885.58	$ 520,673.13

3F: County Convenience. Additional work desired by the County. This Change Order adds a Shared Use Path to (SUP) the project at the request of the County. The path extends from RM 2243 (Leander Road) to CR 176 and is located along the west right of way. The SUP required a pedestrian crossing of Parkside Parkway on the south end of the project.

Change Order Number	Approved	Cost This CO	Total COs
05	12/15/2021	($184,400.43)	$ 336,272.70

Insert Reason

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans and adds 165 days to contract for delays associated with obtaining the TCEQ permit for work north of RM 2243.

Adjusted Price = $2,783,832.70

Ronald Reagan at Silver Spur / Ronald Reagan at Sun City Intersections (Intersection Improvementst)
Project No. T1873 Original Contract Price = $875,350.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
10/6/2020	10/13/2020	11/24/2020	12/8/2020	6/11/2021	1/12/2022		142	44	186

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	12/8/2020	12/30/2020	23	$107,172.03	$107,172.03	$11,908.00	$11,908.00	14	12
2	12/31/2020	1/31/2021	32	$56,797.20	$163,969.23	$6,310.80	$18,218.80	22	30
3	2/1/2021	3/31/2021	59	$64,033.20	$228,002.43	$7,114.80	$25,333.60	30	61
4	4/1/2021	5/31/2021	61	$420,254.52	$648,256.95	$46,694.95	$72,028.55	85	94
5	5/31/2021	6/25/2021	11	$111,305.55	$759,562.50	-$32,051.58	$39,976.97	95	100
6	6/26/2021	8/10/2021	0	$64,572.29	$824,134.79	-$23,157.89	$16,819.08	99	100

2/28/2022 Comments - Processing Final Balancing Change Order before issuing Certificate of Acceptance.

Change Order Number	Approved	Cost This CO	Total COs
01	11/9/2021	-$29,746.06	$ (29,746.06)

2E: Differing Site Conditions(unforeseeable). 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. 2C: Differing Site Conditions. This Change Order adds new items to the contract to pay the Contractor for additional work. The added work includes, removing and replacing an existing flashing beacon assembly, milling and overlaying Silver Spur to maintain the existing profile and placing block sod in the center median of Silver Spur.

Adjusted Price = $845,603.94

O'Connor Traffic Signals
Project No. 1907-333

Original Contract Price = $853,503.50

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/20/2019	9/17/2020	10/3/2019	6/8/2020	11/9/2021			210	0	210

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	6/8/2020	6/30/2020	23	$91,850.40	$91,850.40	$10,205.60	$10,205.60	10	11
2	7/1/2020	7/31/2020	31	$56,002.50	$147,852.90	$6,222.50	$16,428.10	16	26
3	8/1/2020	8/31/2020	31	$80,984.74	$228,837.64	$8,998.30	$25,426.40	25	40
4	9/1/2020	9/30/2020	30	$41,649.50	$270,487.14	$4,627.73	$30,054.13	29	55
5	10/1/2020	10/31/2020	31	$78,278.28	$348,765.42	$8,697.58	$38,751.71	38	70
6	11/1/2020	11/30/2020	30	$24,011.05	$372,776.47	$2,667.90	$41,419.61	41	84
7	12/1/2020	12/31/2020	31	$68,702.27	$441,478.74	$7,633.58	$49,053.19	48	99
8	1/1/2021	1/31/2021	31	$23,573.00	$465,051.74	$2,619.23	$51,672.42	51	113
9	2/1/2021	2/28/2021	28	$45,381.37	$510,433.11	$5,042.37	$56,714.79	55	127
10	3/1/2021	3/31/2021	31	$40,240.96	$550,674.07	$4,471.22	$61,186.01	60	141
11	4/1/2021	4/30/2021	30	$80,966.81	$631,640.88	-$27,941.75	$33,244.26	65	156
12	5/1/2021	5/31/2021	31	$60,507.88	$692,148.76	$3,184.62	$36,428.88	71	170
13	6/1/2021	6/30/2021	30	$45,123.57	$737,272.33	$2,374.93	$38,803.81	76	185
14	7/1/2021	8/31/2021	62	$15,444.63	$752,716.96	$812.87	$39,616.68	78	214
15	9/1/2021	9/30/2021	30	$124,610.42	$877,327.38	$6,558.44	$46,175.12	90	229
16	10/1/2021	10/31/2021	31	$33,263.30	$910,590.68	$1,750.70	$47,925.82	94	243

1/31/2022 Comments - Substantial Completion was achieved on 11/9/21.

Change Order Number	Approved	Cost This CO	Total COs
01	9/29/2020	$19,683.04	$ 19,683.04

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds a new item to compensate the Contractor for extra work to install conduit crossings via open-cut method and to repair storm sewer pipes that were damaged while attempting directional drilling. This Change Order also subtracts bid quantities for conduit items that will not be used at Liberty Walk intersection after switching to open-cut method.

Change Order Number	Approved	Cost This CO	Total COs
02	10/6/2020	$33,656.00	$ 53,339.04

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order changes the method of construction from directional boring to open trenching for the installation of conduits under the existing roadway for the signals at the intersection of O'Connor Drive and Great Oaks Drive. This change in the method of construction was necessary due to the location of existing utilities within the right of way and in the roadway. To accommodate the open cut trench method, the designer changed the conduit from 2 - 3" and 1 - 2" conduits to 4 - 2" conduits. The conduit run equals approximately 300 feet and this change order adds an additional 2" run to the project, totaling 1200 linear feet. This Change Order also adds a new Force Account item to pay for off-duty police officers and vehicles for traffic control during open trenching operations at the Great Oaks and Morgan Hill intersections.

Change Order Number	Approved	Cost This CO	Total COs
3	2/9/2021	$ 77,716.34	131,055.38

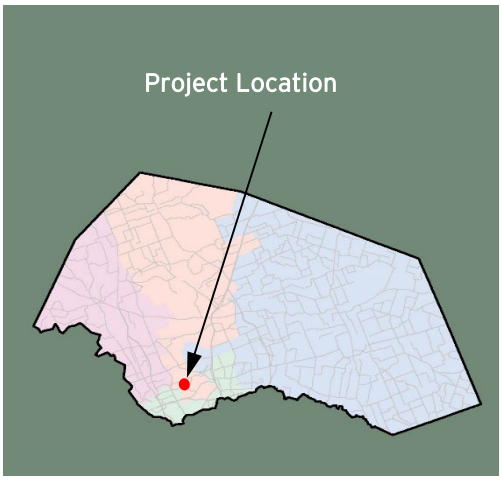
2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including; additional cost to complete installation conduits at Liberty Walk and Morgan Hill intersections due to various utility conflicts, the additional cost to replace curb and gutter that was removed in order to install conduit crossings via “open-cut” method at all three intersections, and the additional cost of maintaining project perimeter signs and barricades due to a project delay caused by working around existing utilities. 4B: Third Party Accommodation. Third party requested work. This Change Order adds a pay item for the additional cost to relocate the controller pad at Liberty Walk intersection.

Change Order Number	Approved	Cost This CO	Total COs
4	8/21	$ 37,546.50	168,601.88

Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order provides for the balancing of overruns of various Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. 4B: Third Party Accommodation. Third party requested work. This Change Order provides for the balancing of overruns to conduit, wire and cable due to the relocation of the signal controller at Liberty Walk. (Item added in Change Order #3 to relocate signal controller foundation at Liberty Walk).

Adjusted Price = $1,022,105.38





Great Oaks Drive Bridge at Brushy Creek
(Along Great Oaks Drive from Brightwater Blvd to Oak Ridge Drive)

Project Length: 0.191 Miles
Roadway Classification: Major Collector

Project Schedule: September 2021 - Early 2023
Estimated Construction Cost: $10.5 Million



FEBRUARY 2022 IN REVIEW

2/4/2022: DeNucci Constructors set the column forms at Bent 2. Subcontractor Greater Austin finished the Bent 4 concrete bridge cap. AT&T's contractor completed lowering the line in conflict on the southeast portion of the project.

2/11/2022: DeNucci Constructors formed and poured the top section of the City of Round Rock wastewater manhole base at the Fern Bluff tie-in. DeNucci continued excavating for Retaining Wall RW-3R and formed and poured the leveling pad for walls RW-3L and 3C. Subcontractor Greater Austin tied steel, formed and poured the Phase 2 portion of the Bent 3 concrete bridge cap.

2/18/2022: DeNucci Constructors removed the forms from top section of the City of Round Rock wastewater manhole base at the Fern Bluff tie-in. Subcontractor Greater Austin removed the forms from the Phase 2 portion of the Bent 3 concrete bridge cap.

2/25/2022: DeNucci Constructors placed concrete for the columns at bridge Bent 2. DeNucci began installation of the 8" Fern Bluff wastewater line from the City of Round Rock wastewater manhole to the south. The Grande and Spectrum Communications contractor began relocating lines north of Abutment 1.



Design Engineer: P.E. Structural
Contractor: DeNucci Constructors
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

HNTB

Great Oaks Drive Improvements at Brushy Creek
Project No. T4327

Original Contract Price = $10,580,634.11

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/30/2021	8/3/2021	9/3/2021	9/13/2021				585		585

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/13/2021	9/30/2021	18	$299,881.08	$299,881.08	$33,320.12	$33,320.12	3	3
2	10/1/2021	10/31/2021	31	$305,937.90	$605,818.98	$33,993.10	$67,313.22	6	8
3	11/1/2021	11/30/2021	30	$353,916.66	$959,735.64	$39,324.07	$106,637.29	10	14
4	12/1/2021	12/31/2021	31	$323,378.73	$1,283,114.37	$35,930.97	$142,568.26	13	19
5	1/1/2022	1/31/2022	31	$388,799.66	$1,671,914.03	$43,199.97	$185,768.23	18	31

9/30/2021 Comments - Notice to Proceed on 9/3/21 with time charges beginning 9/13/21.

Adjusted Price = $10,580,634.11

Corridor H - Sam Bass Interim Traffic Signals
Project No. T1740

Original Contract Price = $319,866.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
9/1/2020	9/29/2020	1/5/2021	1/19/2021	5/13/2021	10/7/2021		60	58	118

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	12/1/2020	12/31/2020		$9,000.00	$9,000.00	$1,000.00	$1,000.00	3	0
2	1/19/2021	1/31/2021	13	$68,562.00	$77,562.00	$7,618.00	$8,618.00	28	11
3	2/1/2021	4/30/2021	89	$132,604.97	$210,166.97	$14,733.89	$23,351.89	76	86
4	5/1/2021	5/31/2021	16	$52,976.25	$263,143.22	$5,886.25	$29,238.14	95	100
5	8/1/2021	8/31/2021	0	$6,054.30	$269,197.52	$672.70	$29,910.84	97	100
6	9/1/2021	11/30/2021	91	$38,110.84	$307,308.36	-$29,910.84	$0.00	100	177

11/30/2021 Comments - Processing final payment to Contractor.
9/30/2021 Comments - Substantial Completion was achieved on 5/13/21.

Change Order Number	Approved	Cost This CO	Total COs
01	4/6/2021	28,476.86	28,476.86

1A. Design Error or Omission. Incorrect PS&E. This Change Order changes the timber poles on south side of the intersection of Great Oaks Drive and Sam Bass Road to steel poles because there is not enough right of way to install guy wire support for timber poles.
3F. County Convenience. Additional work desired by the County. This Change Order adds pedestrian signals to the existing cross walk and changes the locations of signal controller and electric service at the intersection of Great Oaks Drive and Sam Bass Road. This Change Order also adds a new item to trim the existing trees at the intersection of Walsh Ranch Boulevard and Sam Bass Road that are blocking signal heads and traffic detectors.

Change Order Number	Approved	Cost This CO	Total COs
02	8/10/2021	7,027.00	35,503.86

This Change Order adds a protected left turn phase for the westbound and eastbound left turn lanes on Sam Bass Road at the intersection with Great Oaks Drive. This change order also adds a lane assignment sign, corrects a street sign and payment for cost of mobilization for the Contractor to move back in to the project for this additional work.

Change Order Number	Approved	Cost This CO	Total COs
03	10/19/2021	-51,416.50	-15,912.64

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). 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.

Change Order Number	Approved	Cost This CO	Total COs
04	12/8/2021	3,055.00	-12,857.64

Insert Reason
2J: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final quantities for the overrun/underrun of Contract items.

Adjusted Price = $307,008.36

Hairy Man Rd. / Brushy Creek Rd. Improvements
Project No. T2232

Original Contract Price = $3,964,380.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/18/2020	12/8/2020	2/8/2021	2/18/2021	12/8/2021			309	0	309

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/18/2021	2/28/2021	11	$113,634.00	$113,634.00	$12,626.00	$12,626.00	3	4
2	3/1/2021	3/31/2021	31	$304,968.46	$418,602.46	$33,885.38	$46,511.38	12	14
3	4/1/2021	4/30/2021	30	$164,520.90	$583,123.36	$18,280.10	$64,791.48	16	23
4	5/1/2021	5/31/2021	31	$129,207.51	$712,330.87	$14,356.39	$79,147.87	20	33
5	6/1/2021	6/30/2021	30	$509,373.81	$1,221,704.68	$56,597.09	$135,744.96	34	43
6	7/1/2021	7/31/2021	31	$809,404.66	$2,031,109.34	$89,933.86	$225,678.82	57	53
7	8/1/2021	8/31/2021	31	$778,616.79	$2,809,726.13	$86,512.97	$312,191.79	79	63
8	9/1/2021	9/30/2021	30	$348,233.83	$3,157,959.96	-$145,983.37	$166,208.42	84	73
9	10/1/2021	10/31/2021	31	$83,183.01	$3,241,142.97	$4,378.05	$170,586.47	86	83
10	11/1/2021	11/30/2021	30	$9,239.70	$3,250,382.67	$486.30	$171,072.77	86	93
11	12/1/2021	12/31/2021	31	$14,643.24	$3,265,025.91	$770.70	$171,843.47	86	103
12	1/1/2022	1/31/2022	31	$184,756.34	$3,449,782.25	-$101,439.75	$70,403.72	89	113

2/28/2022 Comments - Processing Final Balancing Change Order before issuing Certificate of Completion.

Change Order Number	Approved	Cost This CO	Total COs
01	7/20/2021	$6,004.00	$ 6,004.00

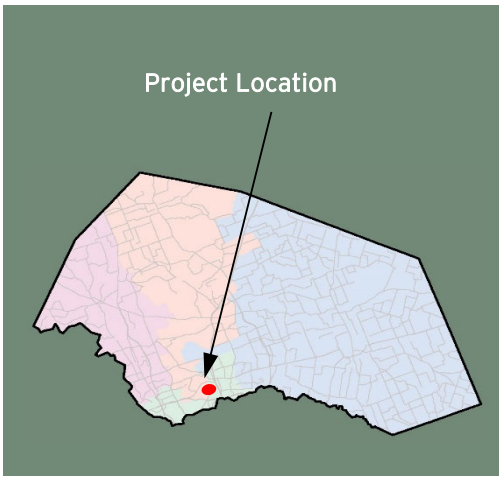
This Change Order adds an item to pay for installation of barbed wire fence at Olson Meadows Park. This fence replaces an existing fence that was removed to complete the roadway widening. Fern Bluff MUD requested that the fencing be replaced to prevent parking on the slope.

Change Order Number	Approved	Cost This CO	Total COs
02	8/3/2021	$3,900.00	$ 9,904.00

This Change Order adds an item to pay for installation of three 3' x 3' - 3' x 3' drop inlets and removes two 5' x 3' - 3' x 3' drop inlets that were included in the original plans. Plan sheet 111 shows to install three 3' x 3' - 3' x 3' inlets but the Summary of Estimated Quantities on Sheet 16 and the pay app show two 5' x 3' - 3' x 3' inlets.

Adjusted Price = $3,974,284.00





CR 111 Westinghouse Road
(FM 1460 to SH 130 and CR 110 North to CR 111)

Project Length: 4.633 Miles
Roadway Classification: Rural Collector

Project Schedule: Janaury 2022 - Early 2023
Estimated Construction Cost: $21 Million



FEBRUARY 2022 IN REVIEW

2/4/2022: Capital Excavation continued with clearing the right of way (ROW) throughout project. Capital continued removing fencing and trees within the ROW.

2/11/2022: Capital Excavation continued clearing the right of way (ROW) throughout the project. The contractor continued to pothole at culvert locations to investigate existing utilities. Subcontractor ESSI completed installing silt fence around approved topsoil stockpiles and at the ROW on CR110 south of CR111.

2/18/2022: Capital Excavation continued clearing the right of way (ROW) throughout the project by removing existing fencing, trees and vegetation. The contractor also resumed removing topsoil and hauling to stockpile on proposed CR 110 roadway south of CR 111. Subcontractor ESSI continued installing silt fence along the CR 111 ROW.

2/25/2022: Capital Excavation continued clearing the right of way (ROW) throughout the project. Capital installed construction exits throughout the project. Subcontractor ESSI continued installing silt fence along the CR 111 ROW. Subcontractor Austin Wood Recycling began grinding the brush piles near CR 110 and Bell Gin Road. The groundbreaking ceremony was held on



Design Engineer: Steger Bizzell
Contractor: Capital Excavation
Construction Observation:
Chuck Evans, HNTB

Williamson County
Road Bond Program

HNTB

CR 111 Westinghouse Road
Project No. 22IFB39

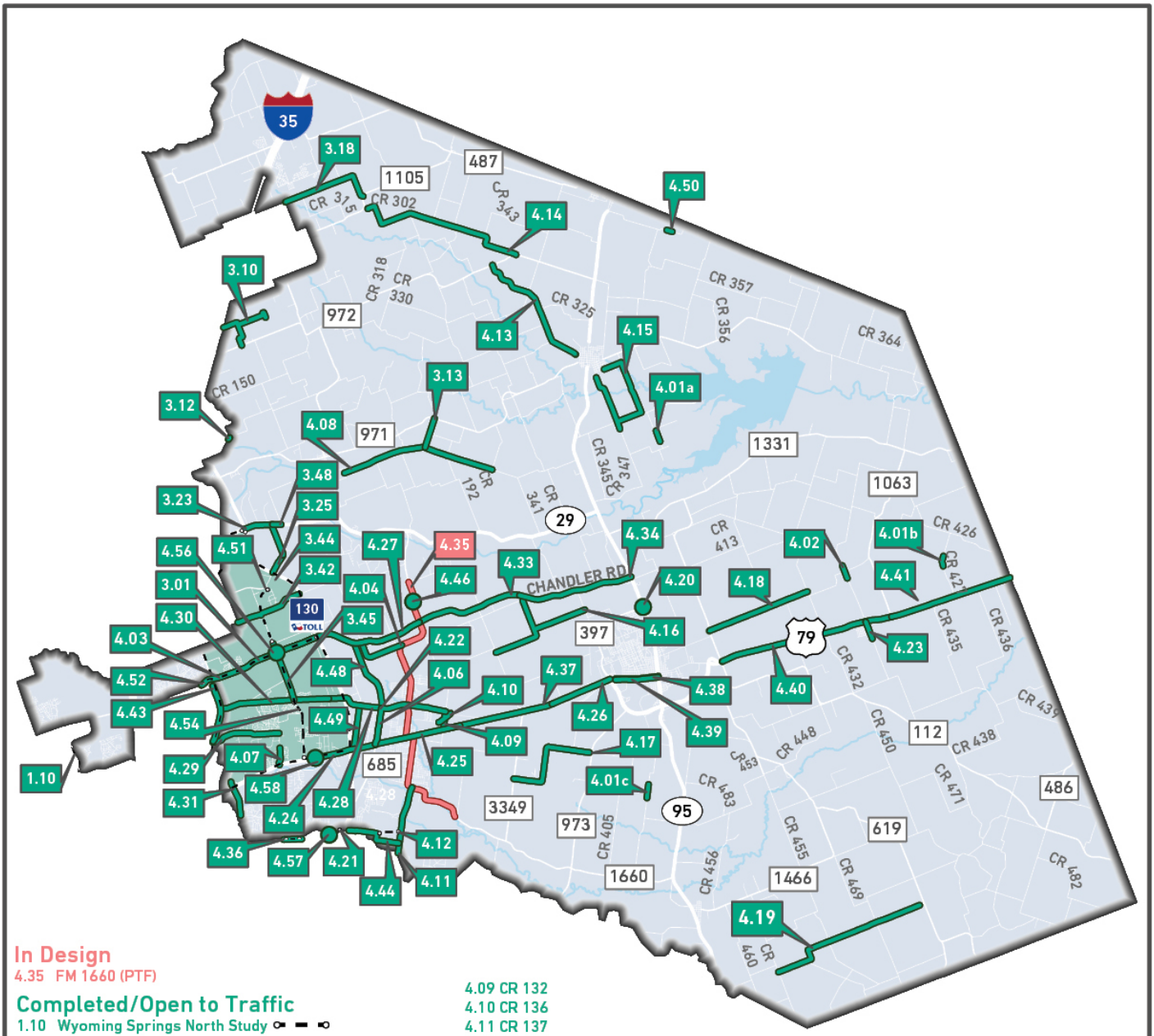
Original Contract Price = $21,024,332.88

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
12/15/2021	1/11/2022	1/20/2022	1/30/2022			700		700

1/31/2022 Comments - Notice to Proceed was given on 1/20/22 with time charges beginning on 1/30/22.

Adjusted Price = $21,024,332.88

2000/2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



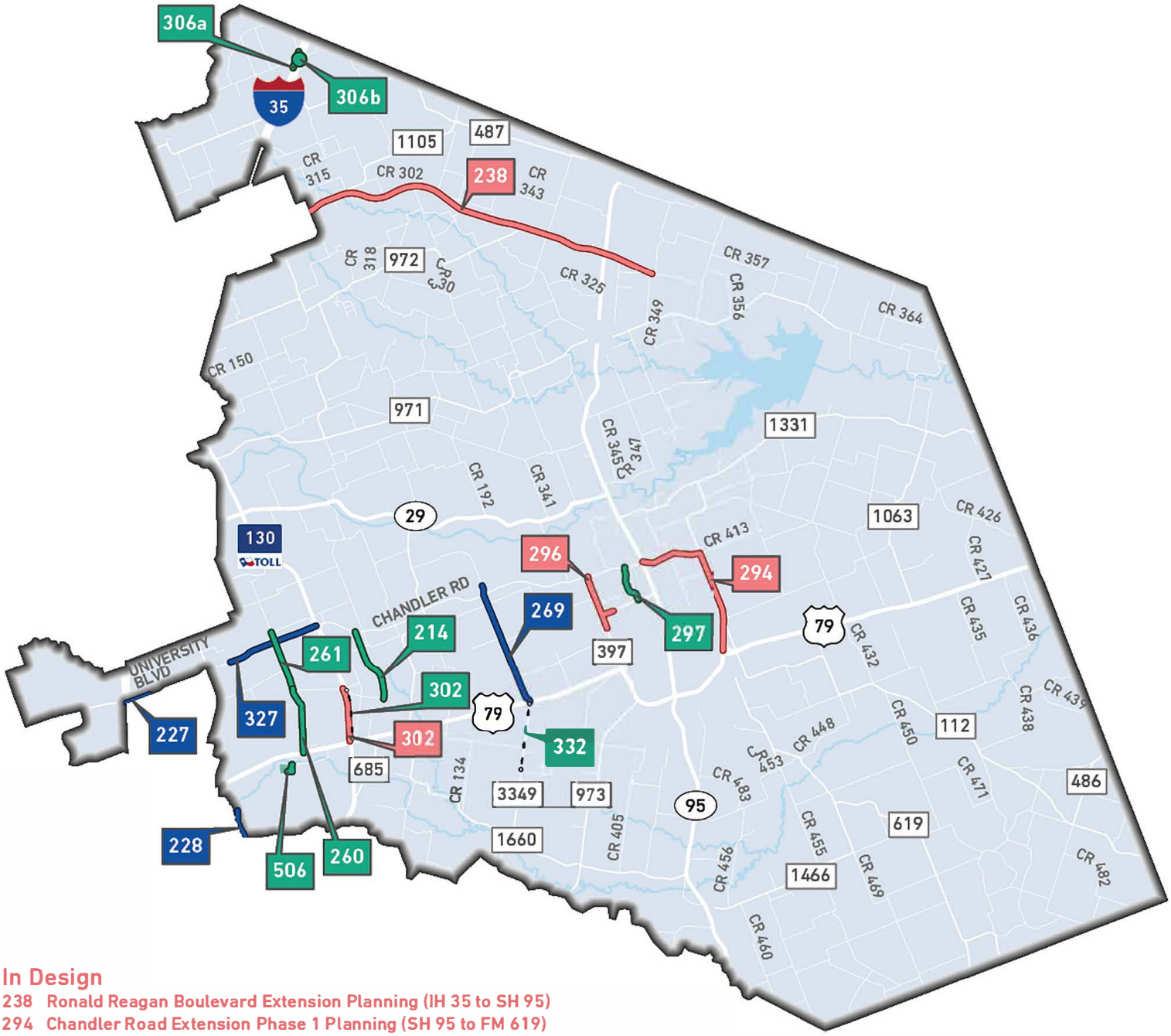
In Design

4.35 FM 1660 (PTF)

Completed/Open to Traffic

1.10 Wyoming Springs North Study
3.01 FM 1460 to CR 110
3.10 CR 142
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 – Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston) (Design)
3.45 CR 110 Middle (North of Limmer Loop to CR 107)
3.48 SH 29 Widening - 12" Water Main Relocation
4.01a CR 427 Bridge Replacement
4.01b CR 390 Bridge Replacement
4.01c CR 406 Bridge Replacement
4.02 CR 424 Bridge Replacement
4.03 Chandler Road - Phase 1
4.04 CR 100
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment Study
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop - Phase 1A
4.23 Thrall School Zone
4.24 US 79 - Section 1
4.25 US 79 - Section 2
4.26 US 79 - Section 3A
4.27 Chandler Rd. - Phase 2
4.28 Limmer Loop - Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop - Phase 1C
4.31 Kenney Fort Boulevard - Phase 1
4.33 Chandler Rd. - Phase 3A
4.34 Chandler Rd. - Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110 / Arterial A Study (design)
4.52 University Blvd. (Chandler Rd.) Expansion
4.54 CR 110 South - (Design) (US 79 to Limmer Lp)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

2013 ROAD BOND PROGRAM PROJECTS
Precinct 4 - Commissioner Boles

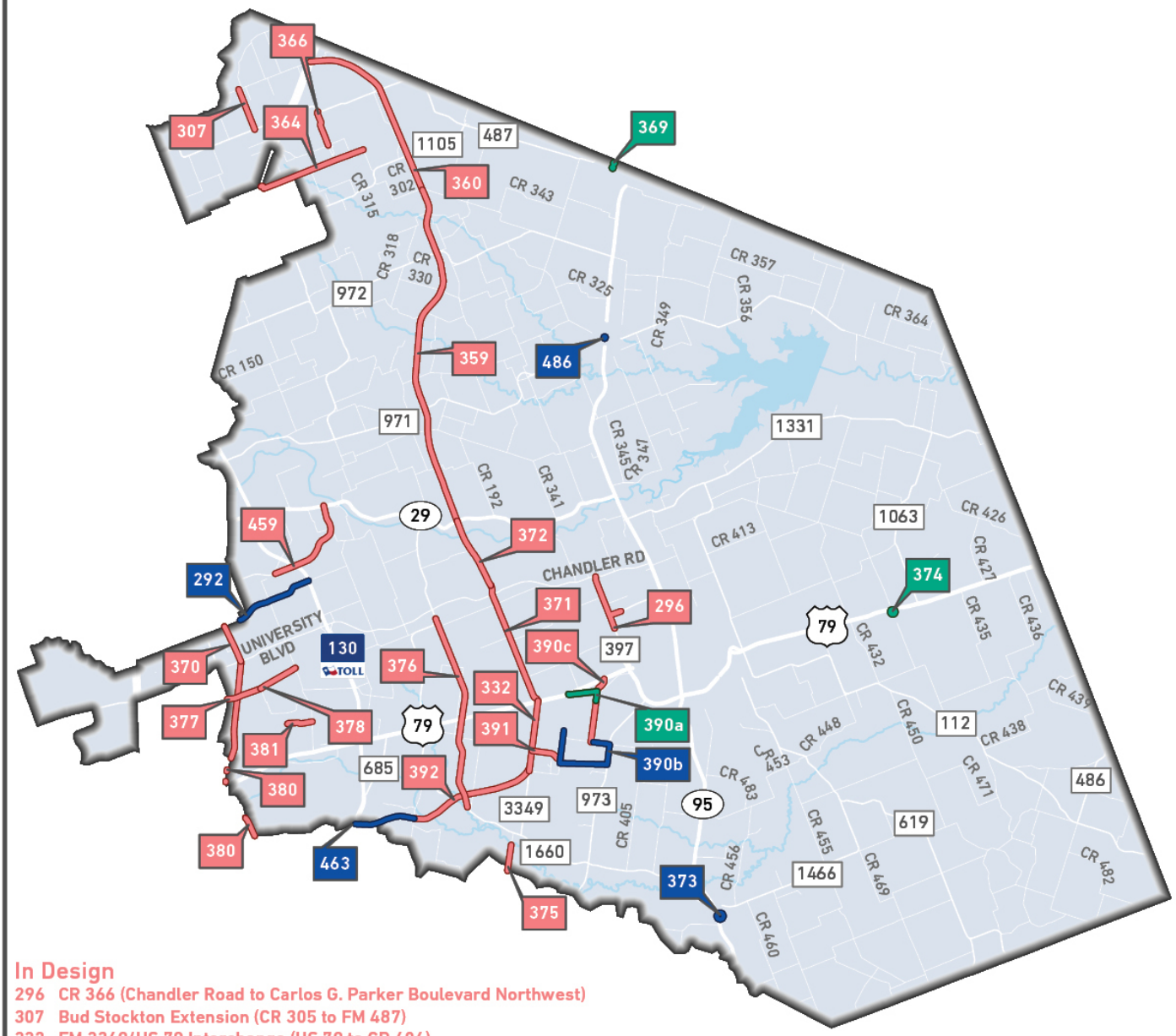


In Design
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
294 Chandler Road Extension Phase 1 Planning (SH 95 to FM 619)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
302 SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)

Under Construction/Bidding
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Boulevard Segments 2 and 3 (Forest Creek Boulevard to SH 45)
269 CR 101 (US 79 to North of Chandler Road)
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)

Completed/Open to Traffic
214 CR 119 (Limmer Loop to Chandler Road)
260 CR 110 South (US 79 to Limmer Loop)
261 CR 110 Middle (Limmer Loop to CR 107)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302 SH 130 Traffic Study
306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
306b CR 305 at IH 35 Bridge Replacement
332 FM 3349/US 79 Interchange (US 79 to CR 404)
506 Oak Bluff and Greenfield Drainage Improvements

2019 ROAD BOND PROGRAM PROJECTS
Precinct 4 - Commissioner Boles



In Design

296 CR 366 (Chandler Road to Carlos G. Parker Boulevard Northwest)
307 Bud Stockton Extension (CR 305 to FM 487)
332 FM 3349/US 79 Interchange (US 79 to CR 404)
359 Corridor E4 (Future SH 29 to Ronald Reagan Extension / Corridor D)
360 Corridor E5 (Ronald Reagan Extension / Corridor D to IH 35 / CR 305)
364 CR 314 Safety Improvement (IH 35 Northbound Frontage Rd to East of CR 3001)
366 CR 332 Realignment (South of FM 487 to North of CR 313)
370 MoKan (Georgetown Inner Loop to University Boulevard)
371 Corridor E2 (US 79 to Chandler Road / Corridor B2)
372 Corridor E3 (Chandler Road / Corridor B2 to Future SH 29)
375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
376 CR 134/CR 132 Extension (Hutto Arterial)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
380 MoKan (University Boulevard to SH 45)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
390c CR 401/CR 404 Improvements (US 79 to CR 404)
391 CR 404 Realignment (CR 404 to CR 401)
392 Southeast Loop Segment 2, Phase 1 (CR 137 to CR 404)
459 Southeast Inner Loop Extension (Corridor C)
(Sam Houston Avenue at Patriot Way to SH 29)

Under Construction/Bidding

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
373 Coupland Street Project (S. Broad & Muery Streets)
390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
463 Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)
486 Granger Project (Davilla Street Culvert) (Davilla Street to N Walton Street)

Completed/Open to Traffic

369 Bartlett Project (Cotrell Street)
390a CR Improvements and Paving (CR401, CR402, CR404)
374 Thrall Street Project - S. Bounds Street

CR 110 Middle (Limmer Loop to CR 107)
Project No. 1809-261

Original Contract Price = $8,910,862.73

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/14/2018	2/5/2019	4/26/2019	5/6/2019	10/20/2020	6/29/2021		390	144	534

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/6/2019	5/31/2019	26	$719,064.06	$719,064.06	$79,896.01	$79,896.01	9	5
2	6/1/2019	6/30/2019	30	$327,805.09	$1,046,869.15	$36,422.78	$116,318.79	14	10
3	7/1/2019	7/31/2019	31	$406,884.79	$1,453,753.94	$45,209.43	$161,528.22	19	16
4	8/1/2019	8/31/2019	31	$391,244.33	$1,844,998.27	$43,471.59	$204,999.81	24	22
5	9/1/2019	9/30/2019	30	$88,385.54	$1,933,383.81	$9,820.61	$214,820.42	25	28
6	10/1/2019	10/31/2019	31	$295,167.52	$2,228,551.33	$32,796.39	$247,616.81	29	34
7	11/1/2019	11/30/2019	30	$424,033.35	$2,652,584.68	$47,114.82	$294,731.63	34	39
8	12/1/2019	12/31/2019	31	$511,268.18	$3,163,852.86	$56,807.57	$351,539.20	41	45
9	1/1/2020	1/31/2020	31	$385,342.62	$3,549,195.48	$42,815.85	$394,355.05	46	51
10	2/1/2020	2/29/2020	29	$514,688.36	$4,063,883.84	$57,187.60	$451,542.65	53	56
11	3/1/2020	3/31/2020	31	$344,124.14	$4,408,007.98	$38,236.01	$489,778.66	57	62
12	4/1/2020	4/19/2020	19	$293,737.21	$4,701,745.19	$32,637.47	$522,416.13	61	66
13	4/20/2020	5/19/2020	30	$277,306.64	$4,979,051.83	$30,811.87	$553,228.00	65	71
14	5/20/2020	6/24/2020	36	$726,652.00	$5,705,703.83	$80,739.12	$633,967.12	74	78
15	6/25/2020	7/25/2020	31	$410,122.34	$6,115,826.17	$45,569.15	$679,536.27	79	84
16	7/26/2020	8/25/2020	31	$254,747.98	$6,370,574.15	$28,305.33	$707,841.60	83	90
17	8/26/2020	9/23/2020	29	$111,839.24	$6,482,413.39	$12,426.58	$720,268.18	84	95
18	9/24/2020	10/25/2020	27	$962,394.02	$7,444,807.41	-$568,333.33	$151,934.85	89	100
19	10/26/2020	11/25/2020	0	$88,804.62	$7,533,612.03	$1,812.34	$153,747.19	90	100
20	11/26/2020	12/27/2020	0	$50,446.95	$7,584,058.98	$1,029.53	$154,776.72	90	100
21	12/28/2020	1/31/2021	0	$33,416.21	$7,617,475.19	$681.96	$155,458.68	91	100
22	2/1/2021	2/28/2021	0	$44,523.85	$7,661,999.04	$908.65	$156,367.33	91	100
23	3/1/2021	3/31/2021	0	$547,703.24	$8,209,702.28	$11,177.62	$167,544.95	98	100
24	4/1/2021	4/30/2021	0	$69,299.54	$8,279,001.82	$1,414.28	$168,959.23	99	100
25	5/1/2021	5/31/2021	0	$10,190.46	$8,289,192.28	$207.96	$169,167.19	99	100
26	6/1/2021	8/31/2021	0	$64,415.21	$8,353,607.49	$1,314.60	$170,481.79	100	100

1/31/2022 Comments - Processing the Final Balancing Change Order and Final Payment to Contractor, then Certificate of Acceptance can be issued.

9/10/2021 Comments - Certificate of Completion issued for 6/29/21.

Change Order Number	Approved	Cost This CO	Total COs
01	10/8/2019	$66,291.83	$ 66,291.83

1A: Design Error or Omission. Incorrect PS&E. This Change Order revises items and quantities for the traffic signals. 3F: County Convenience. Additional work desired by the County. This Change Order adds items for temporary sediment control fencing (install and remove) and documents the credit to the contract for materials (6'x4' box culvert) furnished by the County.

Change Order Number	Approved	Cost This CO	Total COs
02	12/17/2019	$31,881.14	$ 98,172.97

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order provides grading of the Limmer Loop ditch at CR 110, due to communication utility conflicts not being adjusted for the previous CR 110 South project. The ditch work must be completed, prior to construction of the requested driveway for the new corner store. The driveway permit has already been submitted to the County by the Developer

Change Order Number	Approved	Cost This CO	Total COs
03	7/21/2020	$10,419.60	$ 108,592.57

3F: County Convenience. Additional work desired by the County. This Change Order adds Traffic Control Phase 2 Step 2 to the project. This step consists of shifting traffic from the existing lanes to the new lanes f rom just south of CR 112 to the north end of the project.

Change Order Number	Approved	Cost This CO	Total COs
04	12/8/2020	$3,266.23	$ 111,858.80

3L: County Convenience. Revising safety work/measures desired by the County. This Change Order adds a new item to pay the Contractor to repair the guard rail end treatment on southbound CR 110, south of CR 112. This is within the construction project limits.

Change Order Number	Approved	Cost This CO	Total COs
05	3/16/2021	($11,737.85)	$ 100,120.95

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds improvements to drainage and new side street intersections to the project. 3L: County Convenience. Revising safety work/measures desired by the County. This Change Order deletes lime from the pavement section, adds item to pay for police used during traffic control, and repairs damage to a signal controller and repairs potholes in the existing pavement. 4B: Third Party Accommodation. Third party requested work. This change order adds fittings to the Jonah Water line.

Change Order Number	Approved	Cost This CO	Total COs
06	2/2/2021	$46,375.56	$ 146,496.51

3E: County Convenience. Reduction of future maintenance. This Change Order adds pay items to compensate the Contractor to mill and repave a portion of existing University Boulevard that was not called out to be overlayed in the plans.

Change Order Number	Approved	Cost This CO	Total COs
07	3/16/2021	$6,519.31	$ 153,015.82

3F: County Convenience. Additional work desired by the County. This Change Order adds a pay item to compensate the Contractor to remove additional structures in the right of way along CR 110 north of the project.

Change Order Number	Approved	Cost This CO	Total COs
08	3/16/2021	$233,343.80	$ 386,359.62

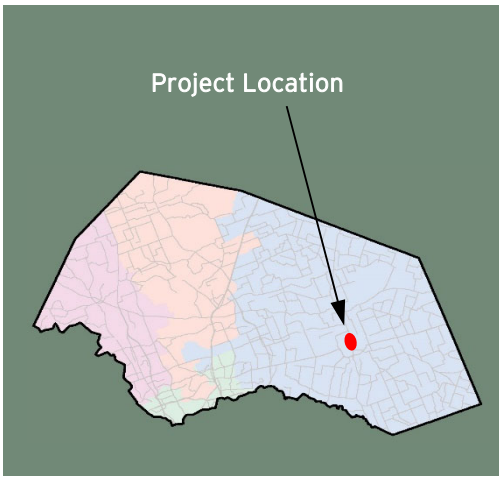
6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

Change Order Number	Approved	Cost This CO	Total COs
09	1/11/2022	($737,540.85)	$ (351,181.23)

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $8,559,681.50





CR 101
(US 79 to north of Chandler Road)

Project Length: 3.76 Miles
Roadway Classification: Rural Collector

Project Schedule: July 2020 - Spring 2022
Estimated Construction Cost: $13 Million



FEBRUARY 2022 IN REVIEW

2/4/2022: No work due to inclement weather.

2/11/2022: James Construction placed the safety end treatments on the drainage pipe under CR 368 and placed the drainage pipe and safety end treatments under CR 394 at the CR 101 intersection. The west side of the CR 101 and CR 368/CR 394 intersection was removed and replaced with full-depth asphalt. Crews installed the drainage pipe and full depth asphalt on the west side of the CR 101 and CR 368/CR 394 intersection.

2/18/2022: James Construction finished up full-depth asphalt on the northeast corner of the CR 101 and CR 368/394 intersection. Subcontractor RSI removed and replaced some metal beam guard fence at the southwest corner of the new CR 101 and Chandler intersection. Subcontractor Lone Star Paving began placing the final lift of asphalt on Chandler Road and on CR 101, north of Chandler Road.

2/25/2022: James Construction began installing driveways throughout the project. Subcontractor RSI resumed placing metal beam guard fence on the south side of the new CR 101 and Chandler intersection. Subcontractor Lone Star Paving completed asphalt paving on Chandler Road, CR 101, the CR 368/CR 394 intersection and for the Alignment A traffic shift.



Design Engineer: BGE, Inc.
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

CR 101 (US 79 to Chandler Road)
Project No. 2138

Original Contract Price = $13,092,842.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
10/10/2019	11/5/2019	6/26/2020	7/6/2020				540		540

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/6/2020	7/25/2020	20	$366,881.43	$366,881.43	$40,764.60	$40,764.60	3	4
2	7/26/2020	8/30/2020	36	$2,072,374.48	$2,439,255.91	$230,263.83	$271,028.43	21	10
3	8/31/2020	9/23/2020	24	$66,831.99	$2,506,087.90	$7,425.78	$278,454.21	21	15
4	9/24/2020	10/25/2020	32	$531,044.64	$3,037,132.54	$59,004.96	$337,459.17	26	21
5	10/26/2020	11/29/2020	35	$424,017.35	$3,461,149.89	$47,113.04	$384,572.21	30	27
6	11/30/2020	12/27/2020	28	$709,324.00	$4,170,473.89	$78,813.77	$463,385.98	36	32
7	12/28/2020	1/27/2021	31	$294,970.38	$4,465,444.27	$32,774.49	$496,160.47	38	38
8	2/1/2021	2/28/2021	28	$293,948.14	$4,759,392.41	$32,660.91	$528,821.38	41	43
9	3/1/2021	3/31/2021	31	$367,172.81	$5,126,565.22	$40,796.97	$569,618.35	44	49
10	4/1/2021	4/30/2021	30	$421,691.16	$5,548,256.38	$46,854.58	$616,472.93	47	55
11	5/1/2021	5/31/2021	31	$703,963.56	$6,252,219.94	$78,218.17	$694,691.10	53	60
12	6/1/2021	6/30/2021	30	$348,806.38	$6,601,026.32	$38,756.27	$733,447.37	56	66
13	7/1/2021	7/31/2021	31	$450,541.31	$7,051,567.63	$50,060.14	$783,507.51	60	72
14	8/1/2021	8/31/2021	31	$759,767.66	$7,811,335.29	$84,418.63	$867,926.14	67	77
15	9/1/2021	9/30/2021	30	$572,768.63	$8,384,103.92	$63,640.93	$931,567.07	71	83
16	10/1/2021	10/31/2021	31	$731,491.99	$9,115,595.91	-$451,798.89	$479,768.18	74	89
17	11/1/2021	11/30/2021	30	$496,699.04	$9,612,294.95	$26,142.05	$505,910.23	78	94
18	12/1/2021	12/31/2021	31	$786,832.47	$10,399,127.42	$41,412.24	$547,322.47	84	100
19	1/1/2022	1/31/2022	31	$168,386.88	$10,567,514.30	$8,862.46	$556,184.93	85	106

7/31/2020 Comments - The Notice to Proceed was issued 6/26/20 with Time Charges beginning on 7/6/2020.

Change Order Number	Approved	Cost This CO	Total COs
01	9/14/2021	139,570.57	$ 139,570.57

3F: County Convenience. Additional work desired by the County. This Change Order adds various changes to the project, including additional pipe underdrains to help alleviate groundwater, concrete used to backfill Culvert 4, and use of full-depth asphalt on side roads and intersections to expedite reconstruction of

Change Order Number	Approved	Cost This CO	Total COs
02	9/14/2021	87,600.15	$ 227,170.72

3F: County Convenience. Additional work desired by the County. This Change Order documents the change in the method of installation of the 24" waterline encasement pipe across CR 368 and CR 101 and adds 4 - 4" bores and water meter relocations to the contract.

Change Order Number	Approved	Cost This CO	Total COs
03	9/28/2021	81,281.83	$ 308,452.55

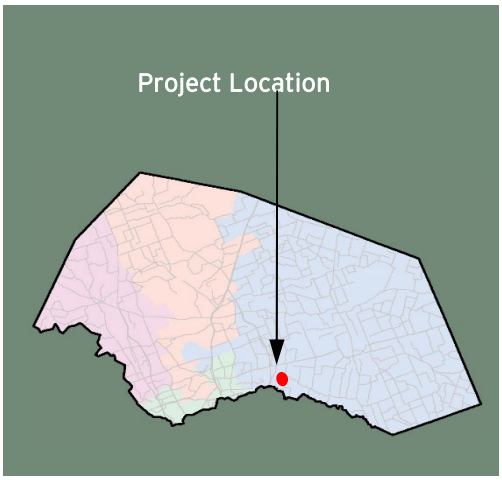
3B: County Convenience. Public relations improvement. This change order changes the pavement section from typical flexible base to full-depth asphalt at south end tie-in to existing pavement, adds a driveway for a landowner and adds a sixth wire and water gap fence across Little Mustang Creek.

Change Order Number	Approved	Cost This CO	Total COs
04	9/28/2021	(366,519.81)	$ (58,067.26)

3C. County Convenience. Implementation of a Value Engineering finding. This Change Order removes quantities for various Jonah Water SUD water line items, due to an alignment shift at the southern end of the project at the US 79 intersection. 3F. County Convenience. Additional work desired by the County. This change order adds a force account item to the contract to compensate the contractor for pavement repairs in the roadway and to perform grading to prevent future saturation.

Adjusted Price = $13,034,774.74





Southeast Loop Segment 1, Phase 1
(Northbound Frontage of SH 130 to CR 137)

Project Length: 1.848 Miles
Roadway Classification: Rural Collector

Project Schedule: July 2021 - January 2023
Estimated Construction Cost: $11.7 Million



FEBRUARY 2022 IN REVIEW

2/4/2022: James Construction did not perform any work due to inclement weather. Montes Construction pumped out all the water surrounding the septic tanks.

2/11/2022: James Construction (JCG) formed and poured the cap for bents 7 and 2 on the SCS Pond Bridge. JCG continued installing panels and placing rock backfill and straps for retaining walls 4, 5, 6 and 7. Montes Construction began backfilling the new septic tanks.

2/18/2022: James Construction (JCG) poured the bridge cap for bent 2 on the SCS Pond Bridge and began forming for the cap on Bent 6. JCG continued placing dirt embankment for retaining walls 6 and 7.

2/25/2022: James Construction (JCG) completed forming for the bridge cap at Bent 6 and continued placing embankment for retaining walls 5, 6 and 7. JCG placed retaining panels for walls 5 and 6. Montes Construction removed the existing septic tanks for the Bridge Church and buried the new septic system.



Design Engineer: RTG
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Southeast Loop Segment 1, Phase 1
Project No. T3346

Original Contract Price = $11,526,789.09

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/30/2021	4/27/2021	7/12/2021	7/19/2021				534	24	558

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/19/2021	8/31/2021	44	$767,411.06	$767,411.06	$85,267.90	$85,267.90	7	8
2	9/1/2021	9/30/2021	30	$328,739.28	$1,096,150.34	$36,526.58	$121,794.48	10	13
3	10/1/2021	10/31/2021	31	$221,811.16	$1,317,961.50	$24,645.69	$146,440.17	13	19
4	11/1/2021	11/30/2021	30	$278,008.69	$1,595,970.19	$30,889.85	$177,330.02	15	24
5	12/1/2021	12/31/2021	31	$331,070.23	$1,927,040.42	$36,785.58	$214,115.60	18	30
6	1/1/2022	1/31/2022	31	$624,535.89	$2,551,576.31	$69,392.88	$283,508.48	24	35

7/31/2021 Comments - Time Charges began on 7/19/21.

Change Order Number	Approved	Cost This CO	Total COs
01	8/3/2021	148,710.35	148,710.35

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

Adjusted Price = $11,675,499.44

County Road Paving (CR 401, 402, 404)
Project No. T4320

Original Contract Price = $922,709.84

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
8/27/2021	9/14/2021	9/27/2021	10/7/2021	11/4/2021		84		84

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/7/2021	10/29/2021	23	$756,349.89	$756,349.89	$39,807.89	$39,807.89	95	27
2	10/30/2021	11/30/2021	32	$32,804.73	$789,154.62	$1,726.56	$41,534.45	99	65
3	12/1/2021	12/31/2021	31	$28,096.85	$817,251.47	-$24,856.38	$16,678.07	99	102

1/31/2022 Comments - Processing Final Balancing Change Order prior to issuing the Certificate of Acceptance.
11/30/2021 Comments - Substantial Completion was achieved on 11/4/21.

Change Order Number	Approved	Cost This CO	Total COs
01	12/8/2021	7,471.00	7,471.00

Insert Reason
3F. County Convenience. Additional work desired by the County. 3L. Revising safety work/measures desired by the County. This Change Order compensates the Contractor for installing new mailbox stands for the property owners along the project and extends an existing 18" Corrugated Metal Pipe 9CMP) that was very short located along the edge of the roadway.

Change Order Number	Approved	Cost This CO	Total COs
02	2/16/2022	-88,750.77	-81,279.77

2E: Differing Site Condition (Unforeseeable). Miscellaneous difference in site condition (unforseeable).

Adjusted Price = $841,430.07

Project Name: Thrall Project - South Bounds Street

Project No. 21IFB15

Original Contract Price = $889,988.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
9/23/2021	10/19/2021	11/9/2021	11/12/2021	1/18/2022			75	0	75

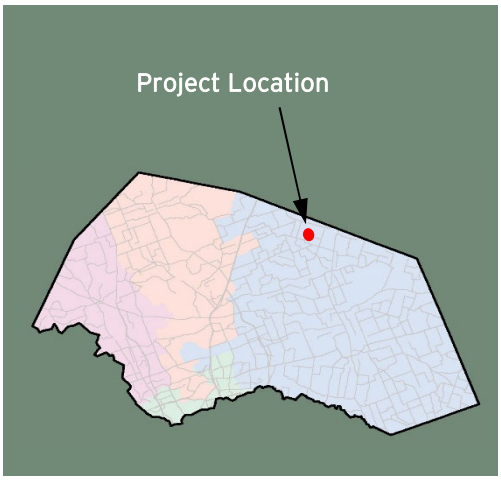
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/12/2021	12/23/2021	42	$298,411.20	$298,411.20	$33,156.80	$33,156.80	35	56
2	1/1/2022	1/31/2022	31	$352,715.63	$651,126.83	$39,190.63	$72,347.43	77	97

2/28/2022 Comments - Processing Final Balancing Change Order before issuing Certificate of Acceptance.

Change Order Number	Approved	Cost This CO	Total COs
01	2/16/2022	47,437.00	47,437.00

Adjusted Price = $937,425.00





Bartlett Project - Cotrell Street

Project Length: 0.277 Miles
Roadway Classification: Urban Local

Project Schedule: December 2021 - Late 2022
Estimated Construction Cost: $.42 Million



FEBRUARY 2022 IN REVIEW

2/4/2022: Chasco graded ditches, removed and replaced driveway culvert pipe and pumped out standing water.

2/11/2022: Chasco graded ditches Between Brook and Arnold Street. Subcontractor Texas Materials paved Cotrell Street and driveways.

2/18/2022: Chasco graded ditches between Brook and Elm Street. Subcontractor Accurate Signs and Striping installed stop signs and stop bars at intersections. The Ribbon Cutting ceremony was held on 2/17/22.

2/25/2022: Chasco graded ditches between Brook and Elm Street. Subcontractor Accurate Signs and Striping installed stop signs and placed stop bars at intersections.



Design Engineer: HNTB Corporation
Contractor: Chasco Constructors
Construction Observation:
David Thomas, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Bartlett Project - Cotrell Street
Project No. 21IFB16

Original Contract Price = $419,919.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
10/6/2021	10/20/2021	11/10/2021	11/20/2021			70		70

12/31/2021 Comments - Contractor began work on 1/24/2022.
11/30/2021 Comments - Time Charges began on 11/20/2021.

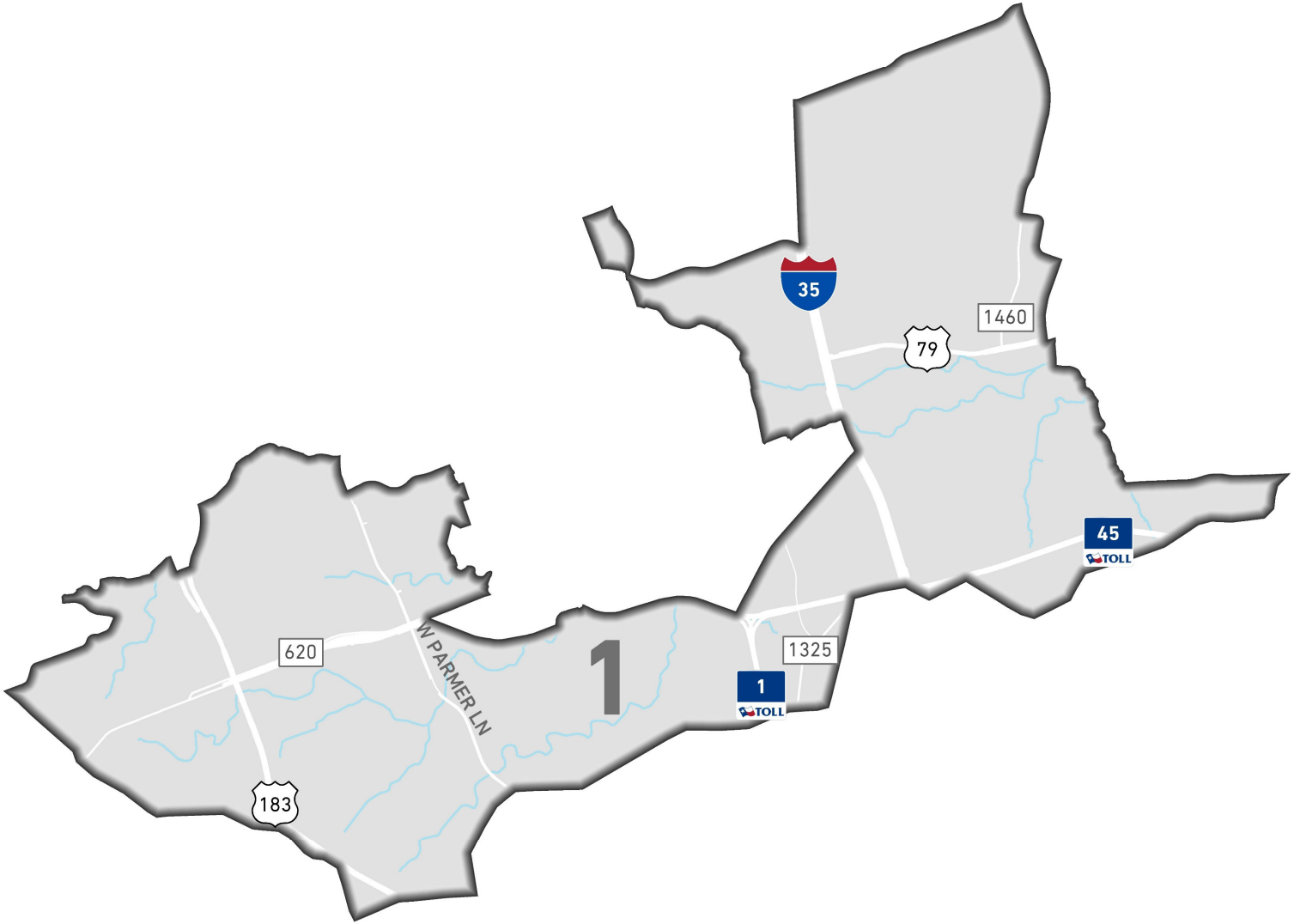
Adjusted Price = $419,919.00

Williamson County Commissioners Court

Road Bond Program

March 22, 2022

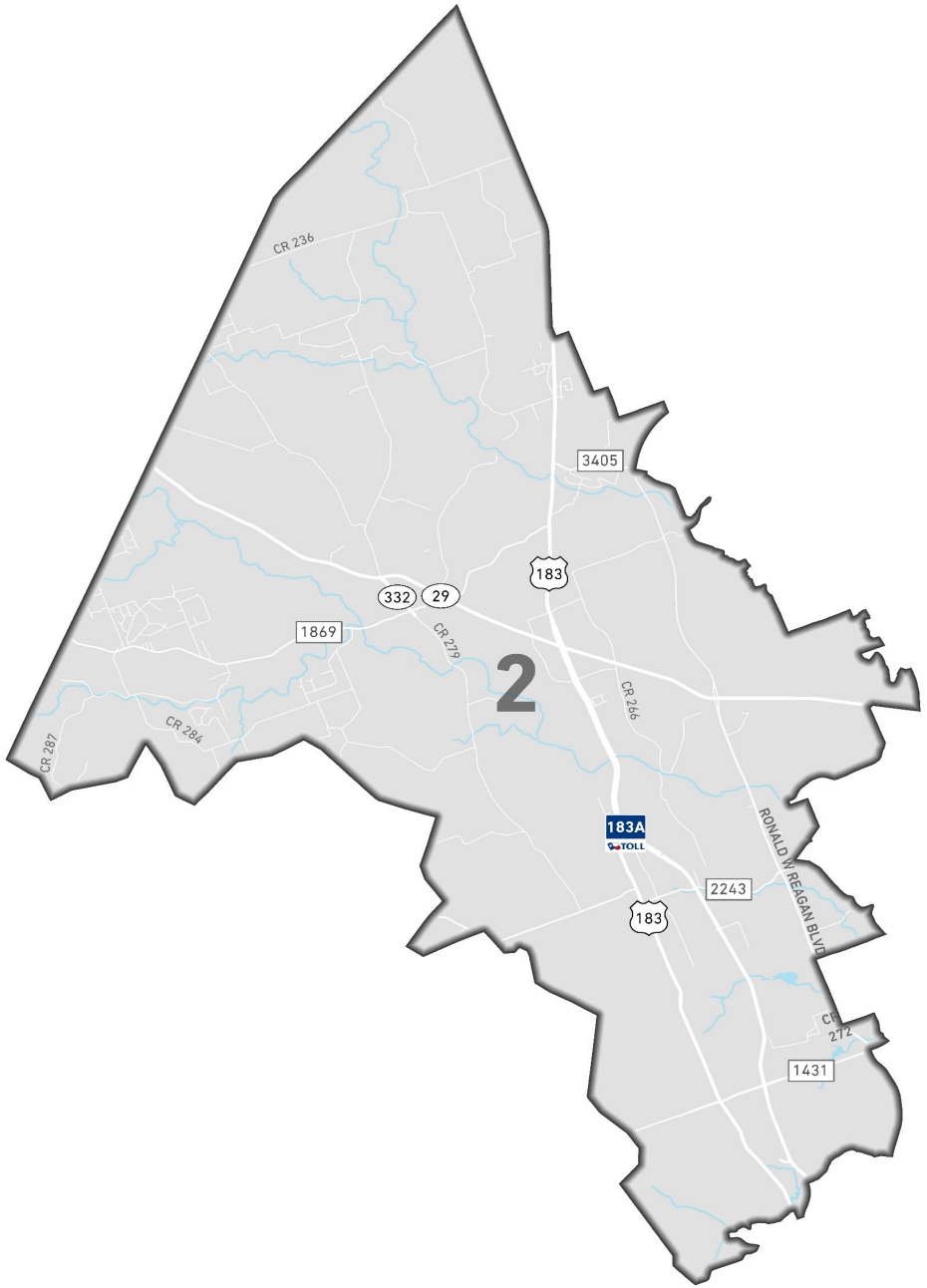
Precinct 1



All Precinct 1 Construction Projects are Substantially Complete

WILLIAMSON COUNTY
1848

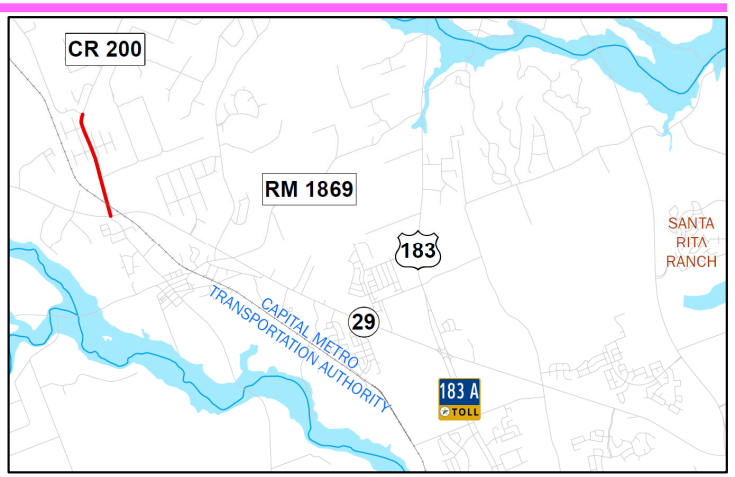
Precinct 2



CR 200 Reconstruction

Anticipated Completion

Fall 2022



Original Contract Price = $4,975,515.09

Total Change Orders to Date = $0

Adjusted Contract Price = $4,975,515.09

Expenditures to Date = $987,484.00 (20%)

CR 200 Reconstruction



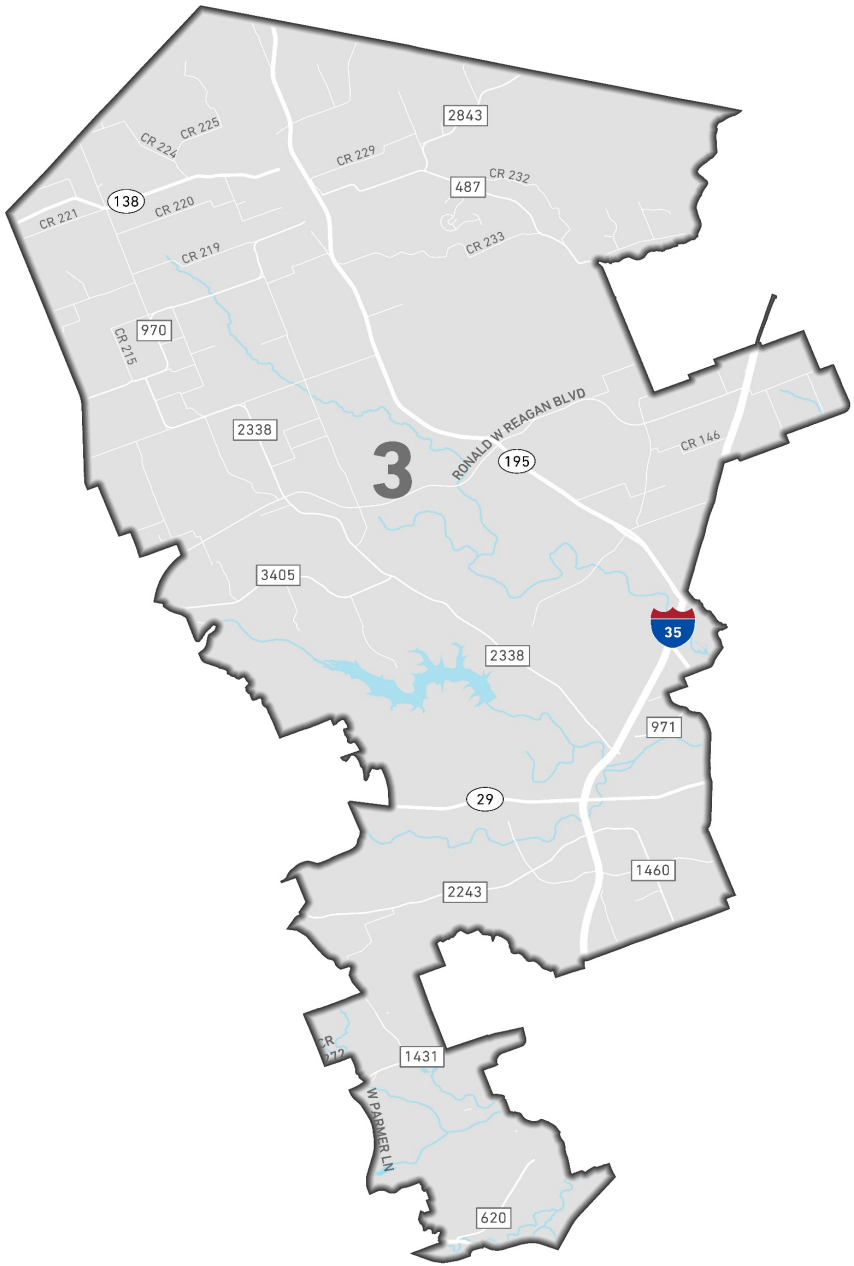
CR 200 Reconstruction



CR 200 Reconstruction



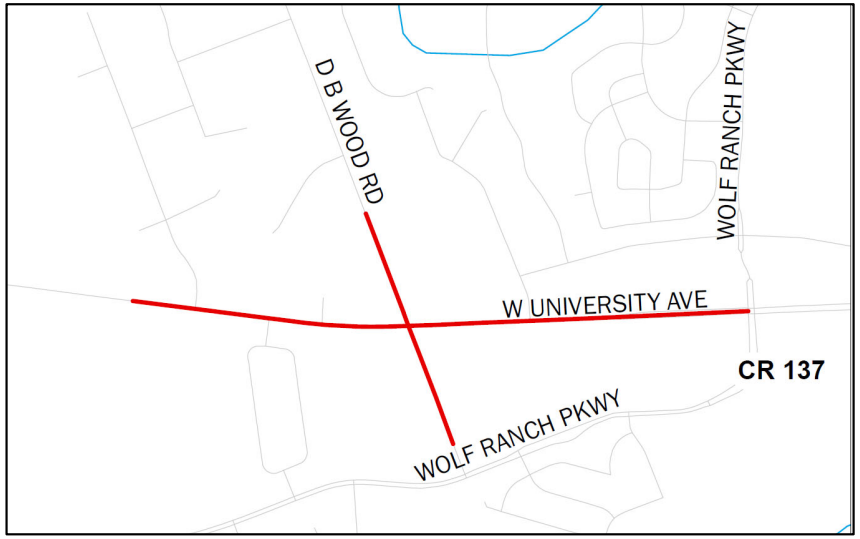
Precinct 3


3
2843
CR 225
CR 224
CR 229
CR 232
487
138
CR 221
CR 220
CR 233
CR 219
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PARMER LN
620

SH 29
(DB Woods Intersection)

Anticipated Completion

Spring 2023



Partnership TxDOT

Original Contract Amount = $5,548,287.93

Construction is managed by TxDOT

SH 29
(DB Woods Intersection)



SH 29
(DB Woods Intersection)



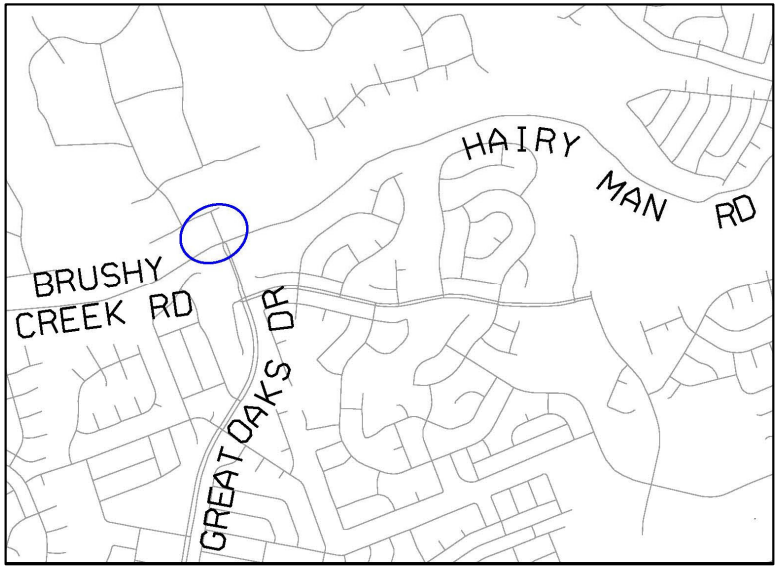
SH 29
(DB Woods Intersection)



Great Oaks Bridge at Brushy Creek

Anticipated Completion

Spring 2023



Original Contract Price = $10,580,634.11

Total Change Orders to Date = $0

Adjusted Contract Price = $10,580,634.11

Expenditures to Date = $1,857,682.26 (18%)

Great Oaks Bridge at Brushy Creek



Great Oaks Bridge at Brushy Creek



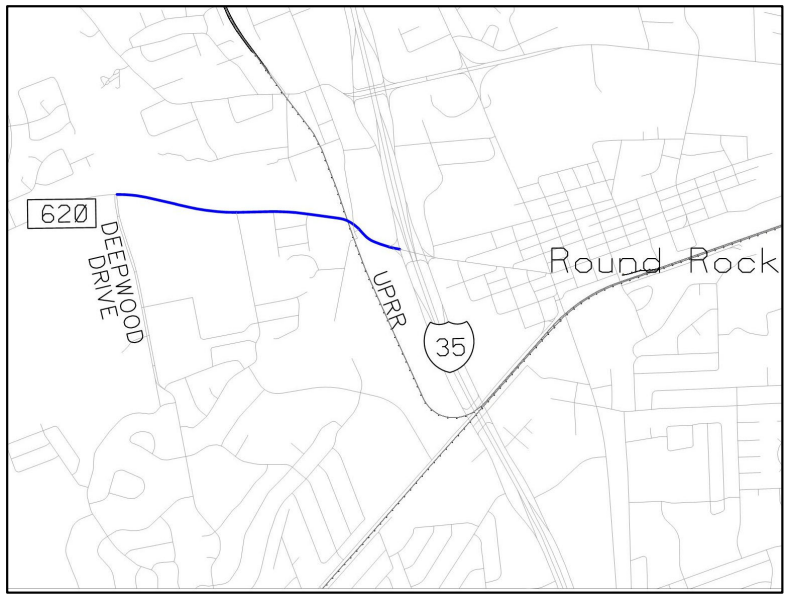
Great Oaks Bridge at Brushy Creek



RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Anticipated Completion

Summer 2022



Partnership with TxDOT and the City of Round Rock

Original Contract Amount = $27,468,703.67

Construction is managed by TxDOT

RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)



RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)



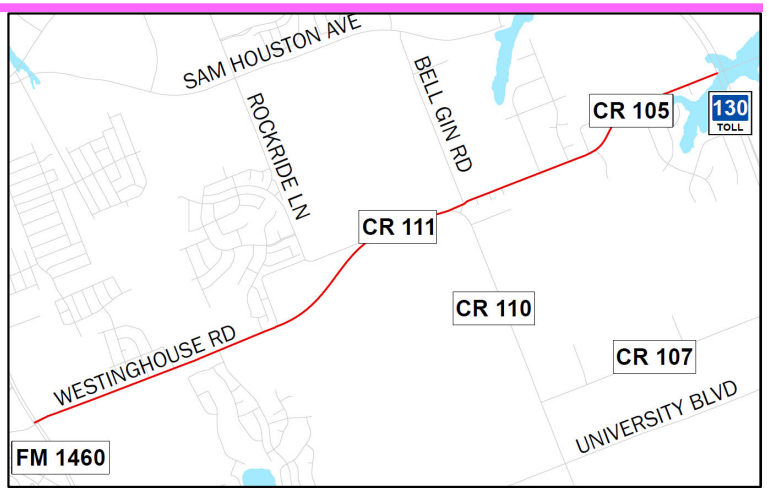
RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)



CR 111 Westinghouse Road

Anticipated Completion

Early 2023



Original Contract Price = $21,024,332.88

Total Change Orders to Date = $0

Adjusted Contract Price = $ 21,024,332.88

Expenditures to Date = $0.00 (0%)

CR 111 Westinghouse Road



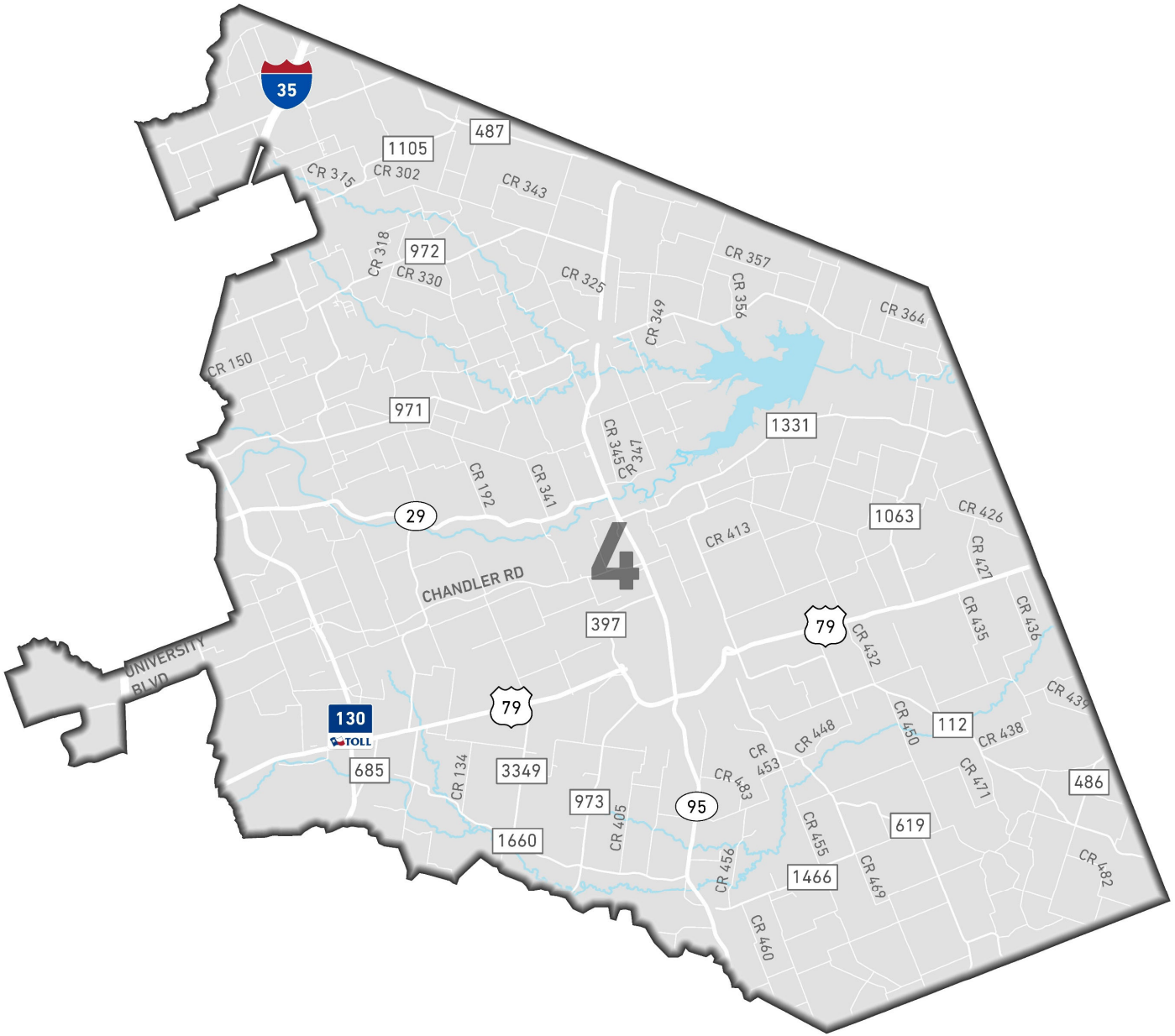
CR 111 Westinghouse Road



CR 111 Westinghouse Road



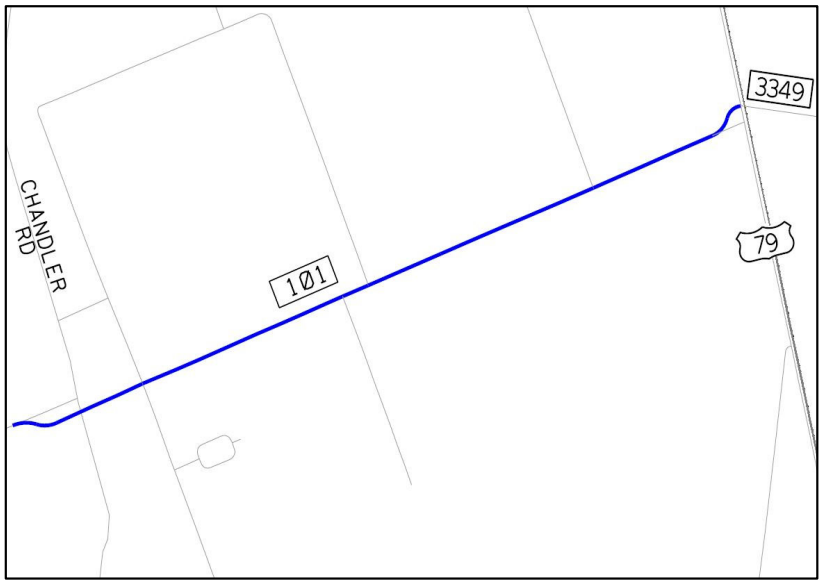
Precinct 4


35
487
1105
CR 315
CR 302
CR 343
CR 318
972
CR 330
CR 325
CR 357
CR 356
CR 364
CR 349
CR 150
971
1331
CR 345
CR 347
CR 192
CR 341
29
4
CR 413
1063
CR 426
CR 427
CHANDLER RD
397
79
CR 432
CR 435
CR 436
CR 431
UNIVERSITY BLVD
130
TOLL
79
CR 450
112
CR 438
CR 448
CR 453
CR 483
CR 471
685
CR 134
3349
973
CR 405
95
486
619
1660
CR 455
CR 456
1466
CR 469
CR 482
CR 460

CR 101
(US 79 to North of Chandler Road)

Anticipated Completion

Early 2022



Original Contract Amount = $13,092,842.00

Total Change Orders = $-58,067.26

Adjusted Contract Price = $13,034,774.74

Expenditures to Date = $11,123,699.23 (85%)

CR 101
(US 79 to North of Chandler Road)



CR 101
(US 79 to North of Chandler Road)



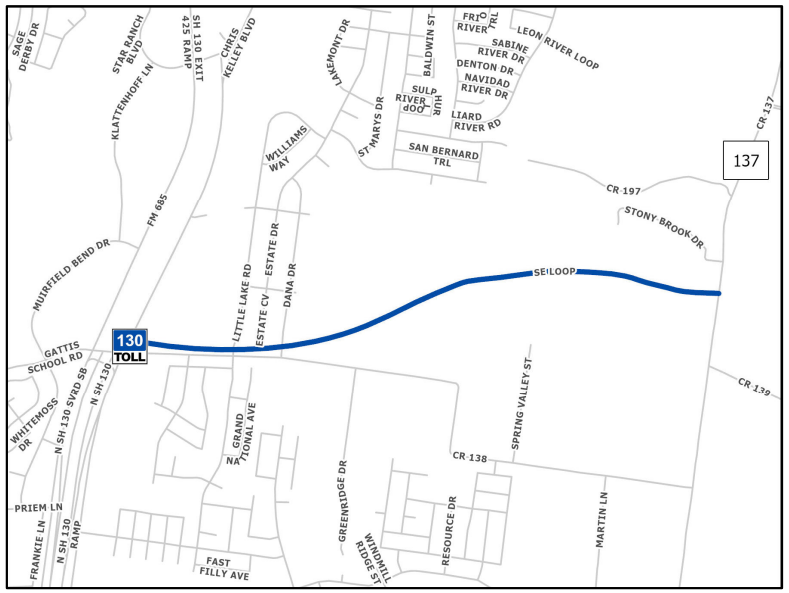
CR 101
(US 79 to North of Chandler Road)



Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

Anticipated Completion

Early 2023



Original Contract Amount = $11,526,789.09

Total Change Orders = $148,710.35

Adjusted Contract Price = $11,675,499.44

Expenditures to Date = $3,226,936.84 (28%)

Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)



Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)



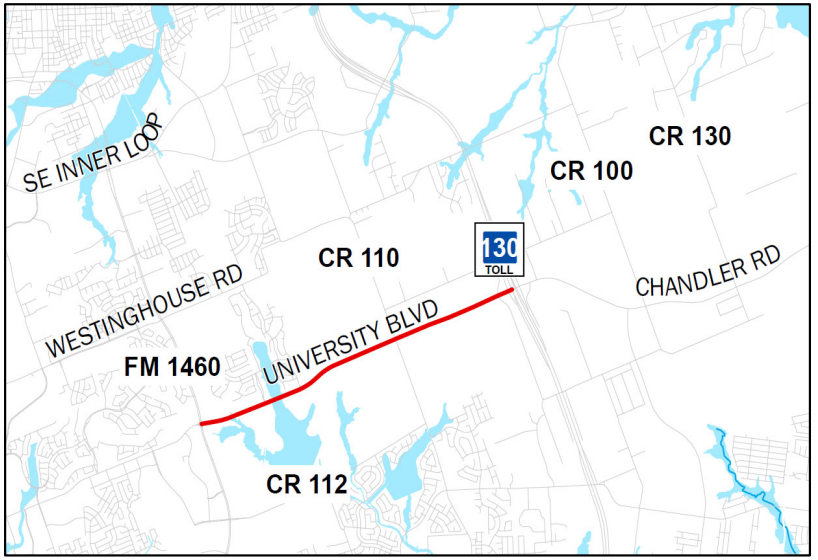
Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)



University Boulevard Expansion (Chandler Road)

Anticipated Completion

Spring 2022



Partnership with the City of Round Rock

Original Contract Amount = $11,104,890.49

Construction is managed by the City of Round Rock

University Boulevard Expansion (Chandler Road)



University Boulevard Expansion (Chandler Road)



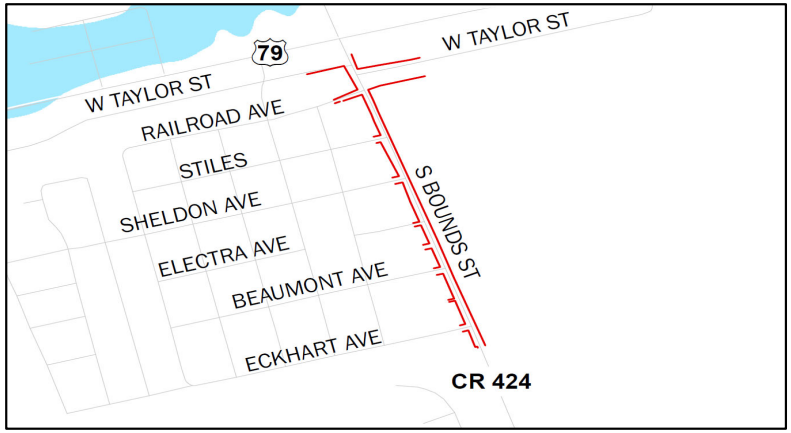
University Boulevard Expansion (Chandler Road)



Thrall Project
(S. Bounds Street)

Completed

January 2022



Original Contract Amount = $889,988.00

Total Change Orders = $47,437.00

Adjusted Contract Price = $937,425.00

Expenditures to Date = $723,474.26 (77%)

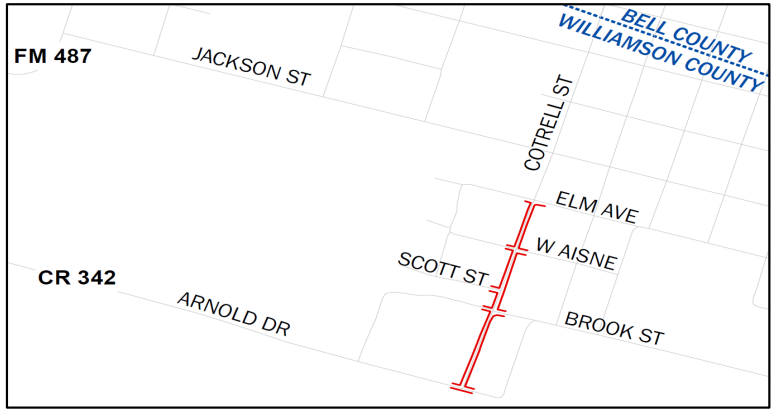
Thrall Project
(S. Bounds Street)



Bartlett Project (Cotrell Street)

Completed

February 2022



Original Contract Amount = $419,919.00

Total Change Orders = $0

Adjusted Contract Price = $419,919.00

Expenditures to Date = $0 (0%)

Bartlett Project
(Cotrell Street)



Bartlett Project
(Cotrell Street)



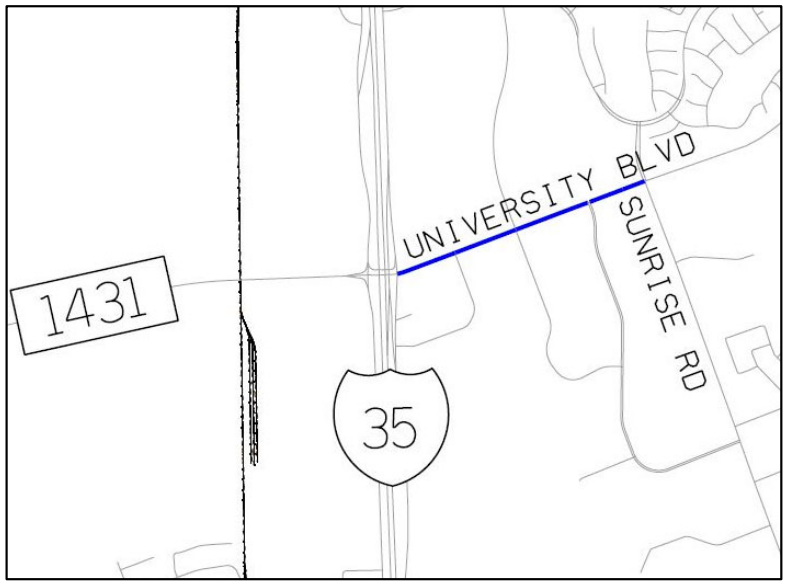
Bartlett Project
(Cotrell Street)



University Boulevard Widening (IH 35 to Sunrise Road)

Anticipated Completion

Early 2022



Partnership with the City of Round Rock

Original Contract Amount = $12,135,410.45

Construction is managed by the City of Round Rock

University Boulevard Widening
(IH 35 to Sunrise Road)



University Boulevard Widening
(IH 35 to Sunrise Road)



University Boulevard Widening
(IH 35 to Sunrise Road)



Commissioners Court - Regular Session **68.**

Meeting Date: 03/22/2022

Award of IFB #22IFB76 Flex Base to Central Texas Stone & Aggregate for Road and Bridge Department

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 Flexible Base to the lowest and best bidder, Central Texas Stone & Aggregate, under IFB #22IFB76.

Background

Williamson County sent out over 1,100 notifications for this solicitation with three (3) vendors submitting responses for Flex Base per Item 247, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014. Initial term is one (1) year with options for two (2) additional twelve (12) month renewals. Pricing is included in the attached spreadsheet. Budgeted amount: $485,000.00. Funding source for FY2022: 0200-210-003551 and 0200-0210-003597. Terron Evertson is the department point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Spreadsheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/17/2022 06:04 AM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 08:08 AM
Form Started By: Johnny Grimaldo		Started On: 03/16/2022 09:17 AM
Final Approval Date: 03/17/2022		

WILLIAMSON COUNTY
1848

March 15, 2022

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #22IFB76 – Flex Base

After reviewing all the pertinent information, we have concluded that Central Texas Stone & Aggregate submitted the overall lowest and best offer for the 22IFB76 bid, Flex Base. I recommend to the Williamson County Commissioners Court that they award Central Texas Stone & Aggregate the vendor for IFB #22IFB76 - Flex Base.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer
Williamson County, TX

Williamson County 22IFB76 IFB Flex Base

03.08.2022

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	Central Texas Stone & Aggregate	Green Dream International	Vulcan Construction Materials, LLC
1	Flexible Base, TxDOT Item 247, Type A Grade 1-2	35,000	TON	$ 7.50	$ 8.66	$ 11.50
2	Flexible Base, TxDOT Item 247, Type A Grade 4A	20,000	TON	$ 7.50	$ 8.66	$ 11.50
3	Flexible Base, TxDOT Item 247, Type A Grade 4B	45,000	TON	$ 7.50	$ 8.66	$ 11.50

Commissioners Court - Regular Session **69.**

Meeting Date: 03/22/2022

Award IFB #22IFB57 Reconstruction and Extension of CR 401 to James Construction for HNTB

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 IFB #22IFB57 Reconstruction and Extension of CR 401 to the lowest and best bidder, James Construction, in the amount of $12,673,200.94 and authorizing the execution of the agreement. Funding Source is P390.

Background

Williamson County sent out over 5,100 notifications for this solicitation and received 5 submittals. The bids have been reviewed and the apparent low bidder, James Construction, was found to be responsive and materially balanced. The lowest bidder was $809,060.16 lower than the Engineer's Estimate, a cost savings of 6.0%. The bidding was competitive with the lowest two bidders being within 9.3% of each other. In addition to meeting the bid qualifications subject to being low bidder, James Construction is currently the contractor on the CR 101 Reconstruction project and the South East Loop Phase 1 project. James Construction has also successfully completed projects for Williamson County including the CR 110 Middle project and the Southwest Bypass Segment 2 project. Based on the quality of work performed by the contractor and favorable working relationship with the County and its representatives, HNTB recommends the award of the Reconstruction and Extension of CR 401 contract to James Construction in the amount of $12,673,200.94. Christen Eschberger with HNTB is the point of contact. Funding project Round Bond P390.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Package

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2022 08:35 PM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 08:09 AM
Form Started By: Johnny Grimaldo		Started On: 03/16/2022 09:18 AM
Final Approval Date: 03/17/2022		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

March 14, 2022

Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
Reconstruction and Extension of CR 401
Williamson County Project No. 22IFB57
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed and the apparent low bid (James Construction) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	James Construction	$12,673,200.94
2.	Austin Underground	$13,852,168.75
3.	Capital Excavation	$13,887,632.47
4.	Patin Construction	$15,816,723.50
5.	Joe Bland Construction	$18,259,833.64

The lowest bidder was $809,060.16 lower than the Engineer's Estimate, a cost savings of 6.0%. The bidding was competitive with the lowest two bidders being within 9.3% of each other.

In addition to meeting the bid qualifications subject to being low bidder, James Construction is currently the Contractor on the CR 101 Reconstruction project and the South East Loop Phase 1 project. The Contractor has also successfully completed projects for Williamson County including the CR 110 Middle project and the Southwest Bypass Segment 2 project. Based on the quality of work performed by the Contractor and favorable working relationship with the County and its Representatives, we recommend the award of the Reconstruction and Extension of CR 401 contract to James Construction in the amount of $ 12,673,200.94.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



Oscar Salazar-Bueno, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation
Christen Eschberger, HNTB Corporation

Williamson County Road Bond Program
CR 401 Reconstuction
March 11, 2022

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
James Construction Group, LLC	$ 12,673,200.94	1	($809,060.16)	-6.0%	$ -	0.0%
Austin Underground, Inc	$ 13,852,168.75	2	$369,907.65	2.7%	$ 1,178,967.81	9.3%
Capital Excavation	$ 13,887,632.47	3	$405,371.37	3.0%	$ 1,214,431.53	9.6%
Patin Construction	$ 15,816,723.50	4	$2,334,462.40	17.3%	$ 3,143,522.56	24.8%
Joe Bland Construction, L.P.	$ 18,259,833.64	5	$4,777,572.54	35.4%	$ 5,586,632.70	44.1%

Williamson County Road Bond Program
CR 401 Reconstuction
March 11, 2022

BID ITEM	ECH SPEC	DESCRIP ION	BID QUAN I Y	UNI MEASURE	Engineer's Estimate		James Construction Group, LLC		Austin Underground, Inc		Capital Excavation		Patin Construction		Joe Bland Construction, L.P	
					UNI COS	AMOUN BID	UNI COS	AMOUN BID	UNI COS	AMOUN BID	UNI COS	AMOUN BID	UNI COS	AMOUN BID	UNI COS	AMOUN BID
1	100-6002	PREPARING ROW	77.85	STA	$ 3 000.00	$ 233,550.00	$ 12,966.32	$ 1,009,428.01	$ 2 500.00	$ 194,625.00	$ 1,370.00	$ 106,654.50	$ 7 000.00	$ 544,950.00	$ 1 200.00	$ 93,420.00
2	104-6009	REMOVING CONC (RIPRAP)	102	SY	$ 20.00	$ 2,040.00	$ 7.30	$ 744.60	$ 30.00	$ 3,060.00	$ 14.20	$ 1,448.40	$ 50.00	$ 5,100.00	$ 20.00	$ 2,040.00
3	104-6017	REMOVING CONC (DRIVEWAYS)	472	SY	$ 20.00	$ 9,440.00	$ 6.21	$ 2,931.12	$ 30.00	$ 14,160.00	$ 26.90	$ 12,696.80	$ 25.00	$ 11,800.00	$ 26.00	$ 12,272.00
4	105-6045	REMOVING STAB BASE AND ASPH PAV (2"-8")	992	SY	$ 15.00	$ 14,880.00	$ 4.76	$ 4,721.92	$ 11.00	$ 10,912.00	$ 10.80	$ 10,713.60	$ 25.00	$ 24,800.00	$ 8.00	$ 7,936.00
5	105-6075	REMOV STAB BASE AND ASPH PAV (10"-18")	14,958	SY	$ 20.00	$ 299,160.00	$ 10.00	$ 149,580.00	$ 10.00	$ 149,580.00	$ 10.00	$ 149,580.00	$ 25.00	$ 373,950.00	$ 18.50	$ 276,723.00
6	110-6001	EXCAVATION (ROADWAY)	46,796	CY	$ 11.00	$ 514,756.00	$ 15.00	$ 701,940.00	$ 17.00	$ 795,532.00	$ 10.00	$ 467,960.00	$ 25.00	$ 1,169,900.00	$ 40.00	$ 1,871,840.00
7	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	21,578	CY	$ 15.00	$ 323,670.00	$ 15.00	$ 323,670.00	$ 6.00	$ 129,468.00	$ 40.00	$ 863,120.00	$ 25.00	$ 539,450.00	$ 48.00	$ 1,035,744.00
8	160-WC01	FURNISHING AND PLACING TOPSOIL (4")	38,653	SY	$ 8.00	$ 309,224.00	$ 0.67	$ 25,897.51	$ 2.50	$ 96,632.50	$ 3.10	$ 119,824.30	$ 6.00	$ 231,918.00	$ 5.50	$ 212,591.50
9	161-WC001	EROSION CONTROL COMPOST (3")	9,665	SY	$ 5.00	$ 48,325.00	$ 2.50	$ 24,162.50	$ 4.50	$ 43,492.50	$ 2.50	$ 24,162.50	$ 10.00	$ 96,650.00	$ 6.00	$ 57,990.00
10	162-WC103	MULCH TOPDRESSING (5")	9,665	SY	$ 8.00	$ 77,320.00	$ 4.50	$ 43,492.50	$ 4.50	$ 43,492.50	$ 3.50	$ 33,827.50	$ 5.00	$ 48,325.00	$ 7.50	$ 72,487.50
11	164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	19,330	SY	$ 1.50	$ 28,995.00	$ 0.30	$ 5,799.00	$ 0.26	$ 5,025.80	$ 0.25	$ 4,832.50	$ 1.00	$ 19,330.00	$ 0.40	$ 7,732.00
12	164-WC11	SEEDING FOR EROSION CONTROL (PERM)(TY 11)	57,983	SY	$ 1.00	$ 57,983.00	$ 0.30	$ 17,394.90	$ 0.65	$ 37,688.95	$ 0.32	$ 18,554.56	$ 0.50	$ 28,991.50	$ 0.40	$ 23,193.20
13	166-6002	FERTILIZER	2.7	TON	$ 2,000.00	$ 5,400.00	$ 2,000.00	$ 5,400.00	$ 925.00	$ 2,497.50	$ 1,950.00	$ 5,265.00	$ 2,000.00	$ 5,400.00	$ 2,521.00	$ 6,806.70
14	168-WC01	VEGETATIVE WATERING	1,354	MG	$ 70.00	$ 94,780.00	$ 20.00	$ 27,080.00	$ 30.00	$ 40,620.00	$ 31.10	$ 42,109.40	$ 25.00	$ 33,850.00	$ 69.00	$ 93,426.00
15	247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	24,968	CY	$ 40.00	$ 998,720.00	$ 50.65	$ 1,264,629.20	$ 53.00	$ 1,323,304.00	$ 62.00	$ 1,548,016.00	$ 50.00	$ 1,248,400.00	$ 65.00	$ 1,622,920.00
16	260-6002	LIME (HYDRATED LIME (SLURRY))	1,382	TON	$ 210.00	$ 290,220.00	$ 160.79	$ 222,211.78	$ 190.00	$ 262,580.00	$ 176.00	$ 243,232.00	$ 225.00	$ 310,950.00	$ 209.00	$ 288,838.00
17	260-6009	LIME TRT (EXST MATL)(10")	61,164	SY	$ 4.00	$ 244,656.00	$ 4.54	$ 277,684.56	$ 7.50	$ 458,730.00	$ 3.96	$ 242,209.44	$ 10.00	$ 611,640.00	$ 10.00	$ 611,640.00
18	310-6001	PRIME COAT (MULTI OPTION)	11,024	GAL	$ 4.00	$ 44,096.00	$ 4.30	$ 47,403.20	$ 5.50	$ 60,632.00	$ 4.30	$ 47,403.20	$ 5.00	$ 55,120.00	$ 5.75	$ 63,388.00
19	316-6193	AGGR(TY-D GR-5 SAC-B)	343	CY	$ 150.00	$ 51,450.00	$ 116.35	$ 39,908.05	$ 130.00	$ 44,590.00	$ 117.00	$ 40,131.00	$ 150.00	$ 51,450.00	$ 155.87	$ 53,463.41
20	316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	13,777	GAL	$ 4.00	$ 55,108.00	$ 3.84	$ 52,903.68	$ 4.50	$ 61,996.50	$ 3.85	$ 53,041.45	$ 5.00	$ 68,885.00	$ 5.20	$ 71,640.40
21	400-6005	CEM STABIL BKFL	477	CY	$ 120.00	$ 57,240.00	$ 114.19	$ 54,468.63	$ 170.00	$ 81,090.00	$ 213.00	$ 101,601.00	$ 75.00	$ 35,775.00	$ 562.00	$ 268,074.00
22	416-6001	DRILL SHAFT (18 IN)	138	LF	$ 110.00	$ 15,180.00	$ 90.03	$ 12,424.14	$ 150.00	$ 20,700.00	$ 129.00	$ 17,802.00	$ 250.00	$ 34,500.00	$ 142.68	$ 19,689.84
23	416-6004	DRILL SHAFT (36 IN)	723	LF	$ 250.00	$ 180,750.00	$ 165.61	$ 119,736.03	$ 260.00	$ 187,980.00	$ 219.00	$ 158,337.00	$ 350.00	$ 253,050.00	$ 240.85	$ 174,134.55
24	416-6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	88	LF	$ 600.00	$ 52,800.00	$ 414.77	$ 36,499.76	$ 520.00	$ 45,760.00	$ 419.00	$ 36,872.00	$ 500.00	$ 44,000.00	$ 663.87	$ 58,420.56
25	420-6013	CL C CONC (ABUT)	103.4	CY	$ 1,000.00	$ 103,400.00	$ 917.95	$ 94,916.03	$ 1,200.00	$ 124,080.00	$ 1,120.00	$ 115,808.00	$ 2,000.00	$ 206,800.00	$ 1,335.15	$ 138,054.51
26	420-6029	CL C CONC (CAP)	33.9	CY	$ 1,100.00	$ 37,290.00	$ 1,417.62	$ 48,057.32	$ 1 800.00	$ 61,020.00	$ 1,370.00	$ 46,443.00	$ 2 000.00	$ 67,800.00	$ 1,518.40	$ 51,473.76
27	420-6037	CL C CONC (COLUMN)	6.5	CY	$ 1,400.00	$ 9,100.00	$ 1,846.91	$ 12,004.92	$ 2,300.00	$ 14,950.00	$ 2,390.00	$ 15,535.00	$ 2,000.00	$ 13,000.00	$ 1,492.22	$ 9,699.43
28	422-6001	REINF CONC SLAB	16,800	SF	$ 20.00	$ 336,000.00	$ 25.00	$ 420,000.00	$ 25.00	$ 420,000.00	$ 20.50	$ 344,400.00	$ 25.00	$ 420,000.00	$ 27.49	$ 461,832.00
29	422-6015	APPROACH SLAB	159	CY	$ 550.00	$ 87,450.00	$ 529.65	$ 84,214.35	$ 710.00	$ 112,890.00	$ 730.00	$ 116,070.00	$ 1 000.00	$ 159,000.00	$ 799.78	$ 127,165.02
30	423-6003	RETAINING WALL (TEMP WALL)	353	SF	$ 25.00	$ 8,825.00	$ 33.61	$ 11,864.33	$ 32.00	$ 11,296.00	$ 29.05	$ 10,254.65	$ 50.00	$ 17,650.00	$ 35.00	$ 12,355.00
31	425-6039	PRESTR CONC GIRDER (TX54)	2,150.82	LF	$ 150.00	$ 322,623.00	$ 172.35	$ 370,693.83	$ 200.00	$ 430,164.00	$ 196.00	$ 421,560.72	$ 250.00	$ 537,705.00	$ 248.70	$ 534,908.93
32	432-6001	RIPRAP (CONC)(4 IN)	976	CY	$ 475.00	$ 463,600.00	$ 328.15	$ 320,274.40	$ 450.00	$ 439,200.00	$ 570.00	$ 556,320.00	$ 550.00	$ 536,800.00	$ 678.00	$ 661,728.00
33	432-6002	RIPRAP (CONC)(5 IN)	15	CY	$ 450.00	$ 6,750.00	$ 454.16	$ 6,812.40	$ 700.00	$ 10,500.00	$ 690.00	$ 10,350.00	$ 750.00	$ 11,250.00	$ 931.00	$ 13,965.00
34	432-6031	RIPRAP (STONE PROTECTION)(12 IN)	74	CY	$ 160.00	$ 11,840.00	$ 142.50	$ 10,545.00	$ 190.00	$ 14,060.00	$ 230.00	$ 17,020.00	$ 150.00	$ 11,100.00	$ 296.00	$ 21,904.00
35	432-6045	RIPRAP (MOW STRIP)(4 IN)	35	CY	$ 500.00	$ 17,500.00	$ 570.20	$ 19,957.00	$ 720.00	$ 25,200.00	$ 810.00	$ 28,350.00	$ 500.00	$ 17,500.00	$ 737.50	$ 25,812.50
36	450-6004	RAIL (TY T221)	556	LF	$ 150.00	$ 83,400.00	$ 60.00	$ 33,360.00	$ 170.00	$ 94,520.00	$ 108.00	$ 60,048.00	$ 150.00	$ 83,400.00	$ 191.11	$ 106,257.16
37	454-6018	SEALED EXPANSION JOINT (4 IN) (SEJ - M)	144	LF	$ 130.00	$ 18,720.00	$ 122.42	$ 17,628.48	$ 140.00	$ 20,160.00	$ 190.00	$ 27,360.00	$ 150.00	$ 21,600.00	$ 244.78	$ 35,248.32
38	460-6002	CMP (GAL STL 18 IN)	45	LF	$ 70.00	$ 3,150.00	$ 121.25	$ 5,456.25	$ 110.00	$ 4,950.00	$ 97.10	$ 4,369.50	$ 65.00	$ 2,925.00	$ 251.00	$ 11,295.00
39	462-6003	CONC BOX CULV (4 FT X 2 FT)	170	LF	$ 250.00	$ 42,500.00	$ 500.00	$ 85,000.00	$ 320.00	$ 54,400.00	$ 350.00	$ 59,500.00	$ 300.00	$ 51,000.00	$ 373.50	$ 63,495.00
40	464-6005	RC PIPE (CL III)(24 IN)	461	LF	$ 80.00	$ 36,880.00	$ 110.00	$ 50,710.00	$ 87.00	$ 40,107.00	$ 105.00	$ 48,405.00	$ 90.00	$ 41,490.00	$ 117.00	$ 53,937.00
41	464-6017	RC PIPE (CL IV)(18 IN)	1,052	LF	$ 80.00	$ 84,160.00	$ 120.00	$ 126,240.00	$ 80.00	$ 84,160.00	$ 98.60	$ 103,727.20	$ 75.00	$ 78,900.00	$ 84.00	$ 88,368.00
42	466-6005	HEADWALL (CH - FW - 0) (DIA 24 IN)	1	EA	$ 5,500.00	$ 5,500.00	$ 7,288.32	$ 7,288.32	$ 6,100.00	$ 6,100.00	$ 4,000.00	$ 4,000.00	$ 7,500.00	$ 7,500.00	$ 7,115.00	$ 7,115.00
43	466-6130	HEADWALL (CH - PW - S) (DIA 24 IN)	1	EA	$ 7,000.00	$ 7,000.00	$ 7,288.32	$ 7,288.32	$ 10,000.00	$ 10,000.00	$ 4,000.00	$ 4,000.00	$ 12,500.00	$ 12,500.00	$ 8,499.50	$ 8,499.50
44	466-6150	WINGWALL (FW - 0) (HW 3 FT)	2	EA	$ 7,000.00	$ 14,000.00	$ 8,491.16	$ 16,982.32	$ 13 000.00	$ 26,000.00	$ 3,970.00	$ 7,940.00	$ 7 000.00	$ 14,000.00	$ 8,933.00	$ 17,866.00
45	467-6359	SET (TY II)(18 IN)(RCP)(4 1)(P)	1	EA	$ 1,200.00	$ 1,200.00	$ 1,196.05	$ 1,196.05	$ 3,200.00	$ 3,200.00	$ 1,430.00	$ 1,430.00	$ 2,500.00	$ 2,500.00	$ 1,717.73	$ 1,717.73
46	467-6363	SET (TY II) (18 IN) (RCP) (6 1) (P)	37	EA	$ 1,600.00	$ 59,200.00	$ 1,286.33	$ 47,594.21	$ 2,300.00	$ 85,100.00	$ 1,550.00	$ 57,350.00	$ 2,500.00	$ 92,500.00	$ 1,236.00	$ 45,732.00
47	467-6388	SET (TY II)(24 IN)(RCP)(3 1)(C)	3	EA	$ 1,500.00	$ 4,500.00	$ 1,232.72	$ 3,698.16	$ 2 700.00	$ 8,100.00	$ 1,630.00	$ 4,890.00	$ 3 500.00	$ 10,500.00	$ 1,392.00	$ 4,176.00
48	467-6390	SET (TY II)(24 IN)(RCP)(4 1)(C)	3	EA	$ 2,000.00	$ 6,000.00	$ 1,511.43	$ 4,534.29	$ 3 000.00	$ 9,000.00	$ 1,670.00	$ 5,010.00	$ 3 500.00	$ 10,500.00	$ 2,494.00	$ 7,482.00
49	496-6004	REMOV STR (SET)	4	EA	$ 500.00	$ 2,000.00	$ 770.15	$ 3,080.60	$ 610.00	$ 2,440.00	$ 370.00	$ 1,480.00	$ 500.00	$ 2,000.00	$ 628.00	$ 2,512.00
50	496-6006	REMOV STR (HEADWALL)	4	EA	$ 1,300.00	$ 5,200.00	$ 1,540.31	$ 6,161.24	$ 2,300.00	$ 9,200.00	$ 2,210.00	$ 8,840.00	$ 1,500.00	$ 6,000.00	$ 2,454.00	$ 9,816.00
51	496-6007	REMOV STR (PIPE)	510	LF	$ 20.00	$ 10,200.00	$ 32.15	$ 16,396.50	$ 27.00	$ 13,770.00	$ 13.55	$ 6,910.50	$ 20.00	$ 10,200.00	$ 26.00	$ 13,260.00
52	496-6008	REMOV STR (BOX CULVERT)	240	LF	$ 100.00	$ 24,000.00	$ 100.00	$ 24,000.00	$ 62.00	$ 14,880.00	$ 87.00	$ 20,880.00	$ 50.00	$ 12,000.00	$ 122.00	$ 29,280.00
53	500-6001	MOBILIZATION	1	LS	$ 1,225,660.10	$ 1,225,660.10	$ 1,203,000.00	$ 1,203,000.00	$ 650,000.00	$ 650,000.00	$ 1,200,000.00	$ 1,200,000.00	$ 750,000.00	$ 750,000.00	$ 1,212,000.00	$ 1,212,000.00
54	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	18	MO	$ 7,000.00	$ 126,000.00	$ 4,551.59	$ 81,928.62	$ 1 700.00	$ 30,600.00	$ 2,940.00	$ 52,920.00	$ 10 000.00	$ 180,000.00	$ 12,500.00	$ 225,000.00
55	506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	1,100	LF	$ 50.00	$ 55,000.00	$ 47.00	$ 51,700.00	$ 61.00	$ 67,100.00	$ 40.30	$ 44,330.00	$ 35.00	$ 38,500.00	$ 59.50	$ 65,450.00
56	506-6011	ROCK FILTER DAMS (REMOVE)	1,100	LF	$ 10.00	$ 11,000.00	$ 40.00	$ 44,000.00	$ 4.00	$ 4,400.00	$ 4.75	$ 5,225.00	$ 10.00	$ 11,000.00	$ 50.40	$ 55,440.00
57	506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	624	SY	$ 20.00	$ 12,480.00	$ 20.00	$ 12,480.00	$ 19.00	$ 11,856.00	$ 11.85	$ 7,394.40	$ 15.00	$ 9,360.00	$ 25.00	$ 15,600.00
58	506-6024	CONSTRUCTION EXITS (REMOVE)	624	SY	$ 11.00	$ 6,864.00	$ 14.00	$ 8,736.00	$ 2.25	$ 1,404.00	$ 4.75	$ 2,964.00	$ 6.00	$ 3,744.00	$ 17.72	$ 11,057.28
59	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	712	LF	$ 4.00	$ 2,848.00	$ 3.75	$ 2,670.00	$ 3.50	$ 2,492.00	$ 2.50	$ 1,780.00	$ 3.00	$ 2,136.00	$ 4.75	$ 3,382.00
60	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	712	LF	$ 2.00	$ 1,424.00	$ 0.75	$ 534.00	$ 2.25	$ 1,602.00	$ 0.40	$ 284.80	$ 1.00	$ 712.00	$ 0.95	$ 676.40
61	506-6040	BIODEG EROSN CONT LOGS (INSTL) (8")	208	LF	$ 8.00	$ 1,664.00	$ 3.75	$ 780.00	$ 9.50	$ 1,976.00	$ 9.50	$ 1,976.00	$ 10.00	$ 2,080.00	$ 4.75	$ 988.00
62	506-6043	BIODEG EROSN CONT LOGS (REMOVE)	208	LF	$ 1.00	$ 208.00	$ 0.75	$ 156.00	$ 2.25	$ 468.00	$ 2.35	$ 488.80	$ 3.00	$ 624.00	$ 0.95	$ 197.60
63	508-6001	CONSTRUCTING DETOURS	1,871	SY	$ 70.00	$ 130,970.00	$ 75.00	$ 140,325.00	$ 78.00	$ 145,938.00	$ 65.40	$ 122,363.40	$ 52.00	$ 97,292.00	$ 64.75	$ 121,147.25
64	512-6001	PORT CTB (FUR & INST)(SGL SLOPE)(TY 1)	2,840	LF	$ 50.00	$ 142,000.00	$ 34.48	$ 97,923.20	$ 65.00	$ 184,600.00	$ 38.85	$ 110,334.00	$ 80.00	$ 227,200.00	$ 70.50	$ 200,220.00
65	512-6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	720	LF	$ 35.00	$ 25,200.00	$ 15.36	$ 11,059.20	$ 75.00	$ 54,000.00	$ 18.40	$ 13,248.00	$ 75.00	$ 54,000.00	$ 71.00	$ 51,120.00
66	512-6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	120	LF	$ 50.00	$ 6,000.00	$ 23.70	$ 2,844.00	$ 75.00	$ 9,000.00	$ 18.40	$ 2,208.00	$ 75.00	$ 9,000.00	$ 92.00	$ 11,040.00
67	512-6025	PORT CTB (MOVE)(SGL SLP)(TY 1)	570	LF	$ 20.00	$ 11,400.00	$ 11.23	$ 6,401.10	$ 4.00	$ 2,280.00	$ 7.20	$ 4,104.00	$ 10.00	$ 5,700.00	$ 22.00	$ 12,540.00
68	512-6033	PORT CTB (MOVE)(LOW PROF)(TY 1)	1,100	LF	$ 10.00	$ 11,000.00	$ 5.18	$ 5,698.00	$ 4.00	$ 4,400.00	$ 7.20	$ 7,920.00	$ 10.00	$ 11,000.00	$ 12.00	$ 13,200.00
69	512-6034	PORT CTB (MOVE)(LOW PROF)(TY 2)	200	LF	$ 11.00	$ 2,200.00	$ 5.26	$ 1,052.00	$ 6.00	$ 1,200.00	$ 7.20	$ 1,440.00	$ 10.00	$ 2,000.00	$ 13.50	$ 2,700.00
70	512-6049	PORT CTB (REMOVE)(SGL SLP)(TY 1)	2,840	LF	$ 15.00	$ 42,600.00	$ 8.18	$ 23,231.20	$ 25.00	$ 71,000.00	$ 18.40	$ 52,256.00	$ 10.00	$ 28,400.00	$ 16.00	$ 45,440.00
71	512-6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	720	LF	$ 15.00	$ 10,800.00	$ 8.69	$ 6,256.80	$ 25.00	$ 18,000.00	$ 18.40	$ 13,248.00	$ 10.00	$ 7,200.00	$ 16.00	$ 11,520.00

BID ITEM	ECH SPEC	DESCRIP ION	BID QUAN I Y	UNI MEASURE	Engineer's Estimate		James Construction Group, LLC		Austin Underground, Inc		Capital Excavation		Patin Construction		Joe Bland Construction, L.P	
					UNI COS	AMOUN BID	UNI COS	AMOUN BID	UNI COS	AMOUN BID	UNI COS	AMOUN BID	UNI COS	AMOUN BID	UNI COS	AMOUN BID
72	512-6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	120	LF	$ 15.00	$ 1,800.00	$ 9.42	$ 1,130.40	$ 25.00	$ 3,000.00	$ 18.40	$ 2,208.00	$ 10.00	$ 1,200.00	$ 16.00	$ 1,920.00
73	529-6008	CONC CURB & GUTTER (TY II)	218	LF	$ 20.00	$ 4,360.00	$ 34.22	$ 7,459.96	$ 26.00	$ 5,668.00	$ 47.05	$ 10,256.90	$ 25.00	$ 5,450.00	$ 53.50	$ 11,663.00
74	530-6004	DRIVEWAYS (CONC)	945	SY	$ 80.00	$ 75,600.00	$ 52.30	$ 49,423.50	$ 94.00	$ 88,830.00	$ 91.40	$ 86,373.00	$ 90.00	$ 85,050.00	$ 105.00	$ 99,225.00
75	530-6005	DRIVEWAYS (ACP)	1,356	SY	$ 90.00	$ 122,040.00	$ 51.31	$ 69,576.36	$ 70.00	$ 94,920.00	$ 67.70	$ 91,801.20	$ 25.00	$ 33,900.00	$ 29.75	$ 40,341.00
76	536-6002	CONC MEDIAN	172	SY	$ 70.00	$ 12,040.00	$ 58.94	$ 10,137.68	$ 99.00	$ 17,028.00	$ 182.00	$ 31,304.00	$ 75.00	$ 12,900.00	$ 124.75	$ 21,457.00
77	540-6001	MTL W-BEAM GD FEN (TIM POST)	275	LF	$ 30.00	$ 8,250.00	$ 28.50	$ 7,837.50	$ 36.00	$ 9,900.00	$ 29.25	$ 8,043.75	$ 37.00	$ 10,175.00	$ 36.08	$ 9,922.00
78	540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	4	EA	$ 2,000.00	$ 8,000.00	$ 2,000.00	$ 8,000.00	$ 2 500.00	$ 10,000.00	$ 2,050.00	$ 8,200.00	$ 2 500.00	$ 10,000.00	$ 2,532.08	$ 10,128.32
79	542-6001	REMOVE METAL BEAM GUARD FENCE	150	LF	$ 3.00	$ 450.00	$ 2.50	$ 375.00	$ 3.00	$ 450.00	$ 2.55	$ 382.50	$ 3.00	$ 450.00	$ 3.17	$ 475.50
80	544-6001	GUARDRAIL END TREATMENT (INSTALL)	4	EA	$ 2,750.00	$ 11,000.00	$ 3,325.00	$ 13,300.00	$ 4,200.00	$ 16,800.00	$ 3,410.00	$ 13,640.00	$ 4,200.00	$ 16,800.00	$ 4,209.58	$ 16,838.32
81	544-6003	GUARDRAIL END TREATMENT (REMOVE)	4	EA	$ 500.00	$ 2,000.00	$ 225.00	$ 900.00	$ 280.00	$ 1,120.00	$ 231.00	$ 924.00	$ 500.00	$ 2,000.00	$ 284.86	$ 1,139.44
82	545-6003	CRASH CUSH ATTEN (MOVE & RESET)	1	EA	$ 1,200.00	$ 1,200.00	$ 3,000.00	$ 3,000.00	$ 3,700.00	$ 3,700.00	$ 3,080.00	$ 3,080.00	$ 2,500.00	$ 2,500.00	$ 3,798.12	$ 3,798.12
83	545-6005	CRASH CUSH ATTEN (REMOVE)	3	EA	$ 800.00	$ 2,400.00	$ 500.00	$ 1,500.00	$ 620.00	$ 1,860.00	$ 510.00	$ 1,530.00	$ 1,000.00	$ 3,000.00	$ 633.02	$ 1,899.06
84	545-6019	CRASH CUSH ATTEN (INSTL)(S)(N)(TL3)	3	EA	$ 8,000.00	$ 24,000.00	$ 10,775.00	$ 32,325.00	$ 13,000.00	$ 39,000.00	$ 11,100.00	$ 33,300.00	$ 8,500.00	$ 25,500.00	$ 13,641.57	$ 40,924.71
85	552-6001	WIRE FENCE (TY A)	4,430	LF	$ 15.00	$ 66,450.00	$ 9.41	$ 41,686.30	$ 9.00	$ 39,870.00	$ 14.00	$ 62,020.00	$ 20.00	$ 88,600.00	$ 17.66	$ 78,233.80
86	552-6005	GATE (TY 1)	2	EA	$ 1,900.00	$ 3,800.00	$ 1,934.92	$ 3,869.84	$ 1,400.00	$ 2,800.00	$ 1,450.00	$ 2,900.00	$ 2,000.00	$ 4,000.00	$ 1,828.00	$ 3,656.00
87	560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	8	EA	$ 250.00	$ 2,000.00	$ 234.12	$ 1,872.96	$ 240.00	$ 1,920.00	$ 200.00	$ 1,600.00	$ 250.00	$ 2,000.00	$ 246.00	$ 1,968.00
88	618-6023	CONDT (PVC) (SCH 40) (2")	226	LF	$ 13.00	$ 2,938.00	$ 17.63	$ 3,984.38	$ 22.00	$ 4,972.00	$ 17.80	$ 4,022.80	$ 20.00	$ 4,520.00	$ 27.88	$ 6,300.88
89	618-6029	CONDT (PVC) (SCH 40) (3")	217	LF	$ 17.00	$ 3,689.00	$ 19.70	$ 4,274.90	$ 25.00	$ 5,425.00	$ 19.90	$ 4,318.30	$ 25.00	$ 5,425.00	$ 31.73	$ 6,885.41
90	618-6054	CONDT (PVC) (SCH 80) (3") (BORE)	285	LF	$ 40.00	$ 11,400.00	$ 46.66	$ 13,298.10	$ 58.00	$ 16,530.00	$ 47.15	$ 13,437.75	$ 50.00	$ 14,250.00	$ 64.40	$ 18,354.00
91	620-6007	ELEC CONDR (NO.8) BARE	760	LF	$ 2.00	$ 1,520.00	$ 2.07	$ 1,573.20	$ 2.50	$ 1,900.00	$ 2.10	$ 1,596.00	$ 3.00	$ 2,280.00	$ 1.73	$ 1,314.80
92	620-6008	ELEC CONDR (NO.8) INSULATED	1,712	LF	$ 2.00	$ 3,424.00	$ 2.59	$ 4,434.08	$ 3.00	$ 5,136.00	$ 2.60	$ 4,451.20	$ 4.00	$ 6,848.00	$ 1.79	$ 3,064.48
93	620-6010	ELEC CONDR (NO.6) INSULATED	252	LF	$ 3.00	$ 756.00	$ 3.11	$ 783.72	$ 4.00	$ 1,008.00	$ 3.15	$ 793.80	$ 5.00	$ 1,260.00	$ 2.39	$ 602.28
94	624-6002	GROUND BOX TY A (122311)W/APRON	3	EA	$ 1,000.00	$ 3,000.00	$ 1,244.30	$ 3,732.90	$ 1,600.00	$ 4,800.00	$ 1,260.00	$ 3,780.00	$ 1,500.00	$ 4,500.00	$ 1,712.79	$ 5,138.37
95	624-6008	GROUND BOX TY C (162911)W/APRON	1	EA	$ 1,100.00	$ 1,100.00	$ 1,762.76	$ 1,762.76	$ 2 200.00	$ 2,200.00	$ 1,780.00	$ 1,780.00	$ 2 000.00	$ 2,000.00	$ 2,058.01	$ 2,058.01
96	628-6188	ELC SRV TY D 120/240 070(NS)SS(E)SP(O)	1	EA	$ 6,800.00	$ 6,800.00	$ 5,703.05	$ 5,703.05	$ 7 100.00	$ 7,100.00	$ 5,800.00	$ 5,800.00	$ 7 500.00	$ 7,500.00	$ 9,493.38	$ 9,493.38
97	644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	4	EA	$ 550.00	$ 2,200.00	$ 575.00	$ 2,300.00	$ 800.00	$ 3,200.00	$ 590.00	$ 2,360.00	$ 850.00	$ 3,400.00	$ 981.18	$ 3,924.72
98	644-6028	IN SM RD SN SUP&AM TYS80(1)SA(P-BM)	3	EA	$ 1,000.00	$ 3,000.00	$ 825.00	$ 2,475.00	$ 1,200.00	$ 3,600.00	$ 850.00	$ 2,550.00	$ 1,250.00	$ 3,750.00	$ 1,392.64	$ 4,177.92
99	644-6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	18	EA	$ 350.00	$ 6,300.00	$ 375.00	$ 6,750.00	$ 400.00	$ 7,200.00	$ 380.00	$ 6,840.00	$ 500.00	$ 9,000.00	$ 474.76	$ 8,545.68
100	644-6076	REMOVE SM RD SN SUP&AM	13	EA	$ 90.00	$ 1,170.00	$ 90.24	$ 1,173.12	$ 320.00	$ 4,160.00	$ 250.00	$ 3,250.00	$ 100.00	$ 1,300.00	$ 126.00	$ 1,638.00
101	658-6015	INSTL DEL ASSM (D-SW)SZ (BRF)GF1	6	EA	$ 23.00	$ 138.00	$ 28.00	$ 168.00	$ 40.00	$ 240.00	$ 28.70	$ 172.20	$ 45.00	$ 270.00	$ 47.48	$ 284.88
102	658-6069	INSTL DEL ASSM (D-SW)SZ (BRF)CTB (BR)	6	EA	$ 23.00	$ 138.00	$ 25.00	$ 150.00	$ 28.00	$ 168.00	$ 25.65	$ 153.90	$ 35.00	$ 210.00	$ 31.65	$ 189.90
103	658-6078	INSTL OM ASSM (OM-4)(TWT)WAS	8	EA	$ 330.00	$ 2,640.00	$ 275.00	$ 2,200.00	$ 310.00	$ 2,480.00	$ 280.00	$ 2,240.00	$ 500.00	$ 4,000.00	$ 360.82	$ 2,886.56
104	662-6048	WK ZN PAV MRK REMOV (REFL) TY I-C	157	EA	$ 5.00	$ 785.00	$ 5.27	$ 827.39	$ 9.50	$ 1,491.50	$ 5.40	$ 847.80	$ 10.00	$ 1,570.00	$ 9.81	$ 1,540.17
105	662-6060	WK ZN PAV MRK REMOV (W)4"(BRK)	1,490	LF	$ 1.00	$ 1,490.00	$ 0.80	$ 1,192.00	$ 0.60	$ 894.00	$ 0.80	$ 1,192.00	$ 1.00	$ 1,490.00	$ 0.57	$ 849.30
106	662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	23,954	LF	$ 0.70	$ 16,767.80	$ 0.54	$ 12,935.16	$ 0.60	$ 14,372.40	$ 0.55	$ 13,174.70	$ 1.00	$ 23,954.00	$ 0.57	$ 13,653.78
107	662-6075	WK ZN PAV MRK REMOV (W)24"(SLD)	223	LF	$ 10.00	$ 2,230.00	$ 7.00	$ 1,561.00	$ 6.00	$ 1,338.00	$ 7.20	$ 1,605.60	$ 10.00	$ 2,230.00	$ 6.01	$ 1,340.23
108	662-6086	WK ZN PAV MRK REMOV (W)(RR XING)	5	EA	$ 600.00	$ 3,000.00	$ 595.00	$ 2,975.00	$ 620.00	$ 3,100.00	$ 610.00	$ 3,050.00	$ 600.00	$ 3,000.00	$ 633.02	$ 3,165.10
109	662-6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	23,782	LF	$ 0.80	$ 19,025.60	$ 0.54	$ 12,842.28	$ 0.60	$ 14,269.20	$ 0.55	$ 13,080.10	$ 1.00	$ 23,782.00	$ 0.57	$ 13,555.74
110	666-6030	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	27	LF	$ 0.80	$ 21.60	$ 1.16	$ 31.32	$ 1.60	$ 43.20	$ 1.20	$ 32.40	$ 2.00	$ 54.00	$ 1.90	$ 51.30
111	666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	3,584	LF	$ 1.00	$ 3,584.00	$ 0.89	$ 3,189.76	$ 1.20	$ 4,300.80	$ 0.90	$ 3,225.60	$ 1.50	$ 5,376.00	$ 1.39	$ 4,981.76
112	666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	408	LF	$ 10.00	$ 4,080.00	$ 5.85	$ 2,386.80	$ 8.25	$ 3,366.00	$ 5.70	$ 2,325.60	$ 10.00	$ 4,080.00	$ 9.81	$ 4,002.48
113	666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	14	EA	$ 150.00	$ 2,100.00	$ 150.00	$ 2,100.00	$ 240.00	$ 3,360.00	$ 154.00	$ 2,156.00	$ 250.00	$ 3,500.00	$ 284.86	$ 3,988.04
114	666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	7	EA	$ 180.00	$ 1,260.00	$ 157.00	$ 1,099.00	$ 290.00	$ 2,030.00	$ 161.00	$ 1,127.00	$ 350.00	$ 2,450.00	$ 341.83	$ 2,392.81
115	666-6093	REFL PAV MRK TY I (W)(RR XING)(100MIL)	4	EA	$ 570.00	$ 2,280.00	$ 527.00	$ 2,108.00	$ 1,100.00	$ 4,400.00	$ 540.00	$ 2,160.00	$ 1,250.00	$ 5,000.00	$ 1,297.69	$ 5,190.76
116	666-6224	PAVEMENT SEALER 4"	6,448	LF	$ 0.25	$ 1,612.00	$ 0.24	$ 1,547.52	$ 0.40	$ 2,579.20	$ 0.25	$ 1,612.00	$ 0.50	$ 3,224.00	$ 0.44	$ 2,837.12
117	666-6226	PAVEMENT SEALER 8"	1,610	LF	$ 0.50	$ 805.00	$ 0.55	$ 885.50	$ 0.75	$ 1,207.50	$ 0.55	$ 885.50	$ 1.00	$ 1,610.00	$ 0.89	$ 1,432.90
118	666-6230	PAVEMENT SEALER 24"	86	LF	$ 4.00	$ 344.00	$ 3.63	$ 312.18	$ 3.00	$ 258.00	$ 3.70	$ 318.20	$ 3.00	$ 258.00	$ 3.48	$ 299.28
119	666-6231	PAVEMENT SEALER (ARROW)	2	EA	$ 170.00	$ 340.00	$ 52.00	$ 104.00	$ 55.00	$ 110.00	$ 53.30	$ 106.60	$ 70.00	$ 140.00	$ 63.30	$ 126.60
120	666-6232	PAVEMENT SEALER (WORD)	2	EA	$ 170.00	$ 340.00	$ 52.00	$ 104.00	$ 110.00	$ 220.00	$ 53.30	$ 106.60	$ 125.00	$ 250.00	$ 126.61	$ 253.22
121	666-6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	3,870	LF	$ 0.50	$ 1,935.00	$ 0.48	$ 1,857.60	$ 0.90	$ 3,483.00	$ 0.50	$ 1,935.00	$ 1.00	$ 3,870.00	$ 1.08	$ 4,179.60
122	666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	15,787	LF	$ 0.50	$ 7,893.50	$ 0.48	$ 7,577.76	$ 0.90	$ 14,208.30	$ 0.50	$ 7,893.50	$ 1.00	$ 15,787.00	$ 1.08	$ 17,049.96
123	666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	15,976	LF	$ 0.50	$ 7,988.00	$ 0.48	$ 7,668.48	$ 0.90	$ 14,378.40	$ 0.50	$ 7,988.00	$ 1.00	$ 15,976.00	$ 1.08	$ 17,254.08
124	672-6007	REFL PAV MRKR TY I-C	356	EA	$ 5.00	$ 1,780.00	$ 4.85	$ 1,726.60	$ 8.25	$ 2,937.00	$ 4.95	$ 1,762.20	$ 8.00	$ 2,848.00	$ 9.81	$ 3,492.36
125	672-6009	REFL PAV MRKR TY II-A-A	222	EA	$ 5.00	$ 1,110.00	$ 4.85	$ 1,076.70	$ 8.25	$ 1,831.50	$ 4.95	$ 1,098.90	$ 8.00	$ 1,776.00	$ 9.81	$ 2,177.82
126	677-6001	ELIM EXT PAV MRK & MRKS (4")	13,820	LF	$ 0.50	$ 6,910.00	$ 0.64	$ 8,844.80	$ 0.45	$ 6,219.00	$ 0.65	$ 8,983.00	$ 0.50	$ 6,910.00	$ 0.51	$ 7,048.20
127	678-6001	PAV SURF PREP FOR MRK (4")	6,448	LF	$ 0.25	$ 1,612.00	$ 0.11	$ 709.28	$ 0.25	$ 1,612.00	$ 0.10	$ 644.80	$ 0.25	$ 1,612.00	$ 0.25	$ 1,612.00
128	678-6004	PAV SURF PREP FOR MRK (8")	1,610	LF	$ 0.25	$ 402.50	$ 0.22	$ 354.20	$ 0.40	$ 644.00	$ 0.25	$ 402.50	$ 0.50	$ 805.00	$ 0.44	$ 708.40
129	678-6008	PAV SURF PREP FOR MRK (24")	86	LF	$ 1.00	$ 86.00	$ 1.22	$ 104.92	$ 2.25	$ 193.50	$ 1.25	$ 107.50	$ 3.00	$ 258.00	$ 2.53	$ 217.58
130	678-6009	PAV SURF PREP FOR MRK (ARROW)	3	EA	$ 25.00	$ 75.00	$ 18.00	$ 54.00	$ 27.00	$ 81.00	$ 18.45	$ 55.35	$ 50.00	$ 150.00	$ 31.65	$ 94.95
131	678-6016	PAV SURF PREP FOR MRK (WORD)	4	EA	$ 25.00	$ 100.00	$ 18.00	$ 72.00	$ 80.00	$ 320.00	$ 18.45	$ 73.80	$ 100.00	$ 400.00	$ 94.95	$ 379.80
132	680-6002	INSTALL HWY TRF SIG (ISOLATED)	1	EA	$ 25,000.00	$ 25,000.00	$ 21,775.28	$ 21,775.28	$ 27,000.00	$ 27,000.00	$ 22,000.00	$ 22,000.00	$ 30,000.00	$ 30,000.00	$ 39,102.09	$ 39,102.09
133	682-6001	VEH SIG SEC (12")LED(GRN)	9	EA	$ 250.00	$ 2,250.00	$ 311.08	$ 2,799.72	$ 390.00	$ 3,510.00	$ 310.00	$ 2,790.00	$ 400.00	$ 3,600.00	$ 398.32	$ 3,584.88
134	682-6002	VEH SIG SEC (12")LED(GRN ARW)	6	EA	$ 250.00	$ 1,500.00	$ 311.08	$ 1,866.48	$ 390.00	$ 2,340.00	$ 310.00	$ 1,860.00	$ 400.00	$ 2,400.00	$ 398.32	$ 2,389.92
135	682-6003	VEH SIG SEC (12")LED(YEL)	9	EA	$ 250.00	$ 2,250.00	$ 311.08	$ 2,799.72	$ 390.00	$ 3,510.00	$ 310.00	$ 2,790.00	$ 400.00	$ 3,600.00	$ 398.32	$ 3,584.88
136	682-6004	VEH SIG SEC (12")LED(YEL ARW)	4	EA	$ 250.00	$ 1,000.00	$ 311.08	$ 1,244.32	$ 390.00	$ 1,560.00	$ 310.00	$ 1,240.00	$ 400.00	$ 1,600.00	$ 398.32	$ 1,593.28
137	682-6005	VEH SIG SEC (12")LED(RED)	9	EA	$ 250.00	$ 2,250.00	$ 311.08	$ 2,799.72	$ 390.00	$ 3,510.00	$ 310.00	$ 2,790.00	$ 400.00	$ 3,600.00	$ 398.32	$ 3,584.88
138	682-6006	VEH SIG SEC (12")LED(RED ARW)	4	EA	$ 250.00	$ 1,000.00	$ 311.08	$ 1,244.32	$ 390.00	$ 1,560.00	$ 310.00	$ 1,240.00	$ 400.00	$ 1,600.00	$ 398.32	$ 1,593.28
139	682-6051	BACKPLATE W/REFL BRDR(3 SEC)ALUM	1	EA	$ 135.00	$ 135.00	$ 100.58	$ 100.58	$ 130.00	$ 130.00	$ 102.00	$ 102.00	$ 100.00	$ 100.00	$ 165.97	$ 165.97
140	682-6054	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	10	EA	$ 120.00	$ 1,200.00	$ 100.58	$ 1,005.80	$ 130.00	$ 1,300.00	$ 102.00	$ 1,020.00	$ 100.00	$ 1,000.00	$ 172.61	$ 1,726.10
141	682-6055	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	2	EA	$ 145.00	$ 290.00	$ 119.25	$ 238.50	$ 150.00	$ 300.00	$ 120.00	$ 240.00	$ 150.00	$ 300.00	$ 179.25	$ 358.50
142	684-6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	1,103	LF	$ 3.00	$ 3,309.00	$ 2.59	$ 2,856.77	$ 3.00	$ 3,309.00	$ 2.60	$ 2,867.80	$ 3.00	$ 3,309.00	$ 2.46	$ 2,713.38
143	684-6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	890	LF	$ 4.00	$ 3,560.00	$ 3.11	$ 2,767.90	$ 4.00	$ 3,560.00	$ 3.15	$ 2,803.50	$ 4.00	$ 3,560.00	$ 2.79	$ 2,483.10

Williamson County Road Bond Program
CR 401 Reconstuction
March 11, 2022

BID ITEM	ECH SPEC	DESCRIP ION	BID QUAN I Y	UNI MEASURE	Engineer's Estimate		James Construction Group, LLC		Austin Underground, Inc		Capital Excavation		Patin Construction		Joe Bland Construction, L.P	
					UNI COS	AMOUN BID	UNI COS	AMOUN BID	UNI COS	AMOUN BID	UNI COS	AMOUN BID	UNI COS	AMOUN BID	UNI COS	AMOUN BID
144	686-6059	INS TRF SIG PL AM(S)1 ARM(55)LUM	3	EA	$ 30,000.00	$ 90,000.00	$ 32,144.46	$ 96,433.38	$ 40,000.00	$ 120,000.00	$ 32,500.00	$ 97,500.00	$ 37,000.00	$ 111,000.00	$ 38,172.67	$ 114,518.01
145	686-6067	INS TRF SIG PL AM(S)1 ARM(65)LUM	1	EA	$ 34,000.00	$ 34,000.00	$ 35,255.21	$ 35,255.21	$ 44,000.00	$ 44,000.00	$ 35,600.00	$ 35,600.00	$ 40,000.00	$ 40,000.00	$ 39,102.09	$ 39,102.09
146	730-6107	FULL - WIDTH MOWING	2	CYC	$ 4,000.00	$ 8,000.00	$ 1,000.00	$ 2,000.00	$ 4 000.00	$ 8,000.00	$ 2,620.00	$ 5,240.00	$ 5 000.00	$ 10,000.00	$ 5,799.00	$ 11,598.00
147	734-6002	LITTER REMOVAL	2	CYC	$ 2,000.00	$ 4,000.00	$ 604.91	$ 1,209.82	$ 4,500.00	$ 9,000.00	$ 1,940.00	$ 3,880.00	$ 2,500.00	$ 5,000.00	$ 2,773.00	$ 5,546.00
148	3076-6002	D-GR HMA TY-B SAC-B PG64-22	12,433	TON	$ 90.00	$ 1,118,970.00	$ 90.05	$ 1,119,591.65	$ 120.00	$ 1,491,960.00	$ 95.00	$ 1,181,135.00	$ 100.00	$ 1,243,300.00	$ 120.63	$ 1,499,792.79
149	3076-6042	D-GR HMA TY-D SAC-B PG70-22	6,083	TON	$ 90.00	$ 547,470.00	$ 126.47	$ 769,317.01	$ 170.00	$ 1,034,110.00	$ 134.00	$ 815,122.00	$ 140.00	$ 851,620.00	$ 169.42	$ 1,030,581.86
150	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	1,095	DAY	$ 130.00	$ 142,350.00	$ 9.79	$ 10,720.05	$ 50.00	$ 54,750.00	$ 79.00	$ 86,505.00	$ 75.00	$ 82,125.00	$ 79.00	$ 86,505.00
151	6058-6001	BBU SYSTEM (EXTERNAL BATT CABINET)	1	EA	$ 7,500.00	$ 7,500.00	$ 6,739.97	$ 6,739.97	$ 8,400.00	$ 8,400.00	$ 6,800.00	$ 6,800.00	$ 8,000.00	$ 8,000.00	$ 10,422.80	$ 10,422.80
152	6120-6001	DEAD END ROAD BARRICADE	128	LF	$ 120.00	$ 15,360.00	$ 28.00	$ 3,584.00	$ 33.00	$ 4,224.00	$ 28.70	$ 3,673.60	$ 50.00	$ 6,400.00	$ 39.00	$ 4,992.00
153	6292-6001	RVDS(PRESENCE DETECTION ONLY)	4	EA	$ 7,500.00	$ 30,000.00	$ 6,221.51	$ 24,886.04	$ 7 800.00	$ 31,200.00	$ 6,300.00	$ 25,200.00	$ 7 500.00	$ 30,000.00	$ 7,302.60	$ 29,210.40
154	7235-6070	CEM STABIL BKFL	43	CY	$ 120.00	$ 5,160.00	$ 101.84	$ 4,379.12	$ 220.00	$ 9,460.00	$ 280.00	$ 12,040.00	$ 75.00	$ 3,225.00	$ 420.00	$ 18,060.00
155	WC 40 05 00	Connection to Existing System	2	EA	$ 7,500.00	$ 15,000.00	$ 6,213.97	$ 12,427.94	$ 6,800.00	$ 13,600.00	$ 13,600.00	$ 27,200.00	$ 5,000.00	$ 10,000.00	$ 2,086.00	$ 4,172.00
156	WC 31 23 33	Trench Excavation Safety Protection Systems (All Depths)	6,398	LF	$ 1.00	$ 6,398.00	$ 0.35	$ 2,239.30	$ 2.00	$ 12,796.00	$ 4.55	$ 29,110.90	$ 3.00	$ 19,194.00	$ 4.00	$ 25,592.00
157	WC 40 05 19	Pipe, 18-IN Diameter Ductile Iron Pipe, (All Depths), Including Excavation and Backf ll	6,222	LF	$ 175.00	$ 1,088,850.00	$ 132.79	$ 826,219.38	$ 155.00	$ 964,410.00	$ 149.00	$ 927,078.00	$ 160.00	$ 995,520.00	$ 150.00	$ 933,300.00
158	WC 40 05 19	Pipe, 16-IN Diameter Ductile Iron or PVC Pipe, (A l Depths), Including Excavation and Backfill	54	LF	$ 170.00	$ 9,180.00	$ 170.61	$ 9,212.94	$ 200.00	$ 10,800.00	$ 227.00	$ 12,258.00	$ 155.00	$ 8,370.00	$ 228.00	$ 12,312.00
159	WC 40 05 19	Pipe, 12-IN Diameter Ductile Iron or PVC Pipe, (A l Depths), Including Excavation and Backfill	122	LF	$ 160.00	$ 19,520.00	$ 127.80	$ 15,591.60	$ 120.00	$ 14,640.00	$ 156.00	$ 19,032.00	$ 125.00	$ 15,250.00	$ 153.50	$ 18,727.00
160	WC 40 05 19	Ductile Iron Fittings	17,500	LB	$ 5.00	$ 87,500.00	$ 2.01	$ 35,175.00	$ 2.50	$ 43,750.00	$ 7.10	$ 124,250.00	$ 10.00	$ 175,000.00	$ 5.50	$ 96,250.00
161	WC 40 05 61	Valves, Gate Type, 18-IN Diameter	5	EA	$ 17,000.00	$ 85,000.00	$ 16,453.23	$ 82,266.15	$ 18,500.00	$ 92,500.00	$ 23,000.00	$ 115,000.00	$ 28,000.00	$ 140,000.00	$ 18,862.00	$ 94,310.00
162	WC 40 05 61	Valves, Gate Type, 16-IN Diameter	2	EA	$ 14,500.00	$ 29,000.00	$ 8,989.47	$ 17,978.94	$ 9,700.00	$ 19,400.00	$ 14,200.00	$ 28,400.00	$ 17,500.00	$ 35,000.00	$ 11,947.00	$ 23,894.00
163	WC 40 05 61	Valves, Gate Type, 12-IN Diameter	1	EA	$ 7,300.00	$ 7,300.00	$ 4,079.53	$ 4,079.53	$ 3 600.00	$ 3,600.00	$ 4,820.00	$ 4,820.00	$ 7 500.00	$ 7,500.00	$ 6,056.00	$ 6,056.00
164	Detail UT018/ W-13	Fire Hydrant Assembly	4	EA	$ 8,000.00	$ 32,000.00	$ 5,762.26	$ 23,049.04	$ 6,600.00	$ 26,400.00	$ 11,700.00	$ 46,800.00	$ 10,000.00	$ 40,000.00	$ 9,383.00	$ 37,532.00
165	WC 40 05 52	3-IN Air/Vacuum Release Valve Assembly	3	EA	$ 7,500.00	$ 22,500.00	$ 11,111.25	$ 33,333.75	$ 14,000.00	$ 42,000.00	$ 13,400.00	$ 40,200.00	$ 10,000.00	$ 30,000.00	$ 14,999.00	$ 44,997.00
166	WC 33 05 07	Jacking or Boring, 36-IN	780	LF	$ 950.00	$ 741,000.00	$ 234.06	$ 182,566.80	$ 660.00	$ 514,800.00	$ 440.00	$ 343,200.00	$ 750.00	$ 585,000.00	$ 710.00	$ 553,800.00
167	WC 33 05 23	Encasement Pipe 36-IN, Type Steel	780	LF	$ 265.00	$ 206,700.00	$ 243.35	$ 189,813.00	$ 290.00	$ 226,200.00	$ 440.00	$ 343,200.00	$ 350.00	$ 273,000.00	$ 250.00	$ 195,000.00
168	Detail 15/ W-11	Blow-off Assembly	2	EA	$ 8,100.00	$ 16,200.00	$ 7,220.31	$ 14,440.62	$ 8,700.00	$ 17,400.00	$ 12,800.00	$ 25,600.00	$ 7,500.00	$ 15,000.00	$ 11,641.00	$ 23,282.00
169	Detail 16/ W-12	Vent Pipe Assembly	2	EA	$ 7,000.00	$ 14,000.00	$ 6,436.83	$ 12,873.66	$ 7 800.00	$ 15,600.00	$ 9,600.00	$ 19,200.00	$ 5 000.00	$ 10,000.00	$ 6,424.00	$ 12,848.00
170	Detail UT019/ W-13	Flushing Valve Assembly	1	EA	$ 9,500.00	$ 9,500.00	$ 8,283.85	$ 8,283.85	$ 8 400.00	$ 8,400.00	$ 7,600.00	$ 7,600.00	$ 7 500.00	$ 7,500.00	$ 12,227.00	$ 12,227.00
171	WC 32 12 16	Cut & Restore Pavement	65	SY	$ 270.00	$ 17,550.00	$ 54.46	$ 3,539.90	$ 79.00	$ 5,135.00	$ 187.00	$ 12,155.00	$ 100.00	$ 6,500.00	$ 190.50	$ 12,382.50
172	W-14through W-17	Meter and Backflow Prevention Station	1	LS	$ 400,000.00	$ 400,000.00	$ 178,348.69	$ 178,348.69	$ 422,000.00	$ 422,000.00	$ 357,000.00	$ 357,000.00	$ 250,000.00	$ 250,000.00	$ 581,635.00	$ 581,635.00
NON BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.																
173	999-WC01	FORCE ACCOUNT	25,000	DOL	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00
174	999-WC02	FORCE ACCOUNT - WATERLINE	130,000	DOL	$ 1.00	$ 130,000.00	$ 1.00	$ 130,000.00	$ 1.00	$ 130,000.00	$ 1.00	$ 130,000.00	$ 1.00	$ 130,000.00	$ 1.00	$ 130,000.00
175	999-WC03	FORCE ACCOUNT - RAILROAD	200,000	DOL	$ 1.00	$ 200,000.00	$ 1.00	$ 200,000.00	$ 1.00	$ 200,000.00	$ 1.00	$ 200,000.00	$ 1.00	$ 200,000.00	$ 1.00	$ 200,000.00
176	585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	22,600	DOL	$ 1.00	$ 22,600.00	$ 1.00	$ 22,600.00	$ 1.00	$ 22,600.00	$ 1.00	$ 22,600.00	$ 1.00	$ 22,600.00	$ 1.00	$ 22,600.00
177	3076-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	79,400	DOL	$ 1.00	$ 79,400.00	$ 1.00	$ 79,400.00	$ 1.00	$ 79,400.00	$ 1.00	$ 79,400.00	$ 1.00	$ 79,400.00	$ 1.00	$ 79,400.00
178	3076-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D SURFACE)	38,900	DOL	$ 1.00	$ 38,900.00	$ 1.00	$ 38,900.00	$ 1.00	$ 38,900.00	$ 1.00	$ 38,900.00	$ 1.00	$ 38,900.00	$ 1.00	$ 38,900.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 13,482,261.10**		**$12,673,200.94**		**$13,852,168.75**		**$13,887,632.47**		**$15,816,723.50**		**$18,259,833.64**
		ACTUAL BID PROPOSAL						$12,673,200.94		$13,852,168.75		$13,887,632.47		$15,816,723.50		**$18,259,833.64**
		ADJUSTMENT DIFFERENCE						$0.00		$0.00		$0.00		$0.00		$0.00
		Bid Bond						Y		Y		Y		Y		Y
		Conf ict of Interest Questionnaire						Y		Y		Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		Y		Y		Y

HNTB Corporation
The HNTB Companies
Infrastructure Solutions

2001 Bryan Street
Suite 1500
Dallas, TX 75201

Telephone (214) 748-8400
hntb.com

Mayra Ramos
Construction Contracts Administrator
Williamson County Road Bond Program
101 E. Old Settlers Blvd.
Suite 100
Round Rock, TX 78664

March 14, 2022

Re: County Road 401 bid review

Dear Mayra,

I have reviewed the bids provided for the County Road 401 project.

James Construction Group, LLC is the apparent low bidder with a bid of $12,673,200.94.

I reviewed their bid for errors and found none. I recommend their selection for this contract.

Please call or email with any questions.

Best regards,

Ryan Lagsding
Project Manager
HNTB Corporation
rlagsding@hntb.com
214-560-5036

Commissioners Court - Regular Session **70.**

Meeting Date: 03/22/2022

Award IFB #22IFB68 Wyoming Springs Intersection Improvements at Smyers Lane to MA Smith Contracting for HNTB

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 IFB #22IFB68 Wyoming Springs Intersection Improvements at Smyers Lane to the lowest and best bidder, MA Smith Contracting, in the amount of $355,892.50, and authorizing the execution of the agreement. Funding Source is P339.

Background

Williamson County sent out over 3,400 notifications for this solicitation and received 3 submittals. The bids have been reviewed and the apparent low bidder, MA Smith Contracting, was found to be responsive and materially balanced. The lowest bid was 107.9% higher than the Engineers Estimate. We attribute the higher than expected prices due to the location of the project and the small quantities of items of work related to excavation, flexible base, and asphalt paving. The bidding was competitive with the lowest two bidders being within 10.9% of each other. In addition to meeting the bid qualifications subject to being low bidder, MA Smith Contracting is currently the Contractor on CR 200 Reconstruction project and has also successfully completed projects for Williamson County including the Neenah Avenue Widening project and the Lakeline Blvd. Right Turn Lane. Based on the quality of work performed by the contractor and favorable working relationship with the County and its representatives, HNTB recommends award of the Wyoming Springs Intersection Improvements at Smyers Lane construction contract to MA Smith Contracting in the amount of $355,892.50. Funding source P339. Christen Eschberger for HNTB is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Package

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/16/2022 08:43 PM
County Judge Exec Asst.	Becky Pruitt	03/17/2022 08:10 AM
Form Started By: Johnny Grimaldo		Started On: 03/16/2022 09:18 AM
Final Approval Date: 03/17/2022		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

March 14, 2022

Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
Wyoming Springs Intersection Improvements at Smyers Lane
Williamson County Project No. 22IFB68
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed and the apparent low bid (MA Smith Contracting) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	MA Smith Contracting	$355,892.50
2.	Patin Construction	$394,585.00
3.	Joe Bland Construction	$467,607.30

The lowest bid was 107.9% higher than the Engineers Estimate. We attribute the higher than expected prices due to the location of the project and the small quantities of items of work related to excavation, flexible base, and asphalt paving. The bidding was competitive with the lowest two bidders being within 10.9% of each other.

In addition to meeting the bid qualifications subject to being low bidder, MA Smith Contracting is currently the Contractor on CR 200 Reconstruction project and has also successfully completed projects for Williamson County including the Neenah Avenue Widening project and the Lakeline Blvd. Right Turn Lane. Based on the quality of work performed by the Contractor and favorable working relationship with the County and its Representatives, we recommend award of the Wyoming Springs Intersection Improvements at Smyers Lane construction contract to MA Smith Contracting in the amount of $ 355,892.50.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



Oscar Salazar-Bueno, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation
Christen Eschberger, HNTB Corporation

Williamson County Road Bond Program
22IFB68 Wyoming Springs at Smyers Lane
March 9, 2022

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
MA Smith Contracting Co., Inc	$ 355,892.50	1	$184,700.20	107.9%	$ -	0.00%
Patin Construction	$ 394,585.00	2	$223,392.70	130.5%	$ 38,692.50	10.9%
Joe Bland Construction, L.P.	$ 467,607.30	3	$296,415.00	173.1%	$ 111,714.80	31.4%

Williamson County Road Bond Program
22IFB68 Wyoming Springs at Smyers Lane
March 9, 2022

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		MA Smith Contracting Co., Inc		Patin Construction		Joe Bland Construction, L.P	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	3	STA	$ 7,500 00	$ 22,500.00	$ 15,000 00	$ 45,000.00	$ 50,000.00	$ 150,000 00	$ 9,377 00	$ 28,131 00
2	104-6022	REMOV NG CONC (CURB AND GUTTER)	289	LF	$ 6 50	$ 1,878.50	$ 12 00	$ 3,468.00	$ 25.00	$ 7,225 00	$ 64 00	$ 18,496 00
3	105-6026	REMOVE STAB BASE & ASPH PAV (13"-18")	423	SY	$ 20 00	$ 8,460.00	$ 70 00	$ 29,610.00	$ 25.00	$ 10,575 00	$ 76 00	$ 32,148 00
4	110-6001	EXCAVATION (ROADWAY)	386	CY	$ 10 00	$ 3,860.00	$ 100 00	$ 38,600.00	$ 35.00	$ 13,510 00	$ 87 00	$ 33,582 00
5	132-6005	EMBANKMENT (F NAL)(ORD COMP)(TY C)	2	CY	$ 15 00	$ 30.00	$ 500 00	$ 1,000.00	$ 40.00	$ 80 00	$ 7,748 00	$ 15,496 00
6	162-6002	BLOCK SODD NG	120	SY	$ 3 50	$ 420.00	$ 12 00	$ 1,440.00	$ 7.00	$ 840 00	$ 16 50	$ 1,980 00
7	168-WC01	VEGETATIVE WATERING	7 3	MG	$ 15 00	$ 109.50	$ 300 00	$ 2,190.00	$ 1,000.00	$ 7,300 00	$ 196 00	$ 1,430 80
8	192-6017	VEGETATION BARR ER	152	SY	$ 7 00	$ 1,064.00	$ 50 00	$ 7,600.00	$ 10.00	$ 1,520 00	$ 70 25	$ 10,678 00
9	471-6004	FRAME & COVER	2	EA	$ 2,000 00	$ 4,000.00	$ 1,200 00	$ 2,400.00	$ 1,250.00	$ 2,500 00	$ 7,156 00	$ 14,312 00
10	500-6001	MOB LIZATION	1	LS	$ 13,291 00	$ 13,291.00	$ 30,000 00	$ 30,000.00	$ 12,500.00	$ 12,500 00	$ 40,000 00	$ 40,000 00
11	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDL NG	2	MO	$ 8,500 00	$ 17,000.00	$ 5,000 00	$ 10,000.00	$ 20,000.00	$ 40,000 00	$ 13,340 00	$ 26,680 00
12	506-6035	SANDBAGS FOR EROSION CONTROL	6	EA	$ 5 50	$ 33.00	$ 70 00	$ 420.00	$ 100.00	$ 600 00	$ 235 00	$ 1,410 00
13	506-6043	BIODEG EROSN CONT LOGS (REMOVE)	63	LF	$ 0 60	$ 37.80	$ 1 50	$ 94.50	$ 50.00	$ 3,150 00	$ 20 25	$ 1,275.75
14	506-6045	BIODEG EROSN CONT LOGS (NSTL) (6")	63	LF	$ 3 50	$ 220.50	$ 8 00	$ 504.00	$ 10.00	$ 630 00	$ 11 25	$ 708.75
15	666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	156	LF	$ 1 00	$ 156.00	$ 50 00	$ 7,800.00	$ 15.00	$ 2,340 00	$ 54 00	$ 8,424 00
16	666-6054	REFL PAV MRK TY I (W)(ARROW)(100M L)	1	EA	$ 145 00	$ 145.00	$ 430 00	$ 430.00	$ 500.00	$ 500 00	$ 469 00	$ 469 00
17	666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	1	EA	$ 160 00	$ 160.00	$ 540 00	$ 540.00	$ 500.00	$ 500 00	$ 586 00	$ 586 00
18	666-6178	REFL PAV MRK TY II (W) 8" (SLD)	156	LF	$ 0 50	$ 78.00	$ 28 00	$ 4,368.00	$ 15.00	$ 2,340 00	$ 32 00	$ 4,992 00
19	666-6184	REFL PAV MRK TY II (W) (ARROW)	1	EA	$ 65 00	$ 65.00	$ 220 00	$ 220.00	$ 500.00	$ 500 00	$ 235 00	$ 235 00
20	666-6192	REFL PAV MRK TY II (W) (WORD)	1	EA	$ 75 00	$ 75.00	$ 250 00	$ 250.00	$ 500.00	$ 500 00	$ 274 00	$ 274 00
21	672-6007	REFL PAV MRKR TY I-C	9	EA	$ 5 00	$ 45.00	$ 12 00	$ 108.00	$ 50.00	$ 450 00	$ 12 00	$ 108 00
22	1005-6001	LOOSE AGGR FOR GROUNDCOVER (TYPE I)	13	CY	$ 75 00	$ 975.00	$ 400 00	$ 5,200.00	$ 100.00	$ 1,300 00	$ 876 00	$ 11,388 00
23	3076-6001	D-GR HMA(SQ) TY-B PG64-22	323	TON	$ 125 00	$ 40,375.00	$ 240 00	$ 77,520.00	$ 250.00	$ 80,750 00	$ 310 00	$ 100,130 00
24	3076-6040	D-GR HMA(SQ) TY-D PG70-22	40	TON	$ 140 00	$ 5,600.00	$ 560 00	$ 22,400.00	$ 250.00	$ 10,000 00	$ 603 00	$ 24,120 00
25	3076-6066	TACK COAT	28	GAL	$ 3 00	$ 84.00	$ 35 00	$ 980.00	$ 25.00	$ 700 00	$ 50 00	$ 1,400 00
26	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	40	DAY	$ 90 00	$ 3,600.00	$ 180 00	$ 7,200.00	$ 250.00	$ 10,000 00	$ 259 00	$ 10,360 00
CITY OF ROUND ROCK BID ITEMS												
27	506-WW-MAJ	MAJOR MANHOLE ADJUSTMENT, 4 FT. DIA.	2	EA	$ 2,500 00	$ 5,000.00	$ 5,000 00	$ 10,000.00	$ 1 000.00	$ 2,000 00	$ 7,156 00	$ 14,312 00
28	SP506-WW-06	MANHOLE VENT RELOCATION	1	EA	$ 8,800 00	$ 8,800.00	$ 8,000 00	$ 8,000.00	$ 500.00	$ 500 00	$ 6,419 00	$ 6,419 00
29	529-RR01	SP LL CURB & GUTTER	271	LF	$ 30 00	$ 8,130.00	$ 50 00	$ 13,550.00	$ 25.00	$ 6,775 00	$ 122 00	$ 33,062 00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.												
30	999-WC01	FORCE ACCOUNT	1	LS	$ 25,000 00	$ 25,000.00	$ 25,000 00	$ 25,000.00	$ 25,000.00	$ 25,000 00	$ 25,000 00	$ 25,000 00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 171,192.30**		**$355,892.50**		**$394,585.00**		**$467,607.30**
		ACTUAL B D PROPOSAL										
		ADJUSTMENT D FFERENCE						($355,892.50)		($394,585 00)		($467,607.30)
		Bid Bond						Y		Y		Y
		Conflict of Interest Questionnaire						Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		Y

Commissioners Court - Regular Session **71.**

Meeting Date: 03/22/2022

Doucet 1903-303 Contract Amendment No 2

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 2 under Williamson County Contract for Engineering Services between Doucet & Associates and Williamson County dated July 16, 2019 for Engineering Services Smith Branch Flood Control near Juvenile Justice Center 1903-303. Funding source: P519.

Background

This Contract Amendment No 2 is to update the rate schedules.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Doucet 1903-303 Contract Amendment No 2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/07/2022 09:22 AM
County Judge Exec Asst.	Becky Pruitt	03/07/2022 09:52 AM
Form Started By: Vicky Edwards		Started On: 03/04/2022 10:51 AM
Final Approval Date: 03/07/2022		

CONTRACT AMENDMENT NO. __2___
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

This Contract Amendment No. __2__ to Williamson County Contract for Engineering Services ("Amendment No. __2__") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Doucet & Associates (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective July 16, 2019, wherein Engineer agreed to perform certain professional engineering services in connection with the Engineering Services Smith Branch Flood Control near Juvenile Justice Center 1903-303 ("Project").

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

I. Amendment to Exhibit __D____ - Rate Schedule

Pursuant to the CPI Rate Adjustments provisions set forth in the original Rate Schedule of the Contract, County and Engineer hereby agree the Rate Schedule attached hereto as Attachment 1 shall supplant and replace the current Rate Schedule and become effective as of the last party's execution below.

II. Terms of Contract Control and Extent of Amendment No. _____

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. __2___, in duplicate, to be effective as of the date of the last party's execution below.

Engineer:

Doucet & Associates, Inc.
_____

By: _____

Printed Name: Amy Doucet

Title: President

Date: March 4, 2022

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _Bill Gravell, Jr.___

Title: __County Judge_____

Date: _____

Attachment 1

Please see next pages.

DOUCET

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
DoucetEngineers.com

Schedule A

Doucet Fee Schedule (effective March 2022)

Personnel	Hourly Fee		Personnel	Hourly Fee
Principal Engineer (PE)	$265.98		Principal Surveyor (RPLS)	$265.98
Senior Project Manager	$244.70		Project Manager (RPLS)	$223.42
Project Manager	$212.78		Project Coordinator	$148.95
Senior Project Engineer (PE)	$196.82		Survey Specialist	$138.31
Project Engineer III	$180.86		Survey Technician	$111.71
Project Engineer II	$170.22			
Project Engineer I	$154.77		GIS Specialist	$138.31
Engineer Associate II	$138.31		GIS Technician	$106.39
Engineer Associate I	$122.35		LiDAR Specialist	$138.31
			LiDAR Technician	$106.39
			Aerial Mapping Specialist	$138.31
Sr. Construction Manager	$159.59		Aerial Mapping Technician	$106.39
Construction Manager	$117.03		Utility Specialist	$138.31
Construction Manager	$117.03		Utility Technician	$106.39
			Field Coordinator	$148.95
Sr. Civil Technician	$148.95		Field Specialist	$117.03
Civil Technician	$132.99		Crew of 1	$122.35
Assistant Civil Technician	$122.35		Crew of 2	$170.22
			Crew of 3	$223.42
Senior Planner (AICP)	$180.86			
Project Planner	$164.90		Division Administrator	$106.39
Staff Planner	$122.35			
Planning Technician	$111.71			
Sr. Operations Assistant	$106.39		LiDAR Scanner	$105.00
Operations Assistant	$79.79		Drone	$635.00
			Ground Targets	$26/ea.
			Concrete Monuments	$265/ea.
Expert Witness	$558.55		ATV/Boat/Sonar	$105/day
			Mileage	Current IRS Rate

Wilco March 2022

SCHEIBE CONSULTING LLC

Mr. Duke Altman, PE, CFM
Doucet & Associates, Inc.
7401 B. Hwy 71 West, Ste. 160
Austin, TX 78735

February 25, 2022

Re: Scheibe 2022 Rate Schedule (Revised #3)

Dear Mr. Altman,

Following is our 2022 rate schedule that we request to be used for the Williamson County Floodplain Map Update Study.

Title	Original Rate	2022 Rate
Principal	$ 230.00	$ 244.70
Senior Engineer	$ 195.00	$ 207.46
Engineer III	$ 175.00	$ 186.18
Engineer II	$ 150.00	$ 159.59
Engineer I	$ 135.00	$ 143.63
EIT III	$ 130.00	$ 138.31
EIT II	$ 120.00	$ 127.67
EIT I	$ 110.00	$ 117.03
Admin	$ 75.00	$ 79.79

Please feel free to contact us if you have any questions at 512-263-0418.

Sincerely,
Scheibe Consulting, LLC

Eric Scheibe, PE, CFM
President
escheibe@scheibeconsulting.com

Commissioners Court - Regular Session **72.**

Meeting Date: 03/22/2022

Cobb Fendley 1811-273 Contract Amendment No 1 Utility Coordination

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Cobb, Fendley & Associates Inc. and Williamson County dated July 16, 2019 for Utility Coordination for All Williamson County Activities Not Related to Road Bond Activities. This Contract Amendment No 1 is to increase the Compensation Cap from $500,000.00 to $1,000,000.00. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 1811-273 Contract Amendment No 1 Utility Coordination

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/10/2022 11:37 AM
County Judge Exec Asst.	Becky Pruitt	03/10/2022 11:51 AM
Form Started By: Vicky Edwards		Started On: 03/10/2022 09:27 AM
Final Approval Date: 03/10/2022		

CONTRACT AMENDMENT NO. _1___
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: Utility Coordination for All Williamson County Activities Not Related to Road Bond Activities RFQ 1811-273 **("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 Cobb, Fendley & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective July 16, 2019 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $500,000.00**;**

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 $500,00.00 to $1,000,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

Sandra G. Khoury, P.E.
Printed Name

Senior Vice President
Title

March 10, 2022
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

County Judge
Title

_____
Date

Commissioners Court - Regular Session **73.**

Meeting Date: 03/22/2022

Roadway Closure Order

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute a Roadway Closure Order to vacate, abandon and close 0.2804 acres of CR 304.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Roadway Closure Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/17/2022 10:32 AM
Form Started By: Charlie Crossfield		Started On: 03/16/2022 12:45 PM
Final Approval Date: 03/17/2022		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ROADWAY CLOSURE ORDER

AN ORDER OF WILLIAMSON COUNTY, TEXAS, FINDING THAT PORTIONS OF CR 304 ARE NOT NECESSARY FOR PUBLIC USE AS A THOROUGHFARE; PROVIDING FOR THE VACATION, ABANDONMENT AND CLOSURE OF THE ROADWAYS; AND RELEASING ANY AND ALL PUBLIC RIGHTS, TITLE, AND INTEREST.

WHEREAS, pursuant to Chapter 251.058 of the Texas Transportation Code, the County has the authority to vacate, abandon, and close roadways within the County; and

WHEREAS, within the County there are portions of CR 304 described in more detail in Exhibits A and B, (hereafter referred to as the "Right-of-Way"); and

WHEREAS, the Commissioners Court has determined that the Right-of-Way is not necessary as a public thoroughfare and has no other public use; and

WHEREAS, the Commissioners Court finds that vacating the Right-of-Way would have no adverse effect on adjacent properties; and

WHEREAS, the Commissioners Court has determined that it is in the best interest of the County to vacate, abandon, and close the Right-of-Way; and

NOW THEREFORE, be it ordered by the Commissioners Court of Williamson County, Texas:

1. **Finding of Fact**: That the foregoing recitals are incorporated into this Order by reference as findings of fact as if set forth herein at length.

2. **Right-of-Way Closure**: The Commissioners Court hereby vacates, abandons, and closes the Right-of-Way which is more particularly described in Exhibits A and B.

3. **Abandonment of Rights**: The Commissioners Court hereby abandons any and all public rights, title and interest, if any, to the Right-of-Way.

4. **Land Records**: The Commissioners Court hereby authorizes and instructs a signed and sealed copy of this Order to be recorded in the Official Records of Williamson County, Texas.

5. **Severability**: If any word, article, phrase, paragraph, sentence, clause, or provision of this Order shall be adjusted by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Order which can be given effect without the invalid provision, and to this end the provision of this Order is declared to be severable.

6. **Effective Date**: This Order shall take effect immediately from and after the date of this Order.

7. **Underlying Property Owner**. Pursuant to Section 251.058 of the Texas Transportation Code, Schwertner Farms is the underlying property owner receiving this conveyance for the property described in Exhibit "A" and Vietnamese Dominican Vicarate of St. Vincent Liem is the underlying property owner receiving this conveyance for the property described in Exhibit "B".

8. **Proper Notice & Open Meeting**: It is hereby officially found and determined that the meeting at which this Order was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED & APPROVED, this the _____ day of _____, 2022, by the vote of the Commissioners Court of Williamson County, Texas.

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, County Judge

ATTEST:

_____
Nancy Rister, County Clerk

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned notary public, personally appeared Bill Gravell, County Judge for Williamson County, Texas, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

_____
Notary Public, State of Texas

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 1

DESCRIPTION OF A 0.2804 ACRE (12,213 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE WILLIAM CONNELL SURVEY, ABSTRACT NO. 132 AND THE ROBERT LILE SURVEY, ABSTRACT NO. 391 BOTH IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE FORMER ALIGNMENT OF COUNTY ROAD 304 EAST (CR304E) AS OCCUPIED AND MAINTAINED BY WILLIAMSON COUNTY AND LIMITED BY ADJOINING TRACTS, SAID 0.2804 ACRE (12,213 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Texas Department of Transportation (TxDOT) Type I Concrete Monument (Grid Coordinates determined as: N=10,282,025.89, E=3,156,267.53 TxSPC Zone 4203), found being the intersection of the existing easterly Right-of-Way (ROW) line of Interstate Highway 35 (IH-35) (variable width ROW) and the existing southerly ROW line of CR304E, (variable width ROW), same being the northwesterly corner of the remainder of that called 568.38 acre tract of land described in Cash Warranty Deed to Schwertner Farms, Inc. by instrument recorded in Document No. 2015010110 of the Official Public Records of Williamson County, Texas, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which an iron rod with plastic cap stamped "RPLS-5784" found being the intersection of said existing easterly ROW line of IH-35 and the existing southerly ROW line of CR305, bears S 20°19'54" W, at a distance of 814.35 feet;

1) **THENCE**, departing said existing southerly ROW line of CR304E, with said existing easterly ROW line of IH-35, **N 43°05'48" E**, for a distance of **67.12** feet to an iron rod with plastic cap stamped "Inland-4933" set in the calculated ROW centerline of CR304E, for the northwesterly corner of the herein described parcel, and from which a TxDOT Type I Concrete Monument found, being the southwesterly corner of that called 27.194 acre tract of land described in Gift Warranty Deed to Vietnamese Dominican Vicariate of St. Vincent Liem by instrument recorded in Document No. 2012005022 of the Official Public Records of Williamson County, Texas, bears N 43°05'48" E, at a distance of 67.12 feet;

THENCE, departing said existing easterly ROW line of IH-35, with said calculated centerline of CR304E, the following two (2) courses:

2) **N 67°12'37" E**, for a distance of **57.61** feet to an iron rod with plastic cap stamped "Inland-4933" set, for an angle point in the northerly boundary line hereof;

3) **N 69°02'06" E**, for a distance of **363.45** feet to an iron rod with plastic cap stamped "Inland-4933" set, for the northeasterly corner of the herein described parcel;

4) **THENCE**, departing said calculated centerline of CR304E, **S 20°47'12" E**, for a distance of **26.41** feet to an iron rod with plastic cap stamped "Inland-4933" set in the northerly boundary line of said remainder of 568.38 acre tract, same being in the existing northerly ROW line of CR305, for the southeasterly corner of the herein described parcel, and from which an iron rod with yellow plastic cap found being in said existing southerly ROW line of CR304E, same being said northerly boundary line of the remainder of 568.38 acre tract bears N 68°51'22" E, at a distance of 1,445.77 feet;

THENCE, departing said existing northerly ROW line of CR305, with said existing southerly ROW line of CR304E, same being said northerly boundary line of the remainder of 568.38 acre tract, the following two (2) courses:

5) **S 68°51'22" W**, for a distance of **366.06** feet, to an iron rod with plastic cap stamped "Forest-1847" found, being an angle point in said existing southerly ROW line of CR304E and said

northerly boundary line of the remainder of 568.38 acre tract, for an angle point in the southerly boundary line hereof;

6) **S 67°13'46" W**, for a distance of **115.31** feet to the **POINT OF BEGINNING,** containing 0.2804 acres (12,213 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 direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 1 MAR 2022

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

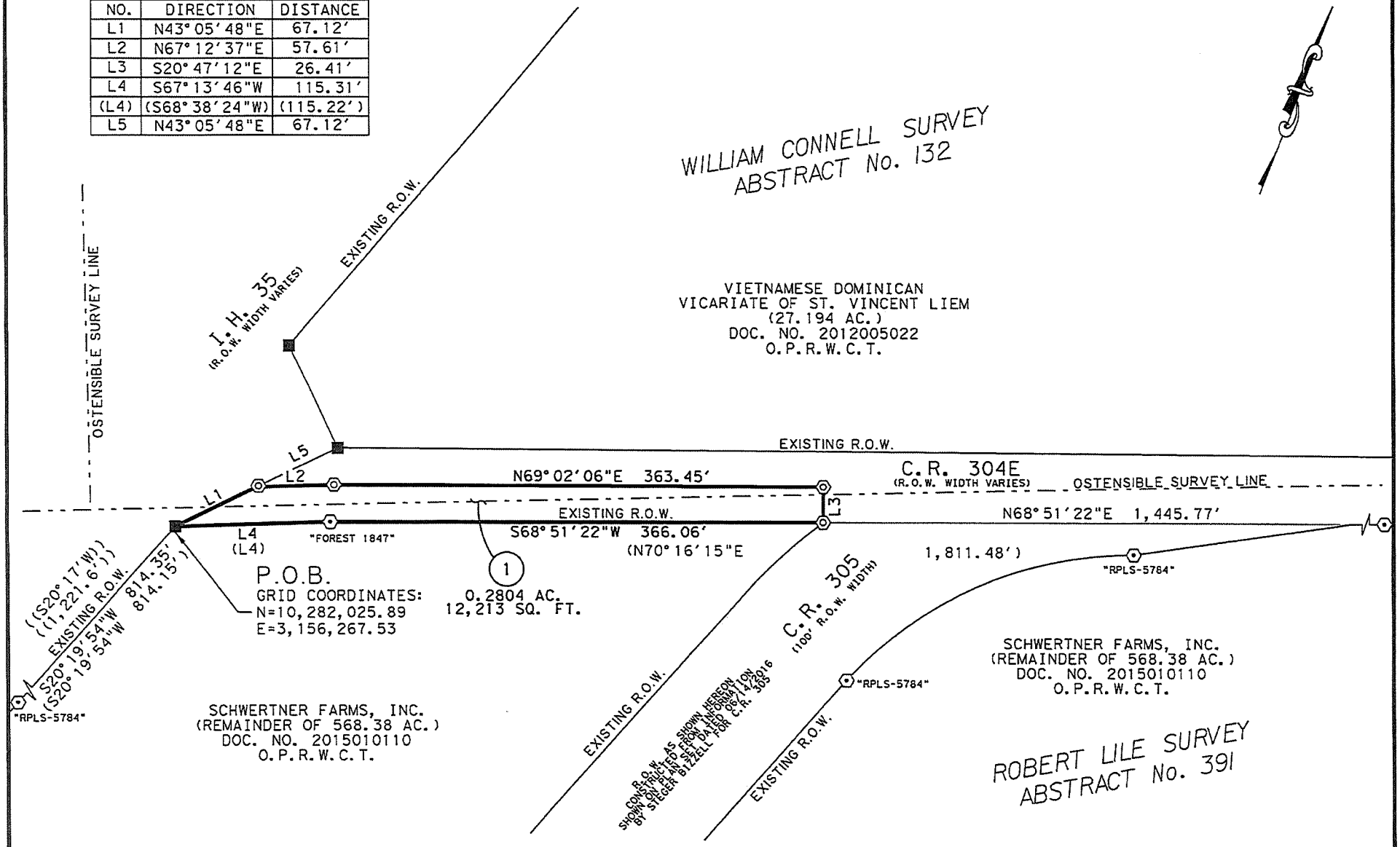
STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

S:\Williamson County\CR 304E-REVERSION TRACT\PARCELS\SCHWERTNER FARMS.docx

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	N43°05'48"E	67.12'
L2	N67°12'37"E	57.61'
L3	S20°47'12"E	26.41'
L4	S67°13'46"W	115.31'
(L4)	(S68°38'24"W)	(115.22')
L5	N43°05'48"E	67.12'



INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

C.R. 304E

SCALE	PROJECT	COUNTY
1" = 100'	CR 304E ABANDONMENT	WILLIAMSON

PARCEL 1
0.2804 ACRES
12,213 Sq. Ft.

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EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	IRON ROD FOUND W/PLASTIC CAP
◎	IRON ROD W/PLASTIC CAP STAMPED "INLAND 4933" SET
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
—/—	LINE BREAK
⌇	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUEMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 1 MAR 2022

M. STEPHEN TRUESDALE DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
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PARCEL PLAT SHOWING PROPERTY OF

C.R. 304E

SCALE	PROJECT	COUNTY
1" = 100'	CR 304E ABANDONMENT	WILLIAMSON

PARCEL 1
0.2804 ACRES
12,213 Sq. Ft.

S:\Williamson County\CR 304E-REVERSION TRACT\PARCELS\SCHWERTNER-FARMS.dgn

EXHIBIT B

PROPERTY DESCRIPTION FOR PARCEL 2

DESCRIPTION OF A 0.2424 ACRE (10,557 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE WILLIAM CONNELL SURVEY, ABSTRACT NO. 132 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE FORMER ALIGNMENT OF COUNTY ROAD 304 EAST (CR304E) AS OCCUPIED AND MAINTAINED BY WILLIAMSON COUNTY AND LIMITED BY ADJOINING TRACTS, SAID 0.2424 ACRE (10,557 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Texas Department of Transportation (TxDOT) Type I Concrete Monument (Grid Coordinates determined as: N=10,282,123.89, E=3,156,359.23 TxSPC Zone 4203), found being an angle point in the existing easterly Right-of-Way (ROW) line of Interstate Highway 35 (IH-35) (variable width ROW), same being in the existing northerly ROW line of CR304E, also being the southwesterly corner of that called 27.194 acre tract of land described in Gift Warranty Deed to Vietnamese Dominican Vicariate of St. Vincent Liem by instrument recorded in Document No. 2012005022 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE**, departing said existing easterly ROW line of IH-35, with said existing northerly ROW line of CR304E, same being the southerly boundary line of said 27.194 acre tract, **N 69°12'48" E**, for a distance of **360.76** feet to an iron rod with plastic cap stamped "Inland-4933" set in said existing northerly ROW line of CR304E, same being said southerly boundary of the 27.194 acre tract, for the northeasterly corner of the herein described parcel, and from which a 1/2" iron rod found being the southwesterly corner of that called 12.00 acre tract of land described in Gift Warranty To Deed With Lifetime Estate to Johnnie Ray Martone by instrument recorded in Document No. 2013073865 of the Official Public Records of Williamson County, Texas, same being the southeasterly corner of said 27.194 acre tract, also being said existing northerly ROW line of CR304E, bears N 69°12'48" E, at a distance of 1,213.42 feet;

2) **THENCE**, departing said existing northerly ROW line of CR304E, same being said southerly boundary line of the 27.194 acre tract, **S 20°47'12" E**, for a distance of **26.41** feet to an iron rod with plastic cap stamped "Inland-4933" set in the calculated ROW centerline of CR304E, for the southeasterly corner of the herein described parcel;

THENCE, with said calculated centerline of CR304E, the following two (2) courses:

3) **S 69°02'06" W**, for a distance of **363.45** feet to an iron rod with plastic cap stamped "Inland-4933" set, for an angle point in the southerly boundary line hereof;

4) **S 67°12'37" W**, for a distance of **57.61** feet to an iron rod with plastic cap stamped "Inland-4933" set, for the southwesterly corner of the herein described parcel, and from which a TxDOT Type I Concrete Monument found being the intersection of said existing easterly ROW line of IH-35 and the existing southerly ROW line of CR304E, same being the northwesterly corner of the remainder of that called 568.38 acre tract of land described in Cash Warranty Deed to Schwertner Farms, Inc. by instrument recorded in Document No. 2015010110 of the Official Public Records of Williamson County, Texas, bears S 43°05'48" W, at a distance of 67.12 feet;

5) **THENCE**, departing said calculated centerline of CR304E, **N 43°05'48" E**, for a distance of **67.12** feet to the **POINT OF BEGINNING**, containing 0.2424 acres (10,557 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 direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 2 MAR 2022

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

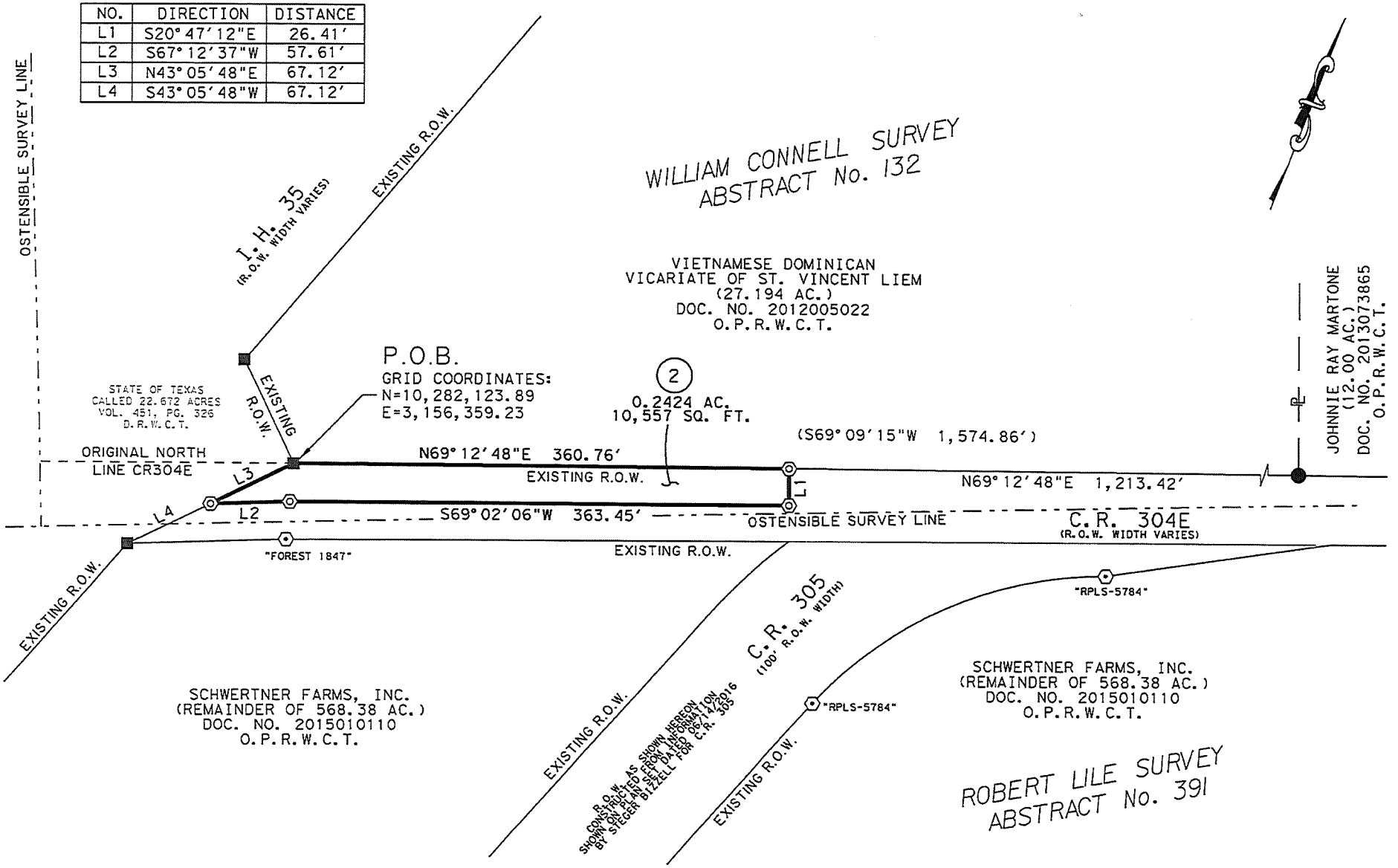
STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

S:\Williamson County\CR 304E-REVERSION TRACT\PARCELS\VIETNAMESE CHURCH.docx

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	S20°47'12"E	26.41'
L2	S67°12'37"W	57.61'
L3	N43°05'48"E	67.12'
L4	S43°05'48"W	67.12'



INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

C.R. 304E

SCALE	PROJECT	COUNTY
1" = 100'	CR 304E ABANDONMENT	WILLIAMSON

PARCEL 2
0.2424 ACRES
10,557 Sq. Ft.

S:\Williamson County\CR 304E-REVERSION TRACT\PARCELS\VIETNAMESE-CHURCH.dgn

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	IRON ROD FOUND W/PLASTIC CAP
◎	IRON ROD W/PLASTIC CAP STAMPED "INLAND 4933" SET
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
—/\—	LINE BREAK
⌇	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUEMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 2 MAR 2022

M. STEPHEN TRUESDALE DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

C.R. 304E

SCALE	PROJECT	COUNTY
1" = 100'	CR 304E ABANDONMENT	WILLIAMSON

PARCEL 2
0.2424 ACRES
10,557 Sq. Ft.

S:\Williamson County\CR 304E-REVERSION TRACT\PARCELS\VIETNAMESE-CHURCH.dgn

Deed Report Tue Mar 01 20:13:13 2022
Deed Name: VIETNAMESE-CHURCH REV2-NOTES
Starting Coordinates: Northing 10281782.5016, Easting 3160275.0554

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
N 69°12'48" E	360.7600	LINE					
S 20°47'12" E	26.4100	LINE					
S 69°02'06" W	363.4500	LINE					
S 67°12'37" W	57.6100	LINE					
N 43°05'48" E	67.1200	LINE					

Ending Coordinates: Northing 10281782.4949, Easting 3160275.0622

Area: 10557.04 S.F., 0.2424 Acres
Total Perimeter Distance> 875.3500
Closure Error Distance> 0.009494 Error Bearing> N 45°34'44" W
Closure Precision> 1 in 92201.9

Deed Report Tue Mar 01 20:13:21 2022
Deed Name: VIETNAMESE-CHURCH REV2-SKETCH
Starting Coordinates: Northing 10281534.2284, Easting 3160290.0930

Bearing	Distance	Type	Radius	Arc Len	Delta	Tangent	Description
N 69°12'48" E	360.7600	LINE					
S 20°47'12" E	26.4100	LINE					
S 69°02'06" W	363.4500	LINE					
S 67°12'37" W	57.6100	LINE					
N 43°05'48" E	67.1200	LINE					

Ending Coordinates: Northing 10281534.2218, Easting 3160290.0998

Area: 10557.04 S.F., 0.2424 Acres
Total Perimeter Distance> 875.3500
Closure Error Distance> 0.009494 Error Bearing> N 45°34'44" W
Closure Precision> 1 in 92202.0

Commissioners Court - Regular Session **74.**

Meeting Date: 03/22/2022

CR 305 Real Estate 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 Steve D. Brown for right of way needed on the CR 305/CR 307 project. (Parcel 5). Funding Source: Road & Bridge P581.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Brown Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/17/2022 10:32 AM
Form Started By: Charlie Crossfield		Started On: 03/16/2022 12:48 PM
Final Approval Date: 03/17/2022		

REAL ESTATE CONTRACT

County Road 305/307 Right of Way—Parcel 5

THIS REAL ESTATE CONTRACT ("Contract") is made by **STEVE D. BROWN** (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 of land described as follows:

> Being a 0.898 acre parcel of land out of the Elisha Davis Survey, Abstract No. 172, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 5**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of EIGHTY-SIX THOUSAND and 00/100 Dollars ($86,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

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 April 15, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged 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 monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(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 remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from 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 party incurring same 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.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after June 1, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed County Road 305/307 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature on following pages]

SELLER:

Steve D. Brown

Address: P.O. Box 292
SALADO, TX
76571

Date: 3-9-22

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT "A"

County: Williamson
Parcel No.: 5-ROW
Tax ID: R_____
Highway: County Road 307 at County Road 305

METES AND BOUNDS DESCRIPTION FOR PARCEL 5-ROW

FOR A 0.898 ACRE (39,114 SQ. FT.) TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.253 ACRE TRACT OF LAND CONVEYED TO STEVE D. BROWN, RECORDED IN DOCUMENT NO. 2021119336 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.898 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF NOVEMBER 2021, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found (Surface Coordinates: N=10280574.56, E=3149124.85) monumenting the southeast corner of a remnant portion of the called 446.1 acre tract of land (Fourth Tract) conveyed to Solana Ranch Company, recorded in Volume 365, Page 115 of the Deed Records of Williamson County, Texas and an interior ell corner of the called 0.92 acre tract of land conveyed to County Judge John Doerfler, recorded in Document No. 9749963 of the Official Records of Williamson County, Texas, same being on the intersection of the north right-of-way line of County Road 305 and the west right-of-way line of County Road 307, from which a 1/2" iron rod found (bent) monumenting the southwest corner of the remnant portion of the called 15.428 acre tract of land conveyed to Alicia Martinez, recorded in Document No. 2016103459 of the Official Public Records of Williamson County, Texas, and an interior ell corner of the called 0.62 acre tract of land conveyed to County Judge John Doerfler, recorded in Document No. 9749962 of the Official Records of Williamson County, Texas, same being on the intersection of said north right-of-way line of County Road 305 and the east right-of-way line of said County Road 307, bears N 70°04'08" E for a distance of 61.37 feet;

THENCE, N 21°05'39" W with the east boundary line of said remnant portion of the 446.1 acre Solana Ranch Company tract and said west right-of-way line of County Road 307 common with said 0.92 acre County Judge John Doerfler tract for a distance of 300.07 feet to a calculated point (Surface Coordinates: N=10280854.52, E=3149016.86) on the northeast corner of said remnant portion of the 446.1 acre Solana Ranch Company tract and the southeast corner of said 5.523 acre Brown tract, for the southeast corner and **POINT OF BEGINNING** hereof;

County: Williamson
Parcel No.: 5-ROW
Tax ID: R_____
Highway: County Road 307 at County Road 305

THENCE, **S 68°40'44" W** with the north boundary line of said remnant portion of the 446.1 acre Solana Ranch Company tract and the south boundary line of said 5.253 acre Brown tract passing at a distance of 0.29 feet an iron rod found with cap marked "Quick Inc RPLS 6447", in all a total distance of **51.51 feet** to a 5/8" iron rod set with cap marked "Williamson County, for the southwest corner hereof, from which an iron rod found with cap marked "Quick Inc RPLS 6447" on the northwest corner of said remnant portion of the 446.1 acre Solana Ranch Company tract and the southwest corner of said 5.253 acre Brown tract, same being on a point in the east boundary line of the called 20.000 acre tract of land conveyed to Williamson County Sheriff's Posse Inc., recorded in Document No. 2019034748 bears S 68°40'44" W for a distance of 248.69 feet;

THENCE, **N 21°03'52" W** through the interior of said 5.253 acre Brown tract for a distance of **762.35 feet** to a 5/8" iron rod set with cap marked "Williamson County" on the north boundary line of said 5.253 acre Brown tract, same being on the south boundary line of the called 20.00 acre tract of land conveyed to Jarrell Independent School District, recorded in Document No. 2021107151 of the Official Public Records of Williamson County, Texas, for the northwest corner hereof, from which an iron rod found with cap marked "Quick Inc RPLS 6447" monumenting the northwest corner of said 5.253 acre Brown tract and the northeast corner of said 20.000 acre Williamson County Sheriff's Posse Inc., tract, same being on said south boundary line of the 20.00 acre Jarrell Independent School District tract, bears S 68°56'00" W for a distance of 248.96 feet;

THENCE, **N 68°56'00" E** with said north boundary line of the 5.253 acre Brown tract and said south boundary line of the 20.00 acre Jarrell Independent School District tract for a distance of **51.12 feet** to an iron rod found with cap marked "Quick Inc RPLS 6447" monumenting the northeast corner of said 5.253 acre Brown tract and the southeast corner of said 20.00 acre Jarrell Independent School District tract, same being on said west right-of-way line of County Road 307 common with said 0.92 acre County Judge John Doerfler tract, for the northeast corner hereof, from which an iron rod found with cap marked "Quick Inc RPLS 6447" monumenting the northeast corner of said 20.00 acre Jarrell Independent School District tract and the most easterly southeast corner of a remnant portion of said called 446.1 acre Solana Ranch Company tract, bears N 21°05'39" W for a distance of 658.97 feet;

County: Williamson
Parcel No.: 5-ROW
Tax ID: R_____
Highway: County Road 307 at County Road 305

THENCE, **S 21°05'39" E** with the east boundary line of said 5.253 acre Brown tract and said west right-of-way line of County Road 307 common with said 0.92 acre County Judge John Doerfler tract for a distance of **762.12 feet** to the **POINT OF BEGINNING** hereof and containing 0.898 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

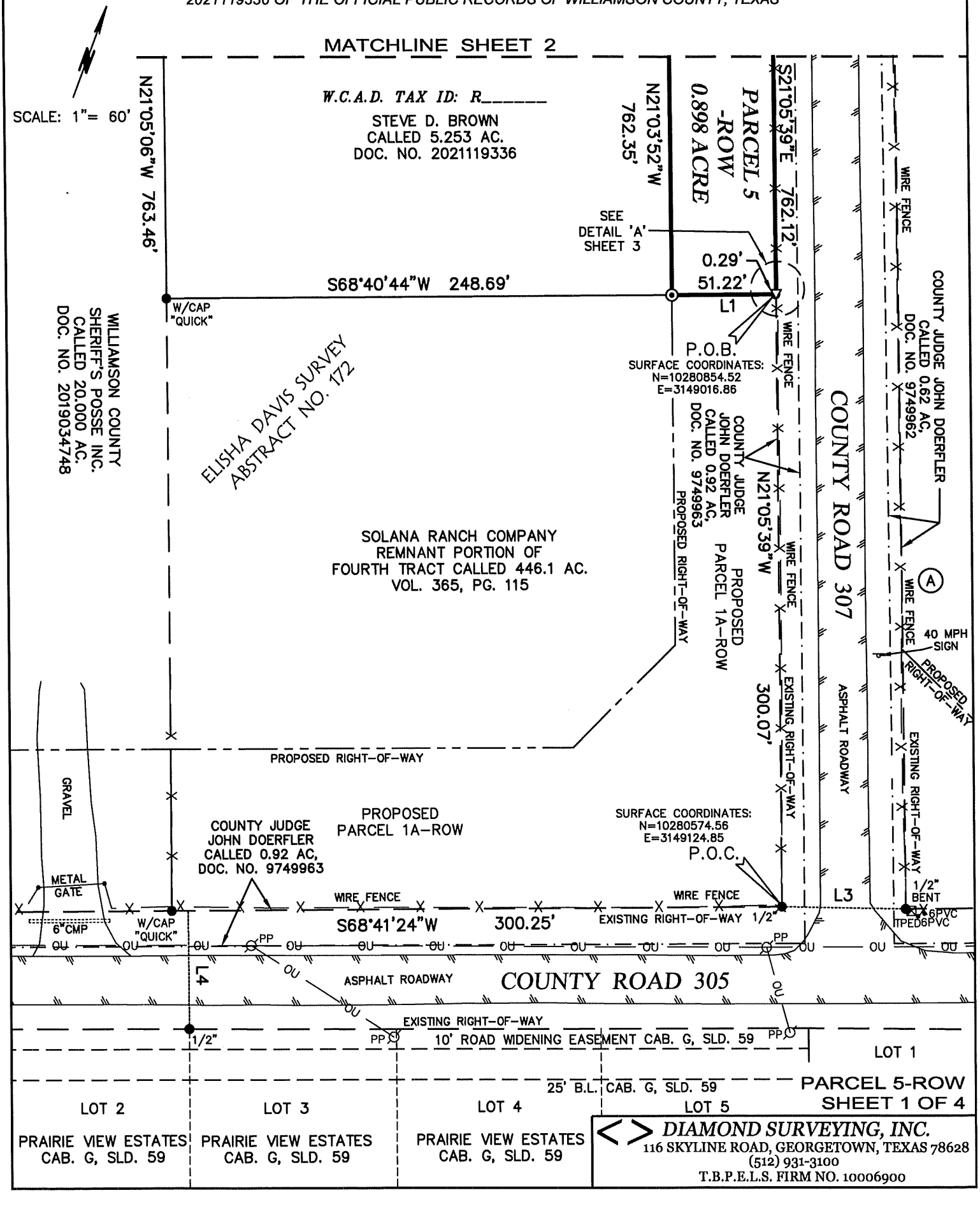
November 16, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

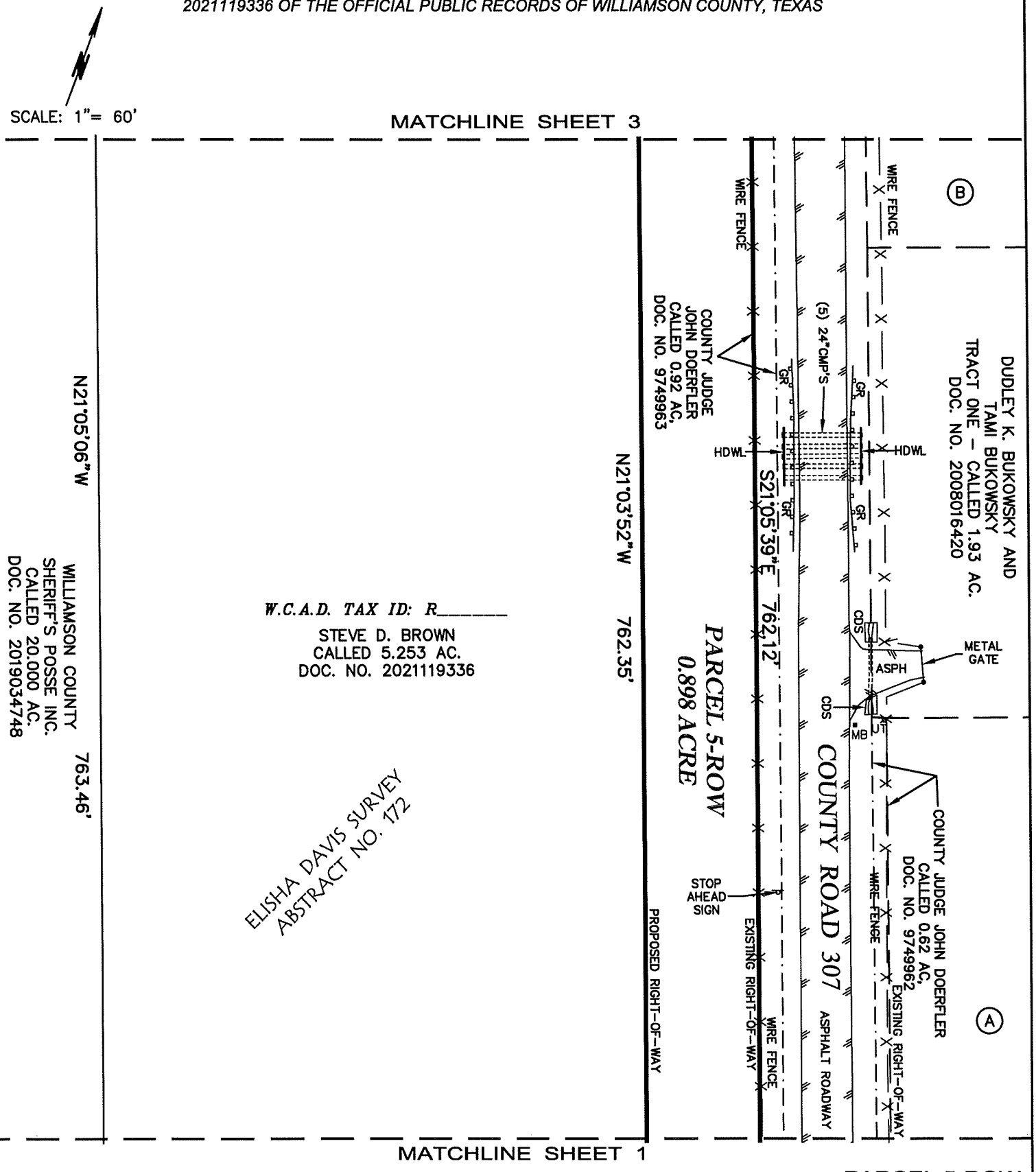
Z:\WCRB__2020 WA-5 CR 307 TOPO ROW 2021-63_STANDARD LAND SURVEYS ROW PARCELS\PARCEL 5 ROW BROWN\CR 307 PARCEL 5-ROW STANDARD LAND SURVEY M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.898 ACRE (39,114 SQ. FT.) TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.253 ACRE TRACT OF LAND CONVEYED TO STEVE D. BROWN, RECORDED IN DOCUMENT NO. 2021119336 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS



DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

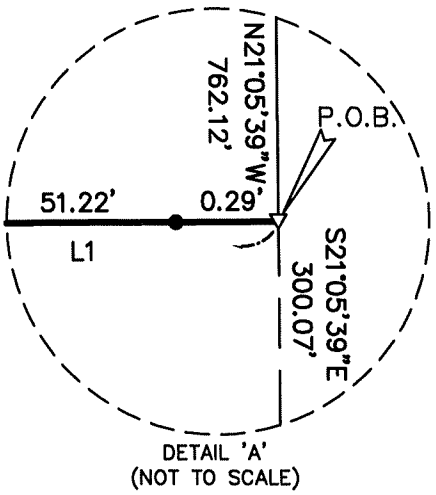
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.898 ACRE (39,114 SQ. FT.) TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.253 ACRE TRACT OF LAND CONVEYED TO STEVE D. BROWN, RECORDED IN DOCUMENT NO. 2021119336 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS



PARCEL 5-ROW
SHEET 2 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.898 ACRE (39,114 SQ. FT.) TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.253 ACRE TRACT OF LAND CONVEYED TO STEVE D. BROWN, RECORDED IN DOCUMENT NO. 2021119336 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS



DETAIL 'A'
(NOT TO SCALE)

SCALE: 1"= 60'

W/CAP "QUICK"

NORTHEAST CORNER 20.00 AC. DOC. NO. 2021107151 – MOST EASTERLY SOUTHEAST CORNER OF A REMNANT PORTION OF THE 446.1 AC. VOL. 365, PG. 115

BUKOWSKY SUBDIVISION
DOC. NO. 2019064044

25' B.L. DOC. NO. 2019064044

LOT 2

LOT 3

LOT 4

LOT 5

MB GRAVEL

METAL GATE

18"CMP

ASPHALT ROADWAY

10' RIGHT-OF-WAY DEDICATION DOC. NO. 2019064044

COUNTY ROAD 307

WIRE FENCE

EXISTING RIGHT-OF-WAY

DUDLEY K. BUKOWSKY AND TAMI BUKOWSKY
TRACT TWO – CALLED 10.00 AC.
DOC. NO. 2008016420

JARRELL INDEPENDENT SCHOOL DISTRICT
CALLED 20.00 AC.
DOC. NO. 2021107151

N21°05'39"W 658.97'

PROPOSED PARCEL 6-ROW

COUNTY JUDGE JOHN DOERFLER
CALLED 0.92 AC.
DOC. NO. 9749963

PROPOSED RIGHT-OF-WAY

L2

W/CAP "QUICK"

S68°56'00"W 248.96'

W/CAP "QUICK"

WIRE FENCE

S21°05'39"E 762.12'

EXISTING RIGHT-OF-WAY

PARCEL 5-ROW
0.898 ACRE

N21°03'52"W 762.35'

PROPOSED RIGHT-OF-WAY

N21°05'06"W

763.46'

WILLIAMSON COUNTY SHERIFF'S POSSE INC.
CALLED 20.000 AC.
DOC. NO. 2019034748

ELISHA DAVIS SURVEY
ABSTRACT NO. 172

W.C.A.D. TAX ID: R_____

STEVE D. BROWN
CALLED 5.253 AC.
DOC. NO. 2021119336

MATCHLINE SHEET 2

PARCEL 5-ROW
SHEET 3 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.898 ACRE (39,114 SQ. FT.) TRACT OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 5.253 ACRE TRACT OF LAND CONVEYED TO STEVE D. BROWN, RECORDED IN DOCUMENT NO. 2021119336 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S68°40'44"W	51.51'
L2	N68°56'00"E	51.12'
L3	N70°04'08"E	61.37'
L4	S21°18'36"E	57.96'

RECORD DEED INFORMATION

(A) ALICIA MARTINEZ
REMNANT PORTION OF
CALLED 15.428 AC.
DOC. NO. 2016103459
SEE SHEETS 1 AND 2

(B) DUDLEY K. BUKOWSKY AND
TAMI BUKOWSKY
TRACT TWO – CALLED 10.00 AC.
DOC. NO. 2008016420
SEE SHEET 2

LEGEND

●	IRON ROD FOUND
⊙	5/8" IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
▽	CALCULATED POINT
PP	POWER POLE
TPED	TELEPHONE PEDESTAL
UT	UNDERGROUND TELEPHONE MARKER
	SIGN
6PVC	6" PVC RISER
MB	MAIL BOX
OU OU	OVERHEAD UTILITY LINE
X X	WIRE FENCE
	EDGE OF PAVEMENT
	GUARD RAIL
HDWL	HEADWALL
GR	GUARD RAIL
ASPH	ASPHALT
CDS	CONCRETE DRAINAGE STRUCTURE
CMP	CORRUGATED METAL PIPE
B.L.	BUILDING SETBACK LINE
"QUICK"	QUICK INC RPLS 6447
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
W.C.A.D.	WILLIAMSON CENTRAL APPRAISAL DISTRICT

NOTES:

1) BEARING BASIS: NAD-83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

2) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

3) PARCEL 5-ROW SHOWN HEREON LIE'S WITHIN ZONE "X" (NO SCREEN), AREAS OF MINIMAL FLOOD HAZARD ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0150F, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019.

5) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.

To: Williamson County, Texas, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on November 12, 2021. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a CATEGORY 1B, CONDITION III STANDARD LAND SURVEY per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SHANE SHAFER, R.P.L.S. NO. 5281 — *NOVEMBER 16, 2021* DATE

PARCEL 5-ROW
SHEET 4 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

EXHIBIT "B"

Parcel 5

DEED
County Road 305/307 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **STEVE D. BROWN,** 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"):

> Being a 0.898 acre (39,114 SF) parcel of land out of the Elisha Davis Survey, Abstract No. 172, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 5**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or 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 CR 305/307.

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 on following page]

GRANTOR:

_____
Steve D. Brown

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Steve D. Brown 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 **75.**

Meeting Date: 03/22/2022

CR 111 Jonah Easement Letter Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a letter agreement with Aureliano Zapatero for a Jonah waterline easement needed on the CR 111 project (parcel 18E). Funding: Road Bonds P292.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/17/2022 10:33 AM
Form Started By: Charlie Crossfield		Started On: 03/16/2022 12:55 PM
Final Approval Date: 03/17/2022		

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

February 16, 2022

Aureliano Zapatero
3651 CR 110
Georgetown, Texas 78626

Re: Williamson County—Westinghouse Road/CR111
Jonah SUD waterline easement
Parcel No.: 18E

Dear Mr. Zapatero:

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 607 SF, and in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **$1,500.00** in good funds.

2. If requested by County, the Closing and completion of this transaction shall take place at Longhorn 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:

a zaparero
a zaparero (Mar 3, 2022 14:31 CST)

Aureliano Zapatero

Date: Mar 3, 2022

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

AURELIANO ZAPATERO ("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 3651 CR 110, Georgetown, Texas 78626, ("Grantee"), an easement and right-of-way ("Easement") upon and across that certain 607 square foot tract of land, being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following:

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this ____ day of _____, 2022.

[signature page follows]

GRANTORS:

By: _____
AURELIANO ZAPATERO

Acknowledgment

STATE OF TEXAS

COUNTY OF _____

This instrument is acknowledged before me on the _____ day of _____, 2022, by Aureliano Zapatero, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

Exhibit "A"

Parcel 18-WE
607 Sq Ft Easement
William Addison Survey
Abstract No. 21
Williamson County, Texas

DESCRIPTION OF EASEMENT

DESCRIPTION OF A 607 SQ FT TRACT OF LAND LOCATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT 21, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN CALLED 7.00 ACRE TRACT OF LAND CONVEYED TO SAMUEL GLENN PATTERSON BY WARRANTY DEED OF GIFT OF RECORD IN VOL. 1902, PG 459, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 607 SQ FT TRACT OF LAND BEING SURVEYED ON THE GROUND IN OCTOBER, 2016 TO OCTOBER, 2020 UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found in the existing north right-of-way of County Road 111, a variable width roadway, no dedication found to date, for the southwest corner of that certain called 1.378 acre tract conveyed to Williamson County be Deed of records in Document No. 20200003851, said Official Public Records;

THENCE, North 73°13'35" East, with the existing north line of said County Road 111, same being the south line of said 1.378 acre tract, a distance of 610.64 feet, to a calculated point in the for the southeast corner of said 1.378 acre tract, same point being the southwest corner of that certain called 20.126 acre tract conveyed to Myra Valenta by Final Decree of Divorce of record in Document No. 2007054660, said Official Public Records, said 20.126 acres of land being the sum of that certain 15.126 acres and that certain 5.00 acre tract of land described in Vol 2225, Page 432, Deed Records of Williamson County, Texas;

THENCE, North 16°50'35" West, with the common line of said 1.378 acre tract and said 15.126 acre tract, a distance of 118.12 feet, to a 1/2 inch iron rod with cap stamped "RPLS 5784" previously set for the northeast corner of said 1.378 acre tract, for **POINT OF BEGINNING**, for the southeast corner of the herein described tract;

THENCE, over and across said 7.00 acre tract, the following three (3) courses and distances:

1. South 69°30'55" West, with the north line of said 1.378 acre tract, a distance of 40.00 feet, to a calculated point for the southwest corner of the herein described tract;
2. North 20°29'05" West, a distance of 15.00 feet, to a calculated point for the northwest corner of the herein described tract;

04/02/2021 STEGER BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

Parcel 18-WE
607 Sq Ft Easement
William Addison Survey
Abstract No. 21
Williamson County, Texas

3. North 69°30'55" East, a distance of 40.95 feet, to a calculated point in the common line of said 7.00 acre tract and said 20.126 acre tract;

THENCE, South 16°50'35" East, with the common line of said 7.00 acre tract and said 15.126 acre tract, a distance of 15.03 feet, to a the **POINT OF BEGINNING**, and containing 607 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.

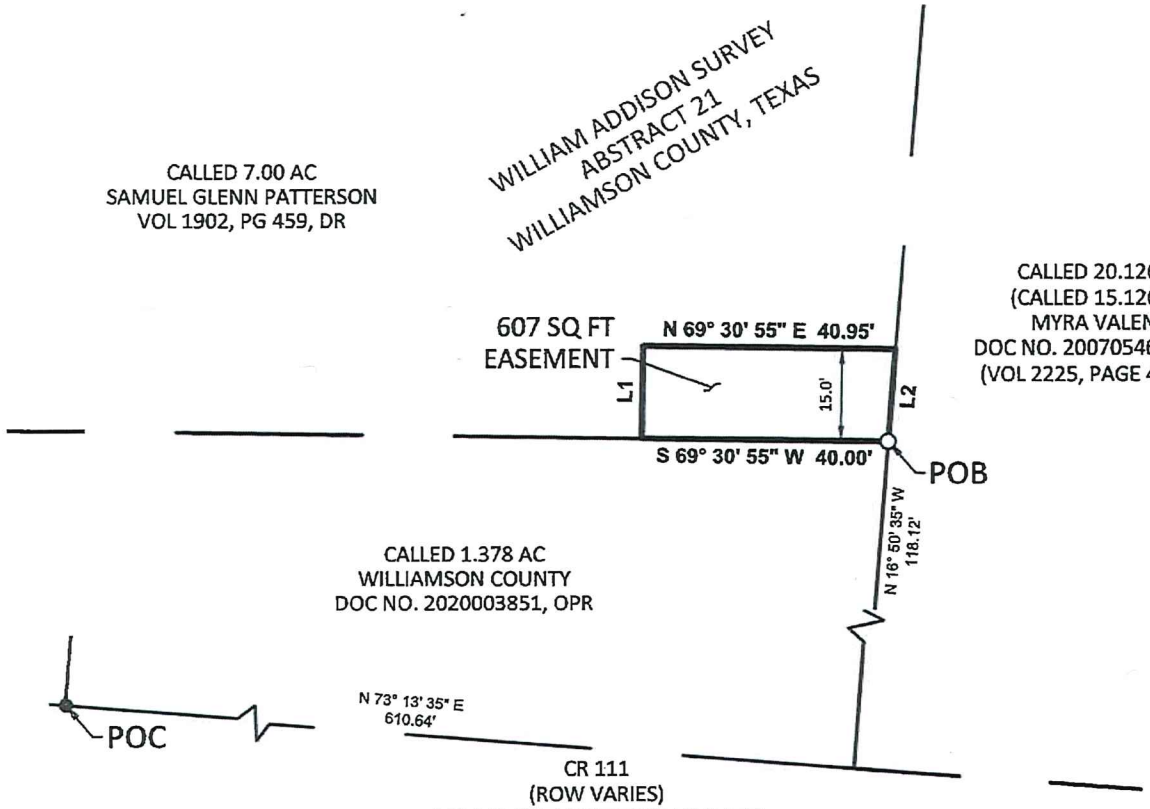
Steger & Bizzell Engineering Inc.

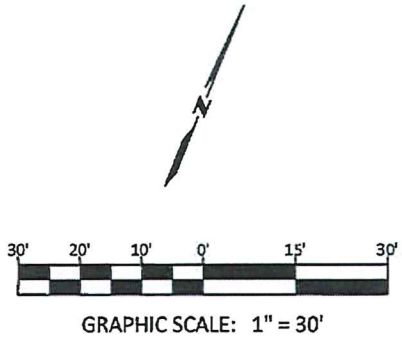
04/02/2021

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 18.docx





GRAPHIC SCALE: 1" = 30'

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.

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

Line Table		
Line #	Direction	Length
L1	N 20°29'05" W	15.00'
L2	S 16°50'35" E	15.03'

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

04/02/2021

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

PARCEL 18 WE

SKETCH TO ACCOMPANY DESCRIPTION OF A 607 SQ FT EASEMENT OUT OF CALLED 7.00 AC TRACT CONVEYED TO SAMUEL GLENN PATTERSON VOL. 1902, PG 459, DR 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 4-2-2021 JOB NO. 22009

J:\22000-22999\22009 Wilco CR111 Route Study\Survey Data\CAD\JWSUD EASEMENTS\22009-ESMT-JWSUD-PARCEL 18.dwg

Meeting Date: 03/22/2022

Sam Bass Rd. Storage Relocation Claims

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on 16 claims for moving expenses related to the right of way acquisition on Sam Bass Road--Parcel 13. Funding Source: Road Bonds P462

Unit O80- McCully
Unit 124- Moore
Unit B12- Holmes
Unit E15- Cole
Unit E05- Jacobs
Unit A07- Parker
Unit B10- McKenzie
Unit 107- Moore
Unit O87- Hollingshead
Unit O85- Portell
Unit 106- Slone
Unit C04- Cummings
Unit O34- Buckingham
Units O49, P60 and 102- Zuckerman

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

O34
C04
106
O85
O87
107
B10
A07
E05
E15
B12
124
O80
O60
102
O49

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/17/2022 11:24 AM
Form Started By: Charlie Crossfield		Started On: 03/16/2022 01:22 PM
Final Approval Date: 03/17/2022		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Stephen Buckingham	Parcel No: 13	County: Williamson
		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #034**

2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted] [redacted]	3. Address Moved To: 172 Cedar Shadeln Bastrop Tx 78602
4. Occupancy of Property Acquired by Williamson County: From (Date): Aug-2018 To (Date of Move): Jan 1-2022 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 55 Miles 7. Mover's Name and Address: **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.

3-10-22 Mary J. Buckingham Stephen Buckingham
Signature Claimant

Date of Claim:
3-10-22 Mary J. Buckingham Stephen Buckingham
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

3-11-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Mary Jayne Buckingham
Tenant Personal Property Relocation Estimate			Unit Number 034
			Comments:
Type of Property		Buehler	[redacted]9
		cost per each	
			[redacted]m
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 & Mary Buckingham

Unit/Space #: 34

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.

Mary J. Buckingham
Signature

Date: 3/10/22

Stephen Buckingham
Signature

Date: 3/10/22

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 # 034

Name Mary Jayne Buckingham

Phone [redacted]2

Email n[redacted]m

Date	Comments
07-23-2021	Letter notifying of project and move date and relocation eligibility.
10-22-2021 01-07-2022	Sent Mr. Buckingham email asking for response to July letter. No response. Called there is no voice mail set up could not leave message
01-11-2022	I verified that the trailer has been moved.
03-02-2022 03-02-2022	Email stating, they have 18 months to file a claim Received email and call from Mary Buckingham asking about move benefits, I explained the project and relocation benefits for moving her enclosed trailer. I told her I would prepare claim forms and send to her.
03-04-2022 03-10-2022 03-11-2022	Prepared claim documents and sent to Ms. Lacourse for signature. Received back the signed claim documents. Forwarded Claim 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
Noble Cummings		Project: Corridor H/Sam Bass Rd

☒ Individual Storage Unit #C04

2. Address of Property Acquired by Williamson County:	3. Address Moved To:
4700 Sam Bass Road Round Rock, Texas 78681 [redacted]	5 star Boat + RV [redacted] 2243 [redacted] Georgetown Tx 78628

4. Occupancy of Property Acquired by Williamson County:		5. Distance Moved: Miles 5.3
From (Date): 2018	To (Date of Move): 12-30-2021	7. Mover's Name and Address:
☐ Owner/Occupant	☒ Tenant	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: 3-7-2022

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 $ 300.00

3-11-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Noble Cummings
Tenant Personal Property Relocation Estimate			Unit Number C04
			Comments:
Type of Property		Buehler	
		cost per each	
			[redacted]0
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: Noble Cummings

Unit/Space #: C4

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.

Noble Cummings
Signature

Date: 7-28-21

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 # C04

Name Noble Cummings

Phone [redacted]0

Email n[redacted]m

Date	Comments
07-23-2021 01-05-2022	Letter notifying of project and move date and relocation eligibility. Move Verified
03-02-2022 03-04-2022	Email stating, they have 18 months to file a claim Received call from Noble Cummings asking about move benefits, I explained the project and relocation benefits for moving his boat. I told him I would prepare claim forms and send to him.
03-07-2022 03-08-2022 03-11-2022	Prepared and sent claim forms to Mr. Cummings for signature. Signed claim documents returned 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)
Brian Slone

Parcel No: 13

County: Williamson

Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #106**

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:
3901 Cole Valley Ln
Round Rock, TX 78681

4. Occupancy of Property Acquired by Williamson County:
From (Date): 12/10/2019 To (Date of Move): 11/23/2021

☐ Owner/Occupant ☒ Tenant

5. Distance Moved: 3 Miles

7. Mover's Name and Address:
Self-Move based off approved fee schedule
Simi Truck

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	$450.00
Total Amount	**$450.00**

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.

Brian Slone

Signature Claimant

Date of Claim: 3/10/2022

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 $ 450.00

3-11-2022

Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Brian Slone
Tenant Personal Property Relocation Estimate			Unit Number 106
			Comments:
Type of Property		Buehler	
		cost per each	[redacted]8
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: Brian Slone

Unit/Space #: 106

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.

Brian Slone

Signature

Date: 9/30/21

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 # 106

Name Brian Slone

Phone [redacted]8

[redacted]il [redacted]m

Date	Comments
12-01-2021	Brian Slone called asking about the project and relocation benefits for moving his personal property tractor trailer from Sam Bass Storage. I explained the project and his relocation eligibility. He said that he has moved from Sam Bass Storage.
11-23-2021 12-07-2021	Verified move I told him that I would prepare and sent him the required forms for his signature. I prepared the required claim forms and email to Brian for his signature.
03-09-2022 03-10-2022 03-11-2022	Email to Brian Slone reminding him to submit claim documents. Received signed claim document back. 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) Charles R. Portell	Parcel No: 13	County: Williamson
		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #085**

2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: Email	3. Address Moved To: Pleasant Hill Storage 10987 E. Crystal Falls Leander TX 78641
4. Occupancy of Property Acquired by Williamson County: From (Date): Jan 2019 To (Date of Move): Sept 13, 2021 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: Miles 4 7. Mover's Name and Address: **Self-Move based off approved fee schedule** Self **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.

Charles R. Portell
Signature Claimant

Date of Claim: 3-8-22

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

3-11-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Randy Portell
Tenant Personal Property Relocation Estimate			085 Unit Number
			Comments:
Type of Property		Buehler	
		cost per each	
			[redacted]8
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 RANDY

Tenant Name: Charles R. Sartell

Unit/Space #: 85

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.

Charles R. Sartell
Signature

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 # 085

Name Randy Portell

Phone [redacted]8

[redacted]il [redacted]m

[redacted]e	Comments
07-23-2021 11-04-2021 03-02-2022	Letter notifying of project and move date and relocation eligibility. Move Verified Email stating, they have 18 months to file a claim.
03-03-2022 03-04-2022	Received call from Randy Portell asking about move benefits, I explained the project and relocation benefits for moving his boat. I told him I would prepare claim forms and send to him. Prepared claim documents and sent to Mr. Portell for signature.
03-10-2022 30-11-2022	Signed documents returned by Mr. Portell. 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) Kevin P. Hollingshead	Parcel No: 13	County: Williamson Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #087**

2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]4	3. Address Moved To: 1108 Azul Lagoon Dr. Leander, Tx 78641
4. Occupancy of Property Acquired by Williamson County: From (Date): 7-2018 To (Date of Move): 11-30-21 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: Miles Approx 10 miles 7. Mover's Name and Address: **Self-Move based off approved fee schedule** **Flatbed 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.

Signature Claimant

Date of Claim: 12-7-21

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 $ 250.00 3-11-2022

Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Kevin Hollingshead
Tenant Personal Property Relocation Estimate			Unit Number 086
			Comments:
Type of Property		Buehler	
		cost per each	[redacted]5
			[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: Kevin P Hollingshead

Unit/Space #: Uncovered Trailer Space

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:
Signature

_____ Date: 3-9-22
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 # 087

Name Kevin Hollingshead

Phone [redacted]4

Email [redacted]n

Date	Comments
10-29-2021	Sent 2nd relocation notice asking for response to our July letter Kevin Hollingshead called asking about the project and eligible relocation benefits. I explained the project and what his relocation benefits were for moving his personal property trailer.
12-07-2021	He let me know that he has moved. I told him that I would prepare the claim documents for his signature and send to him. Prepared claim documents and sent to displacee for signature.
12-27-2021 03-09-2022 03-09-2022	Verified Move Sent email asking for status of signed claim documents. Mr. Hollingshead returned signed claim documents
03-11-2022	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)
Stephany Moore
ARBEN BRODY COLLAB, LLC
☒ Individual Storage **Unit #107**

Parcel No: 13
County: Williamson
Project: Corridor H/Sam Bass Rd

2. Address of Property Acquired by Williamson County:
4700 Sam Bass Road
Round Rock, Texas 78681

Claimant's Telephone [redacted]
[redacted]

3. Address Moved To:
4300 E Whitestone Blvd
Cedar Park TX 78613

4. Occupancy of Property Acquired by Williamson County:
From (Date): 8/6/2020 To (Date of Move): 9/30/2021
☐ Owner/Occupant ☒ Tenant

5. Distance Moved: Miles 1

7. Mover's Name and Address:
Self-Move based off approved fee schedule
VEHICLE/AUTO

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.

Stephany Moore
Signature Claimant

Date of Claim: March 8 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 $ 250.00

3-11-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Stephany Moore
Tenant Personal Property Relocation Estimate			Unit Number 107
			Comments:
Type of Property		Buehler	
		cost per each	[redacted]5
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

Tenant Name: Stephany Moore

Unit/Space #: 107

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.

Stephany Moore
Signature

Date: 09/30/2021

_____
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 # 107

Name Stephany Moore

Phone [redacted]5

[redacted]il [redacted]m

Date	Comments
07-23-2021 11-04-2022	Letter notifying of project and move date and relocation eligibility. Move Verified
03-02-2022 03-02-2022	Email stating, they have 18 months to file a claim Received email from Stephany Moore asking about move benefits, I explained the project and relocation benefits for moving her vehicle. I told her I would prepare claim forms and send to her.
03-07-2022 03-08-2022 03-11-2022	Prepared claim documents and sent to Ms. Moore for signature. Tenant 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
Norris McKenzie		Project: Corridor H/Sam Bass Rd
☒ Individual Storage **Unit #B10**		

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] Email [redacted]	5201 RM 2243 Georgetown, TX 78628

4. Occupancy of Property Acquired by Williamson County:	5. Distance Moved: Miles 8.1 Miles
From (Date): 5-1-2018 To (Date of Move): 11-7-2021	7. Mover's Name and Address:
☐ Owner/Occupant ☒ Tenant	**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

9. Amount of Claim:	
Moving Expenses	$300.00
Total Amount	**$300.00**

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

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.

3-11-22 Norris McKenzie
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 3-14-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Norris McKenzie
Tenant Personal Property Relocation Estimate			Unit Number B10
			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: Norris McKenzie

Unit/Space #: B10

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.

Norris McKenzie
Signature

Date: 11/1/21

Norris McKenzie
Signature

Date: 11/1/21

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 # B10

Name Norris McKenzie

Phone [redacted]

Email [redacted]

Date	Comments
07-23-2021 10-30-2021 11-23-2021	Letter notifying of project and move date and relocation eligibility. Email asking for response to July letter. Move Verified
03-02-2022 03-03-2022	Sent Mr. McKenzie email stating, they have 18 months to file a claim Received call from Norris McKenzie asking about move benefits, I explained the project and relocation benefits for moving his boat. I told him I would prepare claim forms and send to him.
03-07-2022 03-11-2022 03-14-2022	Prepared and sent claim forms to Mr. McKenzie for signature. Received signed claim document back from Norris McKenzie. 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) BRANT FLEMING PARKER	Parcel No: 13	County: Williamson
		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #A07**

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: 5 Star Boat and RV Storage 5201 Ranch to Market Rd 2243 Georgetown, TX 78628
4. Occupancy of Property Acquired by Williamson County: From (Date): 3/3/2020 To (Date of Move): 10/31/2021 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 6 Miles 7. Mover's Name and Address: **Self-Move based off approved fee schedule**

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
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.

3/3/2022 _____
Signature Claimant
Date of Claim:

_____
Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 400.00

3-11-2022
Date

_____
Relocation Agent

_____
Date

_____
Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Brant Parker
Tenant Personal Property Relocation Estimate			Unit Number A07
			Comments:
Type of Property		Buehler	
		cost per each	
			[redacted]2
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: Brant Parker

Unit/Space #: A7 - Sam Bass Storage, Round Rock, TX

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: 11-10-2021

Signature Date: 11-10-2021

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 # A07

Name Brant Parker

Phone [redacted]2

[redacted]il [redacted]n

Date	Comments
11-10-2021	Received a response from Brant Parker in response to our email of 10-29-21. H returned the signed tenant acknowledgment and certification of eligibility. I replied to Mr. Parker to let me know when he moved.
11-10-2021 11-14-2021	Received reply for Mr. Parker that he had moved the Motor Home. Prepared required claim forms and sent to Mr. Parker for signature. Move Verified
03-02-2022 03-09-2022 03-11-2022	Sent email asking for status of signed claim documents. Received signed claim documents from Mr. Parker Prepared move claim package and sent to S & C for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Timothy Jacobs	Parcel No: 13	County: Williamson
		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #E05**

2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted] Email [redacted]	3. Address Moved To: 5 Star RV Storage 5201 RM 2243 Georgetown, TX 78628
4. Occupancy of Property Acquired by Williamson County: From (Date): 2/1/2016 To (Date of Move): 12/31/2021 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 5.1 Miles 7. Mover's Name and Address: **Self-Move based off approved fee schedule** **MOTORHOME (BUS)**

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.

Tim Jacobs *Timothy Jacobs*
Signature Claimant

Date of Claim: 3/14/2022
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 $ 500.00 3-14-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Tim Jacobs
Tenant Personal Property Relocation Estimate			Unit Number E05
			Comments:
Type of Property		Buehler	
		cost per each	
			[redacted]5
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: Timothy Jacobs

Unit/Space #: E05

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.

Timothy Jacobs
Signature

Date: 3/14/2022

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 # E05

Name Tim Jacobs

Phone [redacted]5

[redacted]il [redacted]m

Date	Comments
7-23-2021 10-30-2021	Notice letter sent to Tim Jacobs informing him about project and relocation eligibility. 2nd notice sent by email
01-05-2022 03-02-2022	Move verified Final notice sent informing Mr. Jacobs of relocation eligibility for moving his Motor Home (Bus) and stating, they have 18 months to file a claim.
03-07-2022 03-10-2022	Received email from Tim Jacobs asking about move benefits. Prepared claim documents and sent to Mr. Jacobs for signature. Along with an explanation of the project and relocation benefits for moving his vehicle.
03-14-2022 03-14-2022	Tim Jacobs returned signed claim documents. Prepared move 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)** DEVIN COLE	Parcel No: 13	County: Williamson
		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #E15**

2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 **Claimant's Telephone No.:** [redacted]3 [redacted]	3. **Address Moved To:** Parking Pointe [redacted]A [redacted]1 [redacted] Austin, TX 78729
4. Occupancy of Property Acquired by Williamson County: **From (Date):** 12/1/2019 **To (Date of Move):** 10/1/2022 ☐ Owner/Occupant ☒ Tenant	5. **Distance Moved:** 10 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.

Devin Cole
Signature Claimant

Date of Claim: 3/7/2022

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 $ 400.00

3-11-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Devin Cole
Tenant Personal Property Relocation Estimate			Unit Number E15
			Comments:
Type of Property		Buehler	
		cost per each	[redacted]3
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

Tenant Name: DEVIN COLE

Unit/Space #: #E15

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.

Devin Cole
Signature

Date: 9/23/2021

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 # E15

Name Devin Cole

Phone [redacted]3

[redacted]il [redacted]n [redacted]m

Date	Comments
07-23-2021 11-05-2022	Letter notifying of project and move date and relocation eligibility. Move Verified
03-02-2022 03-03-2022	Email stating, they have 18 months to file a claim Received call from Devin Cole asking about move benefits, I explained the project and relocation benefits for moving his travel trailer. I told him I would prepare claim forms and send to him.
03-07-2022 03-07-2022 03-11-2022	Prepared and sent claim forms to Mr. Cole for signature. Signed claim documents returned by Devin Cole. Prepared move 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
CHRISTOPHER HOLMES		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #B12**

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]	1531 Bed Bug Lane Round Rock, TX 78664

4. Occupancy of Property Acquired by Williamson County:	5. Distance Moved: 11 Miles
From (Date): 2018 To (Date of Move): 12/31/21	7. Mover's Name and Address:
☐ Owner/Occupant ☒ Tenant	**Self-Move based off approved fee schedule** **SIMI TRUCK**

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	$450.00
Total Amount	**$450.00**

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.

1/3/2022 _____
Signature Claimant

Date of Claim:
1/3/2022 _____
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 $ 450.00

3-11-2022 _____
Date

_____
Relocation Agent

_____
Date

_____
Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Chris Holmes
Tenant Personal Property Relocation Estimate			Unit Number B12
			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: CHRISTOPHER HOLMES

Unit/Space #: B12

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: 01/3/2022

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 # B12

Name Chris Holmes

Phone [redacted]8

[redacted]il [redacted]m

Date	Comments
12-31-2021	Call from Chris Holmes letting me know that he had moved his simi truck from Sam Bass Storage and was asking about relocation costs. I explained the project and his relocation eligibility for moving his truck. I told him I would prepare the necessary forms and send to him.
	Chris also informed me that he was not a US citizen but was here legally since 1988, I told him I would need copies of his green card to include with the Certification of eligibility form.
01-03-2022 01-05-2022	Prepared and sent Mr. Homes the necessary forms for his signature. Verified move
03-09-2022 03-09-2022 03-11-2022	Sent email asking for status of signed claim forms. Mr. Holmes returned signed claim forms and request citizen 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) Stephany Moore HARDEN BRODY CollAB, LLC ☒ Individual Storage **Unit #124**	Parcel No: 13	County: Williamson Project: Corridor H/Sam Bass Rd
2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted] Email [redacted].com	3. Address Moved To: Spicewood Super Storage 9514 HWY 71 Spicewood TX 78669	
4. Occupancy of Property Acquired by Williamson County: From (Date): 3/12/2021 To (Date of Move): 9/30/2021 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: Miles 50 miles 7. Mover's Name and Address: **Self-Move based off approved fee schedule** **VEHICLE/AUTO**	

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.

Stephany Moore
Signature Claimant

Date of Claim: March 8 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 $ 250.00

3-11-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Stephany Moore
Tenant Personal Property Relocation Estimate			Unit Number 107
			Comments:
Type of Property		Buehler	
		cost per each	[redacted]5
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

Tenant Name: Stephany Moore

Unit/Space #: 124

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.

Stephany Moore
Signature

Date: 09/30/2021

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 # 124

Name Stephany Moore

Phone [redacted]5

[redacted]il [redacted]m

Date	Comments
07-23-2021 11-04-2021	Letter notifying of project and move date and relocation eligibility. Move Verified
03-02-2022 03-02-2022	Email stating, they have 18 months to file a claim Received email from Stephany Moore asking about move benefits, I explained the project and relocation benefits for moving her vehicle. I told her I would prepare claim forms and send to her.
03-07-2022 03-08-2022 03-11-2022	Prepared claim documents and sent to Ms. Moore for signature. Signed claim documents return from Stephany Moore Prepared move 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
Rebecca McCully		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #080**

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]	4300 E. Whitestone Blvd Cedar Park, TX 78613

4. Occupancy of Property Acquired by Williamson County:	5. Distance Moved: 1 Miles
From (Date): 6/7/2021 To (Date of Move): 10/1/2021	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.

Rebecca McCully
Signature Claimant

Date of Claim: 3-1-2022 Rebecca McCully
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 3-14-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Rebecca McCully
Tenant Personal Property Relocation Estimate			Unit Number 080
			Comments:
Type of Property		Buehler	[redacted]3
		cost per each	[redacted]m
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: Rebecca McCully

Unit/Space #: 80

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.

Rebecca McCully
Signature

Date: 10-30-21

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 # 080

Name Rebecca McCully

Phone [redacted]3

[redacted]il [redacted]m

Date	Comments
10-30-2021	Received email from Rebecca McCully in response to our email of 10-30-2021 asking for a response to our letter from July informing about project. She provided signed Tenant Acknowledgement and CE
11-04-2021 11-04-2021	I replied to Rebecca McCully's email asking her to let me know when she has moved and I will send relocation claim forms. Rebecca sent email stating that she had moved her travel trailer.
11-04-2021 11-09-2021	Verified move Sent claim to Rebecca McCully for signature
03-09-2022 03-11-2022 03-14-2022	Sent email to Rebecca McCully asking about status of signed claim documents. Received signed claim documents back from Ms. McCully. Prepared move 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
Emma Zuckerman		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #060**

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] Email [redacted]	2881 AW Grimes Blvd Round Rock, Tx 78664

4. Occupancy of Property Acquired by Williamson County:		5. Distance Moved: 10.4 Miles
From (Date): 7/1/2020	To (Date of Move): 2/1/2021	7. Mover's Name and Address:
☐ Owner/Occupant	☒ Tenant	**Self-Move based off approved fee schedule** **BOX TRUCK**

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	$450.00
Total Amount	**$450.00**

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

Emma Zuckerman
Signature Claimant

Date of Claim 3/10/2022

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 $ 450.00 3-16-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Emma Zuckerman
Tenant Personal Property Relocation Estimate			Unit Number 102
			Comments:
Type of Property		Buehler	
		cost per each	[redacted]0
			[redacted]4
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: Emma Zuckerman

Unit/Space #: 120

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.

Emma Zuckerman
Signature

Date: 7/27/2021

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 # 60

Name Emma Zuckerman

Phone [redacted]0 [redacted]4

Email [redacted]m

Date	Comments
07-23-2021 12-10-2021	Letter notifying of project and move date and relocation eligibility. Move Verified
03-02-2022 03-02-2022	Email stating, they have 18 months to file a claim Received call from Emma Zuckerman asking about move benefits, I explained the project and relocation benefits for moving her vehicle. I told her I would prepare claim forms and send to her.
03-10-2022 03-16-2022 03-17-2022	Prepared claim documents and sent to Ms. Zuckerman for signature. Emma Zuckerman returned signed claim documents Prepared move 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
Emma Zuckerman		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #102**

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] Email [redacted]	2881 AW Grimes Blvd Round Rock, Tx 78664

4. Occupancy of Property Acquired by Williamson County:	5. Distance Moved: 10.4 Miles
From (Date): 7/1/2020 To (Date of Move): 12/1/2021	7. Mover's Name and Address:
☐ Owner/Occupant ☒ Tenant	**Self-Move based off approved fee schedule** **AUTO**

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.

Emma Zuckerman
Signature Claimant

Date of Claim 3/10/2022

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 $ 250.00 3-16-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Emma Zuckerman
Tenant Personal Property Relocation Estimate			Unit Number 102
			Comments:
Type of Property		Buehler	
		cost per each	[redacted]0
			[redacted]4
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: Emma Zuckerman

Unit/Space #: 102

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.

Emma Zucker
Signature

Date: 7/21/2021

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 # 102

Name Emma Zuckerman

Phone [redacted]0 [redacted]4

Email [redacted]om

Date	Comments
07-23-2021 12-10-2021	Letter notifying of project and move date and relocation eligibility. Move Verified
03-02-2022 03-02-2022	Email stating, they have 18 months to file a claim Received call from Emma Zuckerman asking about move benefits, I explained the project and relocation benefits for moving her vehicle. I told her I would prepare claim forms and send to her.
03-10-2022 03-16-2022 03-17-2022	Prepared claim documents and sent to Ms. Zuckerman for signature. Emma Zuckerman returned signed claim documents Prepared move 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
Emma Zuckerman		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #049**

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] Email [redacted]	2851 AW Grimes Blvd Round Rock, TX 78664
4. Occupancy of Property Acquired by Williamson County: From (Date): 7/1/2020 To (Date of Move): 12/1/20 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 10.4 Miles 7. Mover's Name and Address: **Self-Move based off approved fee schedule** **BOX TRUCK**

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	$450.00
Total Amount	**$450.00**

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.

Emma Zuckerman
Signature Claimant

Date of Claim: 3/10/2022

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 $ 450.00 3-16-2022

Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Emma Zuckerman
Tenant Personal Property Relocation Estimate			Unit Number 102
			Comments:
Type of Property		Buehler	
		cost per each	[redacted]0
			[redacted]4
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: Emma Zuckerman

Unit/Space #: 49

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.

Emma Zuckerman
Signature

Date: 7/28/2021

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 # 049

Name Emma Zuckerman

Phone [redacted]0 [redacted]4

[redacted]il [redacted]m

Date	Comments
07-23-2021 12-10-2021	Letter notifying of project and move date and relocation eligibility. Move Verified
03-02-2022 03-02-2022	Email stating, they have 18 months to file a claim Received call from Emma Zuckerman asking about move benefits, I explained the project and relocation benefits for moving her vehicle. I told her I would prepare claim forms and send to her.
03-10-2022 03-16-2022 03-17-2022	Prepared claim documents and sent to Ms. Zuckerman for signature. Emma Zuckerman returned signed claim documents Prepared move claim package and sent to Sheets and Crossfield for approval and payment.

Commissioners Court - Regular Session **77.**

Meeting Date: 03/22/2022

Liberty Hill Bypass Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.036 acres) required for the construction of Liberty Hill Bypass, and take appropriate action. (James Patrick Harlow/ Parcel 49) Funding Source: Road Bonds P 346.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/17/2022 10:33 AM
Form Started By: Charlie Crossfield		Started On: 03/16/2022 01:34 PM
Final Approval Date: 03/17/2022		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.036 acres (Parcel 49) described by metes and bounds in Exhibit "A" owned by **JAMES PATRICK HARLOW** for the purpose of constructing, reconstructing, maintaining, and operating the Liberty Hill Bypass roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2022.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel : 49–Harlow
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.036 ACRE (1,549 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 6.32 ACRE TRACT OF LAND DESCRIBED IN DEED OF GIFT TO JAMES PATRICK HARLOW RECORDED IN VOLUME 1572, PAGE 365 (TRACT ONE) OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.036 ACRE (1,549 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" set in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 98.19 feet right of Bagdad Road Baseline Station 314+66.15 (Grid Coordinates determined as N=10,209,834.91 E=3,057,627.37), being in the northerly boundary line of said 6.32 acre tract, same being in the southerly boundary line of that called 8.02 acre tract of land described in Deed Of Gift to Timothy P. Harlow recorded in Volume 1572, Page 362 (Tract One) of the Official Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE,** departing said 8.02 acre tract, with said proposed easterly ROW line, through the interior of said 6.32 acre tract, **S 14°38'00" E,** for a distance of **187.61** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 82.12 feet right of said Bagdad Road Baseline Station 312+79.23 in the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), same being in the westerly boundary line of said 6.32 acre tract, for the southerly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the southwesterly corner of said 6.32 acre tract, same being the northwesterly corner of that called 5.29 acre tract of land described in Deed Of Gift to Michael Forbes Harlow recorded in Volume 1572, Page 359 (Tract One) of the Official Records of Williamson County, Texas and subsequently being a portion of an unstated acreage tract cited in Survivorship Deed to said Michael Forbes Harlow and Linda Lunsford Harlow, Jeremiah Forbes Harlow and Crystal Eastham Harlow recorded in Document No. 2019091457 of the Official Records of Williamson County, Texas, bears S 19°39'42" E, at a distance of 49.51 feet;

2) **THENCE,** with said existing easterly ROW line, being said westerly boundary line of the 6.32 acre tract, **N 19°39'42" W,** for a distance of **188.40** feet to a 1/2" iron rod found, being the northwesterly corner of said 6.32 acre tract, same being the southwesterly corner of said 8.02 acre tract, for the northwesterly corner of the herein described parcel;

3) **THENCE,** departing said existing easterly ROW line, with said northerly boundary line of the 6.32 acre tract, same being said southerly boundary line of the 8.02 acre tract, **N 75°36'40" E,** for a distance of **16.51** feet to the **POINT OF BEGINNING**, containing 0.036 acres (1,549 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.

M. Stephen Truesdale 28 FEB 2022

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON-COUNTY" SET (UNLESS NOTED OTHERWISE)
℄	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS



TIMOTHY P. HARLOW
(TRACT ONE)
(8.02 ACRES)
VOL. 1572, PG. 362
O.R.W.C.T.

EXISTING R.O.W.

315+00

BAGDAD ROAD BASELINE

COUNTY ROAD 279
(BAGDAD ROAD)
(R.O.W. WIDTH VARIES)

L2

(S78°19'W ℄ 1,260.1')

P.O.B.
STA. 314+66.15
98.19' RT
GRID COORDINATES:
N=10,209,834.91
E=3,057,627.37

PROPOSED R.O.W.

187.61'

S14°38'00"E

(N17°00'W 238.00')

N19°39'42"W 188.40'

49
0.036 AC.
1,549 SQ. FT.

NO.	DIRECTION	DISTANCE
L1	S19°39'42"E	49.51'
L2	N75°36'40"E	16.51'

JAMES PATRICK HARLOW
(TRACT ONE)
(6.32 ACRES)
VOL. 1572, PG. 365
O.R.W.C.T.

STA. 312+79.23
82.12' RT

HENRY FIELD SURVEY
ABSTRACT No. 233

L1

(N78°15'E ℄ 1,070.1')

MICHAEL FORBES HARLOW
& LINDA LUNSFORD HARLOW AND
JEREMIAH FORBES HARLOW
& CRYSTAL EASTHAM HARLOW
PORTION OF 19.789 ACRES
DOC. NO. 2019091457
O.P.R.W.C.T.

(TRACT ONE)
5.29 ACRES
DESCRIBED IN
VOL. 1572, PG. 359
O.R.W.C.T.

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-154916, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 8, 2021, ISSUE DATE OCTOBER 20, 2021.

NO ITEMS TO ADDRESS IN SCHEDULE "B".

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 28 FEB 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

REV: 02/22/2022

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

TIMOTHY P. HARLOW

SCALE		
1" = 60'	BAGDAD ROAD	WILLIAMSON

PARCEL 49
0.036 ACRES
1,549 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 49-JAMES HARLOW\PARCEL 49-JAMES-HARLOW.dgn

Commissioners Court - Regular Session **78.**

Meeting Date: 03/22/2022

Liberty Hill Bypass Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.107 acres and 0.378 acres) required for the construction of Liberty Hill Bypass, and take appropriate action. (Timothy P. Harlow/Parcels 7 & 50). Funding Source: Road Bonds P 346.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	03/17/2022 10:34 AM
Form Started By: Charlie Crossfield		Started On: 03/16/2022 01:37 PM
Final Approval Date: 03/17/2022		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tracts of land being 0.107 acres (Parcel 7) and 0.378 acres (Parcel 50) described by metes and bounds in Exhibits "A & B" owned by **TIMOTHY P. HARLOW** for the purpose of constructing, reconstructing, maintaining, and operating the Liberty Hill Bypass roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A & B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2022.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel : 7 – Harlow
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.107 ACRE (4,648 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 2.45 ACRE TRACT OF LAND (TRACT ONE), DESCRIBED IN DEED OF GIFT TO TIMOTHY P. HARLOW RECORDED IN VOLUME 2310, PAGE 506 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.107 ACRE (4,648 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" set 89.91 feet right of Bagdad Road Baseline Station 305+44.63 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,209,002.08 E=3,057,966.64), being in the southerly boundary line of said 2.45 acre tract, same being the northerly boundary line of that called 15.00 acre tract described in Warranty Deed to Lacie Gene Hale recorded in Document No. 2015014262 of the Official Public Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod found in the northerly boundary line of said 15.00 acre tract, being the southeasterly corner of said 2.45 acre tract, same being the southwesterly corner of that called 3.4 acre tract of land being (Tract Two) of said Volume 2310, Page 506 bears N 75°32'24" E, at a distance of 803.69 feet;

1) **THENCE,** departing said proposed easterly ROW line, with the southerly boundary line of said 2.45 acre tract, being the northerly boundary line of said 15.00 acre tract, **S 75°32'24" W,** for a distance of **56.06** feet, to a 1/2" iron rod found in the existing easterly ROW line of County Road (C.R.) 279 (variable width ROW), being the northwesterly corner of said 15.00 acre tract, for the southwesterly corner of said 2.45 acre tract and the herein described parcel;

2) THENCE, departing said 15.00 acre tract, with said existing easterly ROW line, same being the westerly boundary line of said 2.45 acre tract, **N 19°35'49" W,** for a distance of **100.57** feet to a 1/2" iron rod found, being the northwesterly corner of said 2.45 acre tract, same being the southwesterly corner of that called 3.810 acre tract of land described in Deed of Gift to Michael F. Harlow recorded in Volume 2357, Page 904 of the Official Records of Williamson County, Texas, and subsequently being a portion of that called 19.789 acres in Survivorship Deed to Michael Forbes Harlow, Linda Lunsford Harlow, Jeremiah Forbes Harlow and Crystal Eastham Harlow recorded in Document No. 2019091457 of the Official Public Records of Williamson County, Texas, and from which, a 1/2" iron rod found in said existing easterly ROW line, being the northwesterly corner of said 3.810 acre tract, bears N 19°38'53" W, for a distance of 87.41 feet;

3) **THENCE**, departing said existing easterly ROW line, with the southerly boundary line of said 3.810 acre tract, same being the northerly boundary line of said 2.45 acre tract, **N 75°35'38" E,** for a distance of **36.78** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 90.49 feet right of Bagdad Road Baseline Station 306+53.14, in said proposed ROW line, for the northeasterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the southeasterly corner of said 3.810 acre tract, same being an ell corner in the northerly boundary line of said 2.45 acre tract bears N 75°35'38" E, at a distance of 685.15 feet;

4) **THENCE,** departing said 3.810 acre tract, with said proposed easterly ROW line, through the interior of said 2.45 acre tract, **S 30°13'54" E,** for a distance of **104.05** feet to the **POINT OF BEGINNING**, containing 0.107 acres (4,648 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.

M. Stephen Truesdale 28 FEB 2022

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

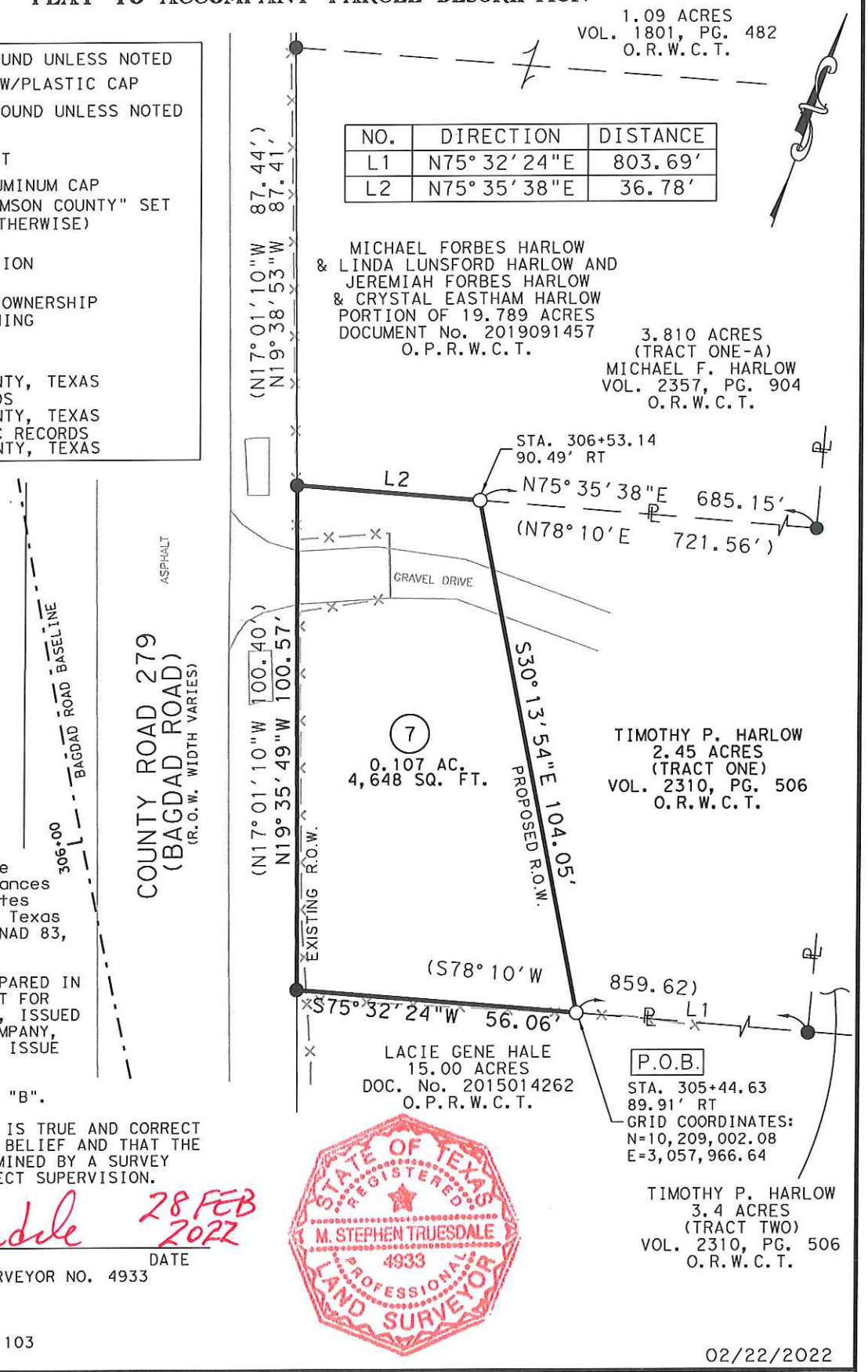
S:_BINKLEY-BARFIELD\BAGDAD ROAD 2020\PARCELS\BAGDAD RD-CR 279-PARCEL 7-HARLOW.doc

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED
⊙	IRON ROD FOUND W/PLASTIC CAP
◉	½" IRON PIPE FOUND UNLESS NOTED
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
℄	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS



1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-152467, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 13, 2021, ISSUE DATE AUGUST 25, 2021.

NO ITEMS TO ADDRESS IN SCHEDULE "B".

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 28 FEB 2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

02/22/2022

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

TIMOTHY P. HARLOW

SCALE	PROJECT	COUNTY
1" = 30'	BAGDAD ROAD	WILLIAMSON

PARCEL 7
0.107 ACRES
4,648 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCELS 2,5,6 & 7-HARLOW\PARCEL 7\PARCEL 7-HARLOW.dgn

EXHIBIT B

County: Williamson
Parcel : 50 –Harlow
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.378 ACRE (16,472 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 8.02 ACRE TRACT OF LAND DESCRIBED IN DEED OF GIFT TO TIMOTHY P. HARLOW RECORDED IN VOLUME 1572, PAGE 362 (TRACT ONE) OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.378 ACRE (16,472 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" set in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 98.19 feet right of Bagdad Road Baseline Station 314+66.15 (Grid Coordinates determined as N=10,209,834.91 E=3,057,627.37), being in the southerly boundary line of said 8.02 acre tract, same being in the northerly boundary line of that 6.32 acre tract of land described in Deed Of Gift to James Patrick Harlow recorded in Volume 1572, Page 365 (Tract One) of the Official Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE,** departing said proposed easterly ROW line, with said common boundary line, **S 75°36'40" W,** for a distance of **16.51** feet to a 1/2" iron rod found in the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the northwesterly corner of said 6.32 acre tract, same being the southwesterly corner of said 8.02 acre tract, for the southwesterly corner of the herein described parcel;

THENCE, departing said 6.32 acre tract, with said existing easterly ROW line, being the westerly boundary line of said 8.02 acre tract, the following two (2) courses:

2) **N 19°38'16" W,** for a distance of **238.71** feet to a calculated angle point;

3) **N 14°47'53" W,** for a distance of **383.57** feet to a 1/2" iron rod found 115.68 feet right of Bagdad Road Baseline Station 320+83.19, being the northwesterly corner of said 8.02 acre tract, same being an angle point in the westerly boundary line of that called 162.899 acre tract of land partially described in Warranty Deed With Vendor's Lien to J. Patrick Harlow and Lisa M. Harlow recorded in Document No. 1996039594 (Tract 1) of the Official Records of Williamson County, Texas, also being the intersection with said proposed easterly ROW line, for the northerly corner of the herein described parcel;

4) **THENCE,** departing said existing easterly ROW line, with said proposed easterly ROW line, along the common boundary line of said 8.02 acre tract and said 162.899 acre tract, **S 37°30'25" E,** for a distance of **51.21** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 129.69 feet right of Bagdad Road Baseline Station 320+36.54, for an angle point herein;

THENCE, departing said 162.889 acre tract, with said proposed easterly ROW line, through the interior of said 8.02 acre tract, the following two (2) courses:

5) **S 17°47'05" E,** for a distance of **337.11** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 118.54 feet right of Bagdad Road Baseline Station 317+02.94, for an angle point;

6) **S 14°38'00" E,** for a distance of **237.66** feet to the **POINT OF BEGINNING**, containing 0.378 acres (16,472 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.

M. Stephen Truesdale 28 FEB 2022

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



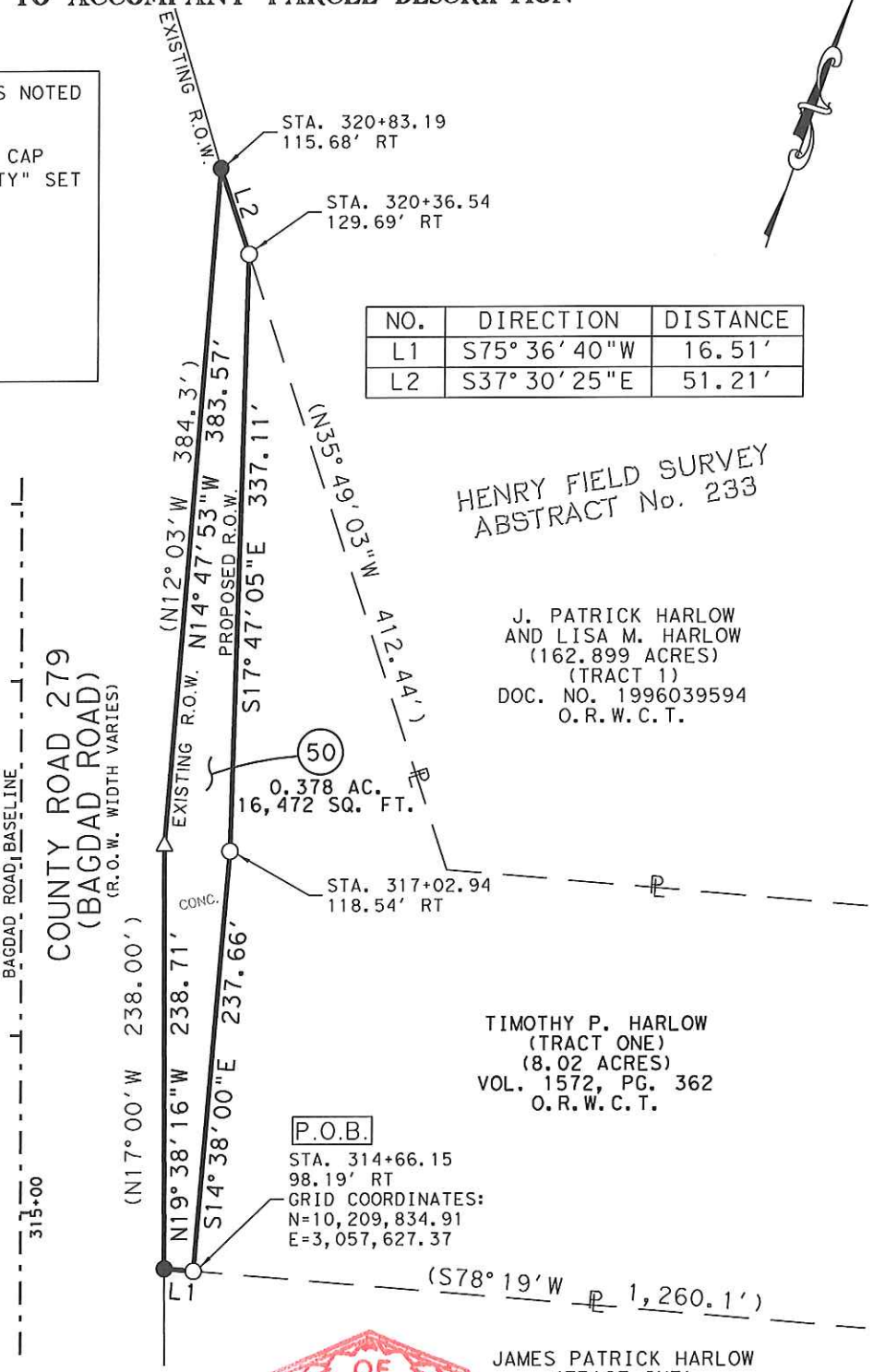
EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON-COUNTY" SET (UNLESS NOTED OTHERWISE)
℄	PROPERTY LINE
( )	RECORD INFORMATION
—/\—	LINE BREAK
Z	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS





NO.	DIRECTION	DISTANCE
L1	S75° 36' 40"W	16.51'
L2	S37° 30' 25"E	51.21'

HENRY FIELD SURVEY
ABSTRACT No. 233

J. PATRICK HARLOW
AND LISA M. HARLOW
(162.899 ACRES)
(TRACT 1)
DOC. NO. 1996039594
O.R.W.C.T.

TIMOTHY P. HARLOW
(TRACT ONE)
(8.02 ACRES)
VOL. 1572, PG. 362
O.R.W.C.T.

JAMES PATRICK HARLOW
(TRACT ONE)
(6.32 ACRES)
VOL. 1572, PG. 365
O.R.W.C.T.

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-154898, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 6, 2021, ISSUE DATE OCTOBER 15, 2021.

1. RESTRICTIVE COVENANTS: VOL. 631, PG. 833, DOES NOT AFFECT, AND VOL. 642, PG. 364, SUBJECT TO, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale — 28 FEB 2022

M. STEPHEN TRUESDALE — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

02/21/2022

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

TIMOTHY P. HARLOW

SCALE		
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 50
0.378 ACRES
16,472 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 50-TIM HARLOW\PARCEL 50-TIM-HARLOW.dgn

Meeting Date: 03/22/2022
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	03/17/2022 11:20 AM
Form Started By: Charlie Crossfield		Started On: 03/17/2022 10:35 AM
Final Approval Date: 03/17/2022		

Commissioners Court - Regular Session **80.**

Meeting Date: 03/22/2022

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	03/17/2022 11:20 AM
Form Started By: Charlie Crossfield		Started On: 03/17/2022 10:35 AM
Final Approval Date: 03/17/2022		

Commissioners Court - Regular Session **88.**

Meeting Date: 03/22/2022

Standard Settlement Claim

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Information

Agenda Item

Discuss, consider and take appropriate action on an Indemnity and Release Agreement between Stanard & Associates, Inc. and Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Stanard Settlement Claim

Form Review

Form Started By: Becky Pruitt Started On: 03/17/2022 10:09 AM

Final Approval Date: 03/17/2022

RELEASE AND INDEMNITY AGREEMENT

RECITALS:

WHEREAS, on January 15, 2019, Stanard & Associates, Inc. ("Claimant") and Williamson County, Texas ("Released Party") entered into a Services Contract for the development of two physical ability tests for Williamson County Sheriff's Office law enforcement and correctional facilities officers ("the Contract");

WHEREAS, on November 16, 2021, the Williamson County Judge issued a letter to Claimant providing notice of its termination of the Contract;

WHEREAS, Claimant, after receiving the Released Party's notice of termination, claimed that Released Party breached its contractual agreement by failing to compensate Claimant in accordance with the Contract, which stipulates that, upon termination of the Contract, the County will be liable "its pro rata share of services rendered and goods actually received"; and

WHEREAS, Claimant issued a demand letter to Released Party on February 16, 2022, demanding payment in the amount to $8,000.00 for which Claimant contended was a pro rata share of services performed as of the date of Released Party's termination of the Contract; and

WHEREAS, the Released Party denies Claimant's allegations, denies liability, and denies that it is in any way responsible for any of Claimant's alleged damages, if any, but has offered to pay unto Claimant, solely by way of compromise and settlement, and Claimant has agreed to accept, solely by way of compromise and settlement, the total sum of **Eight Thousand Dollars ($8,000.00)**, as full settlement of all claims asserted, or that could be asserted, against the Released Party whether such claims have, in fact, been asserted.

RELEASE:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Stanard & Associates, Inc. and its employees, agents, officials, and any other representatives, and any and all other affiliated persons, predecessors, firms, associations, insurers, attorneys, limited partnerships or corporations, and each of their representatives, heirs, successors and assigns, agents, officers, indemnitors, and each of them, and all persons and entities in privity with Stanard & Associates, Inc. (collectively the "Claimant"), for a good and valuable consideration, including the total sum of **Eight Thousand Dollars ($8,000.00),** does hereby **RELEASE, ACQUIT, QUITCLAIM** and **FOREVER DISCHARGE** Released Party, and any and all of its employees, agents, officials, and any other representatives of Released Party, and any and all other affiliated persons, predecessors, firms, associations, insurers, attorneys, limited partnerships or corporations, and each of their representatives, heirs, successors and assigns, agents, officers, indemnitors, and each of them, and all persons and entities in privity with the foregoing (collectively the "Released Parties"), who may be legally liable to Claimant, or against whom claims could have been asserted by Claimant, in relation to the Contract, from any and all claims, demands, liens, charges, debts, judgments, costs, rights and causes of action of any type, kind and character, statutory, equitable or at common law, arising directly or indirectly from or by reason of the Contract.

Claimant intends this Release and Indemnity Agreement to be as broad and comprehensive as possible and to encompass any claims Claimant presently have or may acquire or discover in the future. Without limitation, Claimant further acknowledges that this Release and Indemnity Agreement encompasses all claims for any type, kind and character of damages or injuries, whether now or hereafter recognized by law, including, but not limited to, economic damages, non-economic damages, personal injury damages, incidental and consequential damages, penalties, fines, liquidated damages, attorneys' fees, pre-judgment interest, pain and suffering, mental anguish, loss of enjoyment of life, distress, embarrassment, humiliation, and inconvenience, based on events that took place prior to the date this Agreement is assigned.

It is the intention of the Parties to this Agreement that the consideration stated herein fully and completely compensates Claimant for all damages, known and unknown, past and future, directly or indirectly resulting from or in any manner related to the Contract. It is Claimant's intention and Claimant understands that by this Agreement, Claimant reserves no claims against anyone, whether named or unnamed, arising out of the Contract. In consideration herein, Claimant agrees to make no further claim against any person or entity for any damages directly or indirectly sustained in relation to the Contract.

CLAIMANT HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD AND SAVE HARMLESS (AT CLAIMANT's SOLE COST AND EXPENSE, INCLUDING ATTORNEY'S FEES) THE RELEASED PARTY AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS AND LIENS WHICH MAY BE ASSERTED AGAINST THEM BASED UPON ANY LIEN OR SUBROGATION INTEREST.

CLAIMANT UNDERSTAND THAT CLAIMANT WILL NOT RECEIVE ANY MORE MONEY FROM RELEASED PARTY OR THE RELEASED PARTIES AS A RESULT OF CLAIMANT'S CLAIMS AND CONTENTION IN RELATION TO THE CONTRACT.

Only the consideration stated herein has been paid or agreed to be paid for in this Agreement, it being the understanding that the same is to constitute a **FULL** and **FINAL** settlement and release of any and all claims which Claimant may have relating to the Contract.

ADMISSIBILITY OF COMPROMISE IN FUTURE PROCEEDINGS:

The recitals mentioned herein are contractual and are not mere recitals. This Agreement shall not be offered, exhibited, tendered or admitted for any purpose or matter of proof in any lawsuit, administrative or other proceeding, now pending or subsequently filed, against the Released Parties, except that the Released Parties may plead and introduce any or all of this Agreement as a bar and discharge or to enforce the settlement. Nor shall this Agreement or any part hereof be construed or used as an admission of liability on the part of the Released Parties. It is acknowledged that the Released Parties vigorously dispute liability in this matter.

CONFIDENTIALITY AGREEMENT:

Claimant further agree that the existence of this Agreement, its contents, and any

negotiations about this Agreement or the claims asserted in the above-referenced cause of action, are to be held by Claimant in absolute confidence and Claimant is not to disclose to any third party, except to Claimant's accountant, financial advisors, or as compelled by law, or that might be necessary to fulfill Claimant's obligations to pay any state or federal taxes arising from this Agreement. Claimant further agrees that it shall not publish the fact or terms of this Agreement in any press release, newspaper, publication, or any publicly available disseminated media publications. Claimant agrees that $100.00 of the consideration for this Agreement is consideration for this confidentiality provision.

NON-DISPARAGEMENT:

Claimant agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of Released Party, and any and all of its employees, agents, officials, and any other representatives of Released Party. Claimant acknowledges and agrees that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media and employees (past and present).

SPECIAL PROVISIONS

This Agreement is contingent on obtaining the Williamson County Commissioners Court's approval.

FUNDING OF SETTLEMENT

Released Party will fund the settlement set out herein within fourteen (14) business days of (1) the Parties' full and complete execution of the Agreement; and (2) receipt by the Williamson County Commissioners Court's Office of General Counsel of drafting instructions and any necessary tax reporting documentation.

CONTROLLING LAW:

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. This Agreement is performable in Williamson County, Texas.

COPIES MAY BE USED AS ORIGINALS:

The Parties agree that upon full and complete execution of this instrument, photocopies, faxes and pdfs of the executed Agreement may be used as originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement to be effective as of the date of the last party's signature.

Stanard & Associates, Inc.	**Williamson County, Texas**
By: Steven Allscheid	By: _____
Printed Name: Steven Allscheid	Printed Name: _____
Title: President	Title: As Presiding Officer of the Williamson County Commissioners Court
Date: March 16, 2022	Date: _____, 20____

CLAIMANT'S ATTORNEY'S CERTIFICATE

I certify that I am the attorney for the Claimant, Stanard & Associates, Inc. I have read the foregoing Release and Indemnity Agreement to my client and have fully explained it to my client and the legal effect thereof, and after such explanation, my client is fully satisfied to release its claims against Released Party.

_____
Attorney at Law

Printed Name: Mitch Little

Date: March 16, 2022