NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
August 30, 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 – 29)

3. Discuss, consider and take appropriate action on a line item transfer for Constable, Precinct 2.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0552-003006	Office Equipment	$500.00
From	0100-0552-003011	Computer Software	$500.00
From	0100-0552-003900	Membership Dues	$500.00
From	0100-0552-003311	Uniforms	$1500.00
From	0100-0552-004100	Professional Services	$500.00
From	0100-0552-004548	Radio Repairs & Maintenance	$500.00
To	0100-0552-003301	Gasoline	$4000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0475-004902	Co Atty Leg Supplement	$4,844.25
To	0100-0475-001107	Temp Labor-Seasonal Help	$4,500.00
To	0100-0475-002010	FICA	$344.25

5. Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004500	Maintenance Services	$702.01
From	0545.0545.003100	Office Supplies	$2,986.76
From	0545.0545.003010	Computer Equipment < $5,000	$3,055.23
From	0545.0545.003804	Immunizations	$3,750.00
To	0545.0545.004430	Utilities	$11,266.00
From	0545.0545.003900	Membership Dues	$772.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.004705	Pre Employment Screening	$1,700.00
To	0100.0402.004999	Misc.	$1,700.00

7. Discuss, consider, and take appropriate action on a line item transfer for Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-004541	Vehicle Maintenance and Repair	3,095.75
To	0100-0541-001110	Overtime	2,500.00
To	0100-0541-002010	FICA	191.25
To	0100-0541-002020	Retirement	404.50

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004100	Professional Services	$25,000.00
To	0100.0560.004232	Training, Conf., Seminars	$25,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003008	LE Equipment	$27,410.00
From	0100.0570.003311	Uniforms	$17,431.66
From	0100.0570.003901	Publications	$1,354.71
From	0100.0570.004500	Maintenance Contracts	$6,900.00
From	0100.0570.004543	Repairs to Equipment	$8,000.00
From	0100.0570.004544	Repairs to office equipment	$1,500.00

From	0100.0570.004208	Internet Cloud	$21,200.00
To	0100.0570.003316	Medical/Hospital	$83,796.37

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005200	Right of Way	$41,000.00
To	0200-0210-001110	Overtime	$33,000.00
To	0200-0210-002010	FICA	$2,600.00
To	0200-0210-002020	Retirement	$5,400.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005700	Vehicles > $5,000	$2,500.00
To	0200-0210-003102	Safety Supplies	$2,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003552	Concrete	$25,500.00
To	0200-0210-001151	CSR Salaries	$20,000.00
To	0200-0210-002010	FICA	$2,000.00
To	0200-0210-002020	Retirement	$3,500.00

13. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department report of asset dispositions through Internal Department Transfer, pursuant to Tx. Local Gov't Code 263.152.

14. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including one (1) 2015 Chevrolet Tahoe Vin #4961 and one (1) 2009 Chevrolet Malibu Hybrid Vin #9235, pursuant to Tx. Local Gov't Code 263.152.

15. Discuss, consider, and take appropriate action on authorizing the agreement with HEB Pharmacy and Williamson County for Wilco Employee Influenza, in the estimated amount of $10,800.00 and authorizing the execution of the agreement.

16. Discuss, consider and take appropriate action on approving a professional services agreement between Williamson County and Training Strategies, Inc in the amount of $1,500 and authorizing the execution of the agreement.

17. Discuss, consider and take appropriate action on authorizing the extension of Contract #T1289 Landscape for Williamson County Parks Contract Renewal Period #1, for the same pricing, terms and conditions as the existing contract with Heart of Texas Landscape & Irrigation Co Inc for the term of October 1, 2022 - September 30, 2023.

18. Discuss, consider and take appropriate action on approving the extension of Landscape Maintenance Services Contract #1807-251, Renewal Period #3, with Red & White Greenery, Inc. for the term of October 1, 2022 – September 30, 2023, for the same pricing, terms and conditions as the existing contract, with the exception of the Landscape Services for Williamson County Price Sheet, which updates Williamson County facilities locations, services and fees, attached herein as if copied in full, and is subject to Commissioners Court approval.

19. Discuss, consider and take appropriate action on authorizing the extension to Emergency Generator and Automatic Transfer Switch Preventative Maintenance Contract RFP #1812-283 with Austin Generator Service, for the same pricing, terms and conditions as the existing contract, with the exception of, incorporation of the updated equipment inventory listing in the document titled "FY23 Austin Generator, Facilities, Equipment List, Compensation and Fee" for the term of October 1, 2022 - September 30, 2023.

20. Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Angel Nunez, with general authority to approve change orders for the Justice Center Judges' Security Project (P476**)** for any increase or decrease in cost of $30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

21. Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Angel Nunez, with general authority to approve change orders for the Jail Gym Air Quality Project (P572**)** for any increase or decrease in cost of $30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

22. Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Senior Project Manager, Angel Gomez, with general authority to approve change orders for the Berry Springs Park Amenities Project (P559**)** for any increase or decrease in cost of $30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

23. Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Angel Nunez, with general authority to approve change orders for the YMCA Pedestrian Bridge Project (P555**)** for any increase or decrease in cost of $30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

24. Discuss, consider and take appropriate action on accepting a report from Vaughn Construction, Change Order No. 3 for the Williamson County Historic Courthouse Doors project. This is a no-cost change order to extend substantial completion to September 30, 2022. Funding Source is 100.1000.4509

25. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between Rodriguez Engineering Laboratories LLC and Williamson County dated April 21, 2020 for On Call Materials Testing & Geotechnical Engineering Services. This supplemental is to extend the expiration date to September 30, 2024. Funding source: 01.0200.0210.004160.

26. Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of $13,105,047.00 to expire September 30, 2023 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant (GEC) - Road Bond Project Management, Design Management, and Construction Management. Funding source: Road Bonds.

27. Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of $1,593,816.00 to expire September 30, 2023 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant (GEC) - Road and Bridge Project Management, Design Management, and Construction Management.

28. Discuss, consider and take appropriate action on approval of the preliminary plat for the Lodges at Open Acres Ranch subdivision – Precinct 4.

29. Discuss, consider and take appropriate action on approval of the final plat for the Vista Acres subdivision – Precinct 4.

REGULAR AGENDA

30. Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (Scott Dalrymple) who passed away in Williamson County, TX where there has been an inquest by the Justice of the Peace Pct. 1 and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

31. Discuss, consider, and take appropriate action on the issuance of a county-wide burn ban for a period not to exceed 90 days and to authorize the County Judge the authority to lift the order banning outdoor burning if conditions improve.

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0540.001100	F/T SALARIES	$35,000.00
From	0100.0540.001810	EMS STOT SALARIES	$371,280.00
To	0100.0540.001110	OVERTIME	$406,280.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003011	COMPUTER SOFTWARE < $5,000	$2,538.86
From	0882.0882.004414	VEHICLE INSURANCE	$660.19
From	0882.0882.004505	SOFTWARE MAINTENANCE	$1,402.50
From	0882.0882.004541	VEHICLE REPAIRS & MAINT	$243.45
From	0882.0882.004416	OTHER LIABILITY INSURANCE	$155.00
To	0882.0882.003303	OIL, GREASE	$5,000.00

From	0882.0882.004543	REPAIRS TO EQUIPMENT	$2,075.00
From	0882.0882.003302	USED TIRE DISPOSAL	$1,500.00
From	0882.0882.004500	MAINTENANCE CONTRACTS	$5,400.00
From	0882.0882.004232	TRAINING, CONF., SEMINARS	$10,000.00
From	0882.0882.004541	VEHICLE REPAIRS & MAINT	$1,069.55
To	0882.0882.003523	PARTS	$20,044.55

34. Discuss, consider and take appropriate action on appointing Michael D. Keller to the Weir ESD #6 Board of Directors, replacing Mark Montgomery for the remainder of his two-year term that began on January 1, 2020, and will end on December 31, 2022.

35. Discuss, consider and take appropriate action on the 2022-2023 salary for the County Auditor in the amount of $183,923.85.

36. 10:00 AM Hold Public Hearing on the 2022-2023 County Budget.

37. Discuss, consider and take appropriate action on the 2022-2023 General Fund Budget.

38. Discuss, consider and take appropriate action on the 2022-2023 Road and Bridge Fund Budget.

39. Discuss, consider and take appropriate action on the 2022-2023 Debt Service Fund Budget.

40. 10:00 a.m. Public Hearing on the proposed 2022 tax rate of 37.5608 cents per $100 of valuation for Williamson County.

41. Discuss, consider and take appropriate action regarding the adoption of the 2022 tax rates for Williamson County General Fund, Debt Services, and Road and Bridge Fund.

42. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Butler Farms Public Improvement District and the County of Williamson, Texas.

43. Discuss and take appropriate action on renewal of contract with the Texas State Library and the County Clerk.

44. Discuss, consider, and take appropriate action on accepting subgrant award money from the University of Texas-Austin for Juvenile Services.

45. Discuss, consider, and take appropriate action on approving a 2013 Park Bond transfer to move $195,000 from P500 (2013 Park Bond Non-Departmental) to P555 (YMCA Pedestrian Bridge).

46. Discuss, consider and take appropriate action on a first amendment to the Cost Participation Agreement between YMCA of Central Texas and Williamson County regarding the construction of a pedestrian bridge at Twin Lakes Park. Funding source is P555.

47. Discuss, consider, and take appropriate action on approving the Professional Service Agreement (PSA) with Twin Lakes YMCA Pedestrian Bridge Project between Hagood Engineering Associates, Inc. and Williamson County, in the amount of $16,820.00 and authorizing the execution of the Agreement. Funding Source is P555.

48. Discuss, consider, and take appropriate action on awarding IFB #22IFB115 to the lowest and best bidder, SB Contractors, LLC, for the Twin Lakes Pedestrian bridge project in the amount of $1,182,360.00 and authorize execution of the agreement. Funding Source is P555.

49. Discuss, consider and take appropriate action on approving the Interlocal Cooperation Contract between Williamson County and Department of Public Safety (DPS) for Crime Laboratory Services, for a four (4) year term, not to not exceed $1,434,228.22.

50. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with the Meadows at Chandler Creek Municipal Utility District for off duty contracting of County Sheriff Deputies to be effective October 1, 2022.

51. Discuss, consider and take appropriate action on approving the Annual Public Safety Maintenance agreement between Williamson County and Central Square, previously exempted in Commissioner's Court on 5/5/2020 valid for 36 months from the competitive bidding requirements established by Section 262.024 (a) (7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for supervision services for Williamson County, for $543,156.64, and authorizing the execution of this annual agreement.

52. Discuss, consider, and take appropriate action on approving the purchase of a new Access Card Control System at the Williamson County Expo Center, 5350 Bill Pickett Trail, Taylor, TX 76574, with Stanley Convergent Security Solutions, Inc. in the amount of $154,628.87, pursuant to Sourcewell contract #030421-SCS (current Sourcewell contract for vendor), and authorizing the execution of the agreement.

53. Discuss, consider, and take appropriate action on an Escrow Agreement with Bruce Nakfoor regarding cedar tree removal for site visibility. If any trees other than cedar trees are removed, any rights to reimbursement of the Escrow Agreement will be forfeited. There is no funding obligation by the County.

54. Discuss, consider and take appropriate action on a Release of Prescriptive Easement for a portion of CR 404 right of way.

55. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.849 acres) required for the construction of Southeast Loop Segment 2. (Bryan A. Gentry, trustee of the Bryan A. Gentry Living Trust/ Parcel 32) Funding Source: TANS: P588

56. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.378acres) required for the construction of Southeast Loop Segment 2. (JC Family Trust/ Parcel 56) Funding Source: TANS: P588

57. Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for Hairy Man Rd/Brushy Creek Rd Improvements, a Road Bond project in Commissioner Pct. 3. P: 284 Funding Source: Road Bond.

58. Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for CR 101, a Road Bond project in Commissioner Pct. 4. P: 269 Funding Source: Road Bond.

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)."

59. 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 332
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for the futre County Road.
f) Discuss the acquisition of real property for Bud Stockton Extension.
g) Discuss the acquisition of real property for CR 305/307.
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 right-of-way for Hero Way.
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 right of way for Corridor E.
v) Discuss acquisition of right of way for County Road 245.
w) Discuss acquisition of right of way for CR 401/404.
x) Discuss acquisition of right of way for Liberty Hill Bypass.

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.

60. 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
h) Project Crystal Lagoon
i) Project Phantom
j) Project World
k) Project Mellencamp

61. 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; 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
8. 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
9. 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
10. 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
11. 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

12. Cause No. 22-0159-C395; Gary Watsky v. Williamson County Sheriff Mike Gleason et al.; In the 395th District Court of Williamson County, Texas
13. Cause No. 2022CI0574; Chris Noel Carlin v. Jacquelyn F. Callanen, et al.; 408th District Court, Bexar County, Texas
14. Cause Number: 3SC-22-0044; James M. Martin and Rebecca S. Martin v. Williamson County Regional Animal Shelter; In The Justice Court Precinct Three of Williamson County, Texas
15. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
16. Cause No. D-1-GN-22-002186; Chauncy Williams v. Williamson County Attorney's Office Victim Service's Division; 98th Judicial District Court, Travis County, Texas
17. Cause No. 22-0826-C368; Doyle "Dee" Hobbs, Jr., in his official capacity as Williamson County Attorney, v. AHFC Pecan Park PSH Non-Profit Corporation; In the 368th Judicial District Court of Williamson County, Texas
18. Civil Action No. 4-22CV-576-P; Kyle Strongin et al. v. Williamson County et al.; In the United States District Court for the Northern District of Texas
19. Cause No. 22-1152-C425; Catherine Johnston v. Chris Davis et al.; 425 Judicial District Court, Williamson County, Texas
20. Cause No. 22-1213; Williamson County v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425 Judicial District of Williamson County, Texas
21. Cause No. 22-1359-C368; Williamson County v. Ritter, Botkin Prime Construction Company, Inc., and Great American Insurance Company Of New York; In the 368th Judicial Court of Williamson County, Texas

c. EEOC/TWC matters:

d. Claims:

1. Property damage claim by Erica Walls

e. Other:

1. Legal matters pertaining to the Emergency Communications Department.
2. Legal matters pertaining to the GardaWorld contract.
3. Legal matters pertaining to Solara at Highland Horizon Condominium Project.
4. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
5. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
6. Legal matters relating to Application of Bryan I. Klepzig for a new Municipal Solid Waste Registration Compost Facility in Williamson County, Texas; Proposed Registration No. 42045.
7. Legal matters pertaining to vendor disqualification in relation to county purchasing solicitations.

62. 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).

63. 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).

64. Deliberate the appointment of the Judge of Williamson County Court at Law No. 5, to include possibly conducting interviews of candidates for such appointment (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

65. Discuss the deployment or specific occasions for implementation of security personnel or devices; or security audits in relation to the Williamson County Justice Center/Williamson County Courthouse (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

66. Discuss and take appropriate action concerning economic development.

67. Discuss and take appropriate action concerning real estate.

68. 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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9. 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
10. 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
11. 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
12. Cause No. 22-0159-C395; Gary Watsky v. Williamson County Sheriff Mike Gleason et al.; In the 395th District Court of Williamson County, Texas
13. Cause No. 2022CI0574; Chris Noel Carlin v. Jacquelyn F. Callanen, et al.; 408th District Court, Bexar County, Texas
14. Cause Number: 3SC-22-0044; James M. Martin and Rebecca S. Martin v. Williamson County Regional Animal Shelter; In The Justice Court Precinct Three of Williamson County, Texas
15. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division

16. Cause No. D-1-GN-22-002186; Chauncy Williams v. Williamson County Attorney's Office Victim Service's Division; 98th Judicial District Court, Travis County, Texas
17. Cause No. 22-0826-C368; Doyle "Dee" Hobbs, Jr., in his official capacity as Williamson County Attorney, v. AHFC Pecan Park PSH Non-Profit Corporation; In the 368th Judicial District Court of Williamson County, Texas
18. Civil Action No. 4-22CV-576-P; Kyle Strongin et al. v. Williamson County et al.; In the United States District Court for the Northern District of Texas
19. Cause No. 22-1152-C425; Catherine Johnston v. Chris Davis et al.; 425 Judicial District Court, Williamson County, Texas
20. Cause No. 22-1213; Williamson County v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425 Judicial District of Williamson County, Texas
21. Cause No. 22-1359-C368; Williamson County v. Ritter, Botkin Prime Construction Company, Inc., and Great American Insurance Company Of New York; In the 368th Judicial Court of Williamson County, Texas

c. EEOC/TWC matters:

d. Claims:

1. Property damage claim by Erica Walls

e. Other:

1. Legal matters pertaining to the Emergency Communications Department.
2. Legal matters pertaining to the GardaWorld contract.
3. Legal matters pertaining to Solara at Highland Horizon Condominium Project.
4. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
5. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
6. Legal matters relating to Application of Bryan I. Klepzig for a new Municipal Solid Waste Registration Compost Facility in Williamson County, Texas; Proposed Registration No. 42045.
7. Legal matters pertaining to vendor disqualification in relation to county purchasing solicitations.

69. 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.

70. Discuss, consider and take appropriate action regarding the appointment of the Judge of Williamson County Court at Law No. 5 to be effective as of October 1, 2022 and to serve until the next general election, in accordance with Gov't. Code Sec. 25.2481 and Gov't. Code Sec. Sec. 25.0009.

71. Comments from Commissioners.

72. 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 26th day of August 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: 08/30/2022

Line Item Transfer - PCT 2 Constable

Submitted For: Cynthia Long **Submitted By:** Willaim Beechinor, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Constable, Precinct 2.

Background

Line item transfers requested to cover the cost of fuel for the remainder of the fiscal year due to the unprecedented increase in fuel costs exceeding the budgeted amount.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0552-003006	Office Equipment	$500.00
From	0100-0552-003011	Computer Software	$500.00
From	0100-0552-003900	Membership Dues	$500.00
From	0100-0552-003311	Uniforms	$1500.00
From	0100-0552-004100	Professional Services	$500.00
From	0100-0552-004548	Radio Repairs & Maintenance	$500.00
To	0100-0552-003301	Gasoline	$4000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/23/2022 01:20 PM
Budget Office	Saira Hernandez	08/24/2022 10:35 AM

Form Started By: Willaim Beechinor Started On: 08/23/2022 11:29 AM

Final Approval Date: 08/24/2022

Commissioners Court - Regular Session **4.**

Meeting Date: 08/30/2022

Line Item Transfer

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

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is being requested to cover temp/seasonal funds for the remainder of the budget year out of Legislative Supplement.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0475-004902	Co Atty Leg Supplement	$4,844.25
To	0100-0475-001107	Temp Labor-Seasonal Help	$4,500.00
To	0100-0475-002010	FICA	$344.25

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 08:30 AM
Budget Office	Saira Hernandez	08/25/2022 08:38 AM
Form Started By: Stephanie Lloyd		Started On: 08/24/2022 03:47 PM
Final Approval Date: 08/25/2022		

Commissioners Court - Regular Session **5.**

Meeting Date: 08/30/2022

Animal Shelter Line Item Transfer

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

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

Background

The sustained hot temperatures and the rising cost of electricity has increased the animal shelter's utility costs. We need to move funds into 4430 in order to cover these costs. We propose to move $2986.76 from 3001, $3055.23 from 3010, $3750 from 3804, $772 from 3900, and $702.01 from 4500 into 4430. This would give the shelter $14500 to remain out of a deficit. We are requesting moving these funds in lieu of a budget amendment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004500	Maintenance Services	$702.01
From	0545.0545.003100	Office Supplies	$2,986.76
From	0545.0545.003010	Computer Equipment < $5,000	$3,055.23
From	0545.0545.003804	Immunizations	$3,750.00
To	0545.0545.004430	Utilities	$11,266.00
From	0545.0545.003900	Membership Dues	$772.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/22/2022 01:48 PM
Budget Office	Saira Hernandez	08/22/2022 03:31 PM
Form Started By: Misty Valenta		Started On: 08/19/2022 02:08 PM
Final Approval Date: 08/22/2022		

Commissioners Court - Regular Session **6.**

Meeting Date: 08/30/2022

LIT - HR

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

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

The funds will be used to purchase items to be utilized at recruitment events and will not exceed the cost per unit laid out within the Employee Policy Manual.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.004705	Pre Employment Screening	$1,700.00
To	0100.0402.004999	Misc.	$1,700.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 08:31 AM
Budget Office	Saira Hernandez	08/25/2022 08:38 AM
Form Started By: Rebecca Clemons		Started On: 08/24/2022 03:49 PM
Final Approval Date: 08/25/2022		

Commissioners Court - Regular Session **7.**

Meeting Date: 08/30/2022

Line Item Transfer

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

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

Background

Emergency Management is requesting a line item transfer to cover the remaining FY22 overtime costs.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0541-004541	Vehicle Maintenance and Repair	3,095.75
To	0100-0541-001110	Overtime	2,500.00
To	0100-0541-002010	FICA	191.25
To	0100-0541-002020	Retirement	404.50

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/24/2022 02:36 PM
Budget Office	Saira Hernandez	08/25/2022 07:58 AM
Emergency Management (Originator)	Michael Shoe	08/25/2022 08:42 AM
County Judge Exec Asst.	Becky Pruitt	08/25/2022 08:46 AM
Budget Office	Saira Hernandez	08/25/2022 09:16 AM
Budget Office	Saira Hernandez	08/25/2022 09:20 AM

Form Started By: Michael Shoe Started On: 08/24/2022 09:50 AM

Final Approval Date: 08/25/2022

Commissioners Court - Regular Session **8.**

Meeting Date: 08/30/2022

Line Item Transfer - Sheriffs Office

Submitted For: Mike Gleason **Submitted By:** Terri Countess, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is being requested to cover scheduled training for FY22.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004100	Professional Services	$25,000.00
To	0100.0560.004232	Training, Conf., Seminars	$25,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/24/2022 09:42 AM
Budget Office	Saira Hernandez	08/24/2022 10:35 AM
Form Started By: Terri Countess		Started On: 08/24/2022 09:14 AM
Final Approval Date: 08/24/2022		

Commissioners Court - Regular Session **9.**

Meeting Date: 08/30/2022

Line Item Transfer-Corrections

Submitted For: Mike Gleason **Submitted By:** Terri Countess, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is being requested to cover inmate medical bills.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003008	LE Equipment	$27,410.00
From	0100.0570.003311	Uniforms	$17,431.66
From	0100.0570.003901	Publications	$1,354.71
From	0100.0570.004500	Maintenance Contracts	$6,900.00
From	0100.0570.004543	Repairs to Equipment	$8,000.00
From	0100.0570.004544	Repairs to office equipment	$1,500.00
From	0100.0570.004208	Internet Cloud	$21,200.00
To	0100.0570.003316	Medical/Hospital	$83,796.37

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/24/2022 09:42 AM
Budget Office	Saira Hernandez	08/24/2022 11:15 AM
Sheriff (Originator)	Terri Countess	08/24/2022 01:16 PM
County Judge Exec Asst.	Becky Pruitt	08/24/2022 02:35 PM
Budget Office	Saira Hernandez	08/25/2022 07:30 AM
Budget Office	Saira Hernandez	08/25/2022 08:21 AM

Form Started By: Terri Countess Started On: 08/24/2022 08:58 AM

Final Approval Date: 08/25/2022

Commissioners Court - Regular Session **10.**

Meeting Date: 08/30/2022

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to meet project schedule deadlines.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005200	Right of Way	$41,000.00
To	0200-0210-001110	Overtime	$33,000.00
To	0200-0210-002010	FICA	$2,600.00
To	0200-0210-002020	Retirement	$5,400.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/24/2022 08:13 AM
Budget Office	Saira Hernandez	08/24/2022 10:35 AM
Form Started By: Kelly Murphy		Started On: 08/22/2022 08:28 AM
Final Approval Date: 08/24/2022		

Commissioners Court - Regular Session **11.**

Meeting Date: 08/30/2022

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to continue supplying road crew members with needed safety supplies.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005700	Vehicles > $5,000	$2,500.00
To	0200-0210-003102	Safety Supplies	$2,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/23/2022 03:01 PM
Budget Office	Saira Hernandez	08/24/2022 10:35 AM
Form Started By: Kelly Murphy		Started On: 08/22/2022 08:34 AM
Final Approval Date: 08/24/2022		

Commissioners Court - Regular Session **12.**

Meeting Date: 08/30/2022

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to continue with ongoing CSR work.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003552	Concrete	$25,500.00
To	0200-0210-001151	CSR Salaries	$20,000.00
To	0200-0210-002010	FICA	$2,000.00
To	0200-0210-002020	Retirement	$3,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/24/2022 08:28 AM
Budget Office	Saira Hernandez	08/24/2022 10:35 AM
Form Started By: Kelly Murphy		Started On: 08/23/2022 03:32 PM
Final Approval Date: 08/24/2022		

Commissioners Court - Regular Session **13.**

Meeting Date: 08/30/2022

Internal Department Transfers of Assets Greater than $5,000

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department report of asset dispositions through Internal Department Transfer, pursuant to Tx. Local Gov't Code 263.152.

Background

Mobile Outreach is requesting to transfer three Motorola APX 7500 Dual Band Remote Mount systems to three County Departments. The units will be transferred to Corrections, Juvenile Services and the Sheriff's Office. Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Transfer of Assets Greater than 5K from Mobile Outreach 8.30.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/25/2022 06:37 AM
County Judge Exec Asst.	Becky Pruitt	08/25/2022 08:28 AM
Form Started By: Mary Watson		Started On: 08/18/2022 11:11 AM
Final Approval Date: 08/25/2022		

Asset Status Change

Title:	i:0#.f|membership|jwilliby@wilco.org - 06-07-2022
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Capital Asset (greater than $5000)
1. Quantity (Mandatory):	1
1. Description:	Motorola APX 7500 Dual Band - Remote Mount, installed in MB1697
1. Manufacturer ID #:	656CSV1512, Asset #197085
1. Oracle Asset #:	197085
1. Condition of Assets:	Working
Transferring Dept.:	Mobile Outreach
Transferring Dept. Contact Person	Jeanne Williby
Transferring Dept. Contact Ph#:	943-3588
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jeanne Williby 7/6/2022 1:10 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Corrections
Receiving Department Contact Person:	Pat Erickson
Receiving Dept. Contact Ph#:	943-1300
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Pat Erickson 8/19/2022 2:16 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	8/30/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jwilliby@wilco.org - 15-06-2022
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Capital Asset (greater than $5000)
1. Quantity (Mandatory):	1
1. Description:	Motorola APX 7500 Dual Band - Remote Mount
1. Manufacturer ID #:	656CSV1487, Asset #197079
1. Oracle Asset #:	197079
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Motorola APX 7500 Dual Band - Remote Mount
2. Manufacturer ID #:	656CSV1503, Asset #197080
2. Oracle Asset #:	197080
2. Condition of Assets:	Working
Transferring Dept.:	Mobile Outreach
Transferring Dept. Contact Person	Jeanne Williby
Transferring Dept. Contact Ph#:	943-3588
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jeanne Williby 6/15/2022 2:31 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Juvenile Services
Receiving Department Contact Person:	Scott Matthew
Receiving Dept. Contact Ph#:	943-3206
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	John Pelczar
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ John Pelczar 8/19/2022 2:32 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	8/30/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jwilliby@wilco.org - 06-07-2022
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Capital Asset (greater than $5000)
1. Quantity (Mandatory):	1
1. Description:	Motorola APX 7500 Dual Band - Remote Mount, installed in MB1409
1. Manufacturer ID #:	656CSV1514, Asset #197087
1. Oracle Asset #:	197087
1. Condition of Assets:	Working
Transferring Dept.:	Mobile Outreach
Transferring Dept. Contact Person	Jeanne Williby
Transferring Dept. Contact Ph#:	943-3588
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jeanne Williby 7/6/2022 1:12 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Sheriff's Office
Receiving Department Contact Person:	Pat Erickson
Receiving Dept. Contact Ph#:	943-1300
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Pat Erickson 8/19/2022 2:17 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	8/30/2022

Asset Status Change

Commissioners Court - Regular Session **14.**

Meeting Date: 08/30/2022

Assets for Auction 8.30.22

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including one (1) 2015 Chevrolet Tahoe Vin #4961 and one (1) 2009 Chevrolet Malibu Hybrid Vin #9235, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSC Assets for Auction 8.30.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/25/2022 06:39 AM
County Judge Exec Asst.	Becky Pruitt	08/25/2022 08:29 AM
Form Started By: Mary Watson		Started On: 08/19/2022 04:17 PM
Final Approval Date: 08/25/2022		

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2EC9FR624961
Equipment/Door Number	SB1579
License Plate	GCZ1916
Year	2015
Make	CHEVROLET
Model	TAHOE
Comments (mileage, mechanical issues, other info)	121213 MILEAGE REPLACED FY21
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Pat Erickson 8/17/2022 12:44 PM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/17/2022 2:01 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Logan Smith 8/17/2022 2:04 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 8/17/2022 2:26 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 8/18/2022 11:00 AM

Vehicle Status Change

Reason for Status Change	NOT MECHANICALLY SOUND
Department	576 - Juvenile Services
County VIN/Serial Number	1G1ZF57559F189235
Equipment/Door Number	JA0975
License Plate	1266020
Year	2009
Make	Chevrolet
Model	Malibu Hybrid
Comments (mileage, mechanical issues, other info)	The car needs extensive repairs.
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ John Pelczar 8/16/2022 2:51 PM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Repairs exceed value
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 8/17/2022 2:48 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Logan Smith 8/17/2022 3:41 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 8/18/2022 7:15 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 8/18/2022 1:40 PM

Commissioners Court - Regular Session **15.**

Meeting Date: 08/30/2022

Approval of Agreement with HEB Pharmacy for on-site Flu Immunizations for Human Resources 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 agreement with HEB Pharmacy and Williamson County for Wilco Employee Influenza, in the estimated amount of $10,800.00 and authorizing the execution of the agreement.

Background

This Agreement will provide on-site immunizations to Williamson County Employees during the Benefit Fair on September 28, 2022. Pricing and scope of services are listed in the agreement. We are estimating a possible 300 Onsite Flu Shots (300 x $36.00) = $10,800.00. Additional vaccines will include COVID-19. Three quotes have been obtained by the department. The funding source is 01.0885.0885.004996 – Wellness Program and the point of contact is Shelley Loughrey.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/24/2022 02:37 PM
Purchasing (Originator)	Joy Simonton	08/25/2022 11:45 AM
Form Started By: Johnny Grimaldo		Started On: 08/24/2022 02:08 PM
Final Approval Date: 08/25/2022		

P.O. Box 839999, San Antonio, Texas 78283-3999

H-E-B Pharmacy Agreement to Administer Immunizations for Williamson County

I. Overview

H-E-B Pharmacy (H-E-B) will provide immunizations to Williamson County (EMPLOYER) employees on agreed-upon clinic dates. H-E-B will supply licensed and certified personnel to perform immunizations and will supply all vaccine, medical supplies, and personal protective equipment (PPE) to be worn by its staff. EMPLOYER will provide certain supports for infection control and safety as outlined below or will pay the indicated fee. Benefit eligibility will be verified at the time of service through an employee identification process agreed to by EMPLOYER. H-E-B will provide immunizations to non-eligible employees and guests through individual payment at the discounted price offered to EMPLOYER.

II. Pricing**

H-E-B will offer the following vaccines for EMPLOYER clinic(s). Your H-E-B Pharmacy contact can explain the difference in product to you. Once the vaccines are selected, H-E-B will provide the vaccinations to EMPLOYER employees either through insurance billing or invoicing arrangement as outlined below. Vaccinations billed to EMPLOYER insurance will be billed via claims submission at the prevailing insurance contract rate between EMPLOYER insurance and H-E-B. For vaccinations invoiced to EMPLOYER, H-E-B will extend the following rates:

# of shots	Quadrivalent Flu Vaccine price per dose
0-40	$39.00
41-100	$38.00
101-200	$37.00
201+	$36.00

Additional vaccines will be offered at the following rates:

Vaccine Type	Price Per Dose
COVID-19	$40 admin fee
Other (ex. Flu Vaccine for ages 65+, Pneumonia, Shingles, etc.)	Price upon request

** The discounted rates shown are contingent on EMPLOYER granting exclusive rights to H-E-B to execute vaccination clinics at the sites designated below for the period from August 1, 2022 through January 31, 2023, meeting the clinic minimum of 30 shots per hour on site, and availability of vaccine. Volume and/or other discounts may apply. Any clinic that does not meet the minimum of 30 doses administered will be charged the difference between $1170 and the actual amount billed for doses administered. Your H-E-B representative is available to discuss in more detail. H-E-B may change the pricing set forth herein at any time to reflect changes in supply and/or procurement costs and/or other changes in the market upon 30 days' prior written notice to you.

III. Product selection

EMPLOYER has selected (check all that apply) ☒ quadrivalent flu vaccine ☒ flu vaccine for those over 65
☐ COVID-19 vaccine ☐ Other (specify):_____

IV. Infection Control

H-E-B will supply

- PPE for its staff

- Hand sanitizer for participant use during clinic
- Virucidal, germicidal cleaning supplies to sanitize the clinic workspace

EMPLOYER will supply the items and commit to the processes outlined below:

- Require employees to wear a face mask while participating in the clinic
- Communicate to employees that they must be fever-free to participate
- Provide access to the consent forms provided by H-E-B prior to the clinic to allow for pre-completion
- Provide location for the event that supports social distancing
- Provide an on-site representative to help with social distancing and check-in

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

VI. 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.

VII. Clinic Scheduling

Site	Date	Est Total Shots	Est # children <18
100 Wilco Way #101 Georgetown, TX 78626	**9/28/2022 from 9am-2pm**	**200**	

VIII. Billing - For each question below, please check your response and fill in the corresponding blanks

1. Services paid on-site at time of service?

☐ Yes ☒ No Proceed to # 2

2. H-E-B bill insurance electronically (claims submission)?

☐ Yes ☒ No Proceed to #3

Insurance Name: _____

BIN, PCN, Group: _____

Group #: _____

3. H-E-B bill <u>INSURANCE</u> via invoice after clinic completion?

☐ Yes ☒ No Proceed to #4

P.O. Box 839999, San Antonio, Texas 78283-3999

Insurance Name: _____

Where to mail invoice? _____

Billing Contact: Name: _____
Phone: _____
Email: _____

Billing requirement: (i.e. Do you need employee names, employee signature, copay, etc)

_____

4. H-E-B Bill EMPLOYER via invoice after clinic completion?

☒ Yes

Where to mail invoice? Williamson County
100 Wilco Way #101
Georgetown, TX 78626

Billing Contact: Name: Shelley Loughrey
Phone: 512-943-1604
Email: sloughrey@wilco.org

Billing requirement: (i.e. Do you need employee names, employee signature, etc)

_____

☐ No Proceed to #5

5. Billing requirements/notes not mentioned in items 1-5? Example: Does your company require a vendor set-up process?

_____

_____

IX. Acknowledgement. I, the undersigned am authorized to make billing and payment arrangements on behalf of Williamson County for the provision of immunizations by H-E-B Pharmacy. I understand and agree that participant shots will be invoiced by H-E-B in the manner described above, including the minimum dose requirement (applies if less than 30 shots per hour). I understand if payment is not received within 60 days of service, H-E-B will bill the participant directly.

For Williamson County **Print Name** _____
Sign _____
Date _____

For H-E-B **Print Name** Gretta Leckbee, RPh
Sign *Gretta Leckbee*

Commissioners Court - Regular Session **16.**

Meeting Date: 08/30/2022

Training Strategies Inc.

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a professional services agreement between Williamson County and Training Strategies, Inc in the amount of $1,500 and authorizing the execution of the agreement.

Background

This agreement is for a not-to-exceed amount of $1,500 plus travel expenses. The contractor will provide training as outlined in the Statement of Work attached as an exhibit to the agreement for the Williamson County Auditor's Office. The training will be provided in a County Facility.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Training Strategies Inc

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 08:50 AM
Form Started By: Julie Kiley		Started On: 08/25/2022 08:30 AM
Final Approval Date: 08/25/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR TRAINING AGREEMENT(S)

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

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Training Strategies, Inc** (hereinafter "Company").

I.

Services: Company shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Company 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/Quotation, dated August 16, 2022 which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in attached Exhibit, 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. Company 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.

Consideration & Compensation: Company will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is $1500 for one class 2.5 hours in duration, plus traveling expenses (hotel, per diem, mileage) unless amended by a change order and approved by the**

Williamson County Commissioners Court. Travel expenses will be reimbursed in accordance with the Williamson County Vendor Reimbursement Policy

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.

III.

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 fourteen (14) 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.

IV.

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

V.

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

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.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature
Date:_____, 202_

COMPANY: Training Strategies, Inc.

Nancy H. Baird, President/CEO
Authorized Signature
Date: August 18, 2021

Nancy H. Baird
Training Strategies, Inc.

(713) 680-1727 (work) – (713) 569-2469 (cell)
nbaird@sbcglobal.net
http://www.nancybairdtraining.com/

Williamson County Auditor's Office

Training Proposal

Speaking with One Voice: Building a Strategic Action Team

Trainer

Nancy H. Baird, M.Ed., is the president of Training Strategies, Inc., a Human Resources consulting company specializing in training, consulting, and management and organizational development. During her 30 years of consulting, Nancy has provided extensive expertise in Human Resources including setting up the Human Resources Department for an oil and gas company in Houston for two years. Nancy began her career with Harris County where she worked as a Juvenile Probation Officer and Training Specialist.

Nancy is a dynamic facilitator who has more than 30 years of experience conducting training and developing training materials. She has conducted workshops for more than 300 companies, associations and agencies, including the United Way of the Texas Gulf Coast, Hilcorp Energy Company, Scientific Drilling International, Cathexis Oil & Gas, LLC, Mariner Energy, Vinson & Elkins LLP, Baker & McKenzie Law Firm, Friedkin Companies, MD Anderson Cancer Center, Sam Houston State University's Correctional Management Institute of Texas (CMIT), and Rice University.

Nancy, a native Houstonian, attended the University of New Mexico and received her undergraduate degree in Anthropology and a Master of Education Degree in Educational Psychology from the University of Houston. She is an expert in designing creative training programs that change the way people think and in guiding organizations to develop empowered teams, and vital, realistic strategic plans. Her humor and energy invite participants to learn and work in a relaxed, positive atmosphere. People do not forget Nancy Baird and her unique training and facilitating abilities.

Instructional Methods

The workshop will include lecture, guided group discussion, assessments, individual and group activities, and action plans.

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Workshop Overview and Objectives

Great teams are energizing and productive, delivering breakthrough results. In an effective team, everyone understands how to contribute in ways that support team outcomes that go above and beyond what any individual could accomplish alone. This synergism—the interaction of elements that when combined produce a total effect that is greater than the sum of the individual contributions—is required to create successful team dynamics as well as organizational success.

But teamwork isn't always easy. Even the best teams, with the most well-intentioned colleagues, can encounter problems that hinder their collective accomplishments. To improve results the team members who are committed to and responsible for the achievement of the **Williamson County Auditor's Office** long-term success must be focused and work together to ensure positive long-term departmental and ultimately organizational results. Especially during times of major organizational transitions. Thriving, as opposed to just surviving, these transitions should be the goal of each team member to increase overall organizational success.

This workshop will provide strategies and techniques for building a great team focused on cultivating maximum team productivity, enhancing communication and trust, and successfully navigating organizational transitions.

At the conclusion of this training, participants will be able to:

1. Identify personal strengths and ways in which these strengths have helped them be an exceptional team member, especially during times of organizational transitions.
2. Describe a "pessimist" and an "optimist" and how their behavior and beliefs impact their personal and team productivity.
3. Identify personal communication styles and the way in which different styles affect personal effectiveness and individual and team performance.
4. Demonstrate strategies to increase effective communication with different styles to maximize overall productivity of the team.
5. Define the term *"implicit bias"* and how it impacts teamwork and overall team results.
6. Identify the stages of change and examples of ways in which personnel, who are experiencing professional transitions, "burn their bridges" by their actions, and methods to increase their success during the transition.
7. Identify methods to increase team skills and the ability for the team members to build trust and be consistent in speaking with "one voice."
8. Identify the characteristics of successful teams and methods to increase unity among team members in order to consistently expect exceptional results, especially during organizational changes.
9. Develop a plan of action for personal leadership, more communication focusing on positive results, and overall team success.

Materials and Equipment

To be provided by **Williamson County Auditor's Office:**

- Training room, set-up with tables and chairs.
- Participant handouts.

To be provided by **Training Strategies, Inc.**:

- Master copy of participant handouts that will include customized skill practice exercises, handouts, assessments, worksheets.

Workshop Format

This workshop will be presented in a 2 ½ hour session on September 14, 2022. Below is a sample agenda:

9:00 a.m. – 11:00 a.m.	*Welcome and Introductions*
	Personal Strengths and Success Strategies
	Pessimist versus Optimist: It's Between Your Ears
	Communication Styles: Speak So People Listen…Listen So People Speak
	Implicit Bias: How It Affects Teamwork
11:00 a.m. – 11:30 a.m.	*Stages of Change: Don't Burn Your Bridges*
	Speaking with One Voice: *Why It Matters!*
	Organizational Transitions: How to Build a Strategic Action Team to Navigate and Achieve Success
	Personal Plan of Action
	Adjourn

Cost

The cost includes development and delivery of the one-day workshop and master copy of participant handouts.

$ 1,500.00 plus travel expenses (mileage (Houston to Georgetown), one night hotel lodging)

Commissioners Court - Regular Session **17.**

Meeting Date: 08/30/2022

Approval of Renewal #1 for Contract #T1289 Landscape for Parks with Heart of Texas Landscape

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Contract #T1289 Landscape for Williamson County Parks Contract Renewal Period #1, for the same pricing, terms and conditions as the existing contract with Heart of Texas Landscape & Irrigation Co Inc for the term of October 1, 2022 - September 30, 2023.

Background

This is the first (1) renewal period for this contract. The Parks Department requests this renewal. The annual contract amount consists of the base cost $123,255 plus $105,758.00 of approved alternates for additional properties for a total annual cost of $229,013.00. Funding source 01.0100.0510.003541. Department Point of Contact is Russell Fishbeck.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T1289 Renewal #1 and Price Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/25/2022 10:04 AM
County Judge Exec Asst.	Becky Pruitt	08/25/2022 10:18 AM
Form Started By: Kim Chappius		Started On: 08/23/2022 01:33 PM
Final Approval Date: 08/25/2022		

WILLIAMSON COUNTY

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	T1289	**Department:**	PARKS
Vendor Name:	HEART OF TEXAS LANDSCAPE & IRRIGATION CO.		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 FOR PARKS LANDSCAPING			
Type of Contract:	RFP	**Start Date:**	10/01/2022
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	09/30/2023
Department Contact:	RUSSELL FISHBECK (PARKS DIRECTOR)		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1ST of FOUR (4) year renewal option periods:**

Renewal Option Period 1	OCTOBER 1, 2022 – September 30, 2023
Initial Contract Period	OCTOBER 1, 2020 – September 30, 2022

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Heart of Texas Landscape

Name Dustin Finch

Title Acct. manager

Signature [signature]

Date 8/23/22

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

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

WILLIAMSON COUNTY

Purchasing Department

T1289-Landscape Services for Williamson County Parks

Location	Price
1. General Services Sports Fields Turf	$20,655.00
2. Southwest Williamson County Regional Park	$102,600.00
3. Williamson County Regional Park - Cricket Field	$1,924.00
4. Williamson County Regional Park – Commons Area	$2,025.00
5. Champion Park located at 3830 Brushy Creek Road, Cedar Park, TX 78613	$12,825.00
6. Brushy Creek Trail – Bridge over Brushy Creek at Twin Lakes Park to HWY 183A Bridge and East end of dam at Brushy Creek Lake Park to Champion Park	$3,156.00
7. Lake Creek Trail located at 9505 Braes Valley, Austin, TX 78729	$7,375.00
8. County Road 175 median, Round Rock, TX 78681	$6,868.00
9. Berry Springs Park & Preserve located 1801 CR 152, Georgetown, TX 78626	$10,935.00
10. Williamson County Regional Park – Disc Golf Course (fairways & pathways only)	$3,645.00
11. Brushy Creek Trail Alternate Route – NW of Champion Park and along Brushy Creek Road	$743.00
12. Expo Center located at 5850 Bill Pickett, Taylor, TX 76574	$10,632.00
13. River Ranch County Park at 194 Reveille Way, Liberty Hill, TX 78642	$29,700.00
14. Williamson County Regional Park – Fire Break	$8,100.00
15. Expo Center RV Park	$5,400.00
16. Berry Spring East Grove	$2,025.00
17. Berry Spring Irrigated Trees	$405.00
TOTAL	**$229,013.00**

Commissioners Court - Regular Session **18.**

Meeting Date: 08/30/2022

Approval of Contract Renewal #3 for Contract #1807-251 Landscape Red and White Greenery

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 extension of Landscape Maintenance Services Contract #1807-251, Renewal Period #3, with Red & White Greenery, Inc. for the term of October 1, 2022 – September 30, 2023, for the same pricing, terms and conditions as the existing contract, with the exception of the Landscape Services for Williamson County Price Sheet, which updates Williamson County facilities locations, services and fees, attached herein as if copied in full, and is subject to Commissioners Court approval.

Background

This is the third and final renewal for this contract. The Facilities Management Department. This expenditure is in the FY23 budget and will be charged to multiple departments. Refer to listing below for cost centers:

$424,046 Facilities - 01.100.509.4810 - Lawn Maintenance
$10,608 Wireless Communications - 0507.0507.004545 – 800 MHz Tower Maintenance
$32,802 Road and Bridge - 01.0200.0210.003541 Contract Mowing
$17,998 Animal Shelter - 01.0545.0545.004810 Lawn Maintenance

Total renewal of contract: $485,454.00

The department points of contact are Christi Stromberg and Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1807-251 Renewal #2
1807-251 Renewal #1
1807-251 Renewal #3

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/25/2022 08:59 AM
County Judge Exec Asst.	Becky Pruitt	08/25/2022 09:05 AM
Form Started By: Kim Chappius		Started On: 08/18/2022 09:21 AM
Final Approval Date: 08/25/2022		

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Facilities
Vendor Name:	Red White Greenery		
Vendor Address:	P O Box 126, Georgetown, Texas 78633		
Purpose/Intended Use of Product or Service (summary):			
Landscape Maintenance Services			
P.O./Contract Number:	1807-251	**Effective Date:**	10/01/2021
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/30/2022
Requested By:	Christi Stromberg, Assistant Facilities Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract, with the exception of the Landscape Services for Williamson County Price Sheet, which updates county facilities locations, services and fees, attached herein as if copied in full and is subject to Commissioners Court approval.**
- Please include the following:
  - Completed Texas Ethics Commissions Form 1295; And
  - Renewed Certificate of Insurance
- **Extend Contract for the 2nd of three (3) one- year renewal option periods:**

Renewal Option Period 2	October 01, 2021 –September 30, 2022
Renewal Option Period 1	October 01, 2020– September 30, 2021
Initial Contract Period	October 01,2018 – September 30, 2020

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

Vendor Red & White Greenery

Name Jason Fuller

Title President

Signature

Date 9/13/21

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

Bill Gravell

Williamson County Judge

Signature

Date

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY (1 OF 6)

CLASS A PROPERTY	Maintenance Cost per site visit (x48)	Annual Pre-emergent Cost(x2)	Annual Fertilization Cost (x2)	Annual Turf Aeration Cost	Annual Mulching Cost	Total Annual Cost per Property
1. Courthouse (updated cost)	$134	$208	$403	$289x12	$934	12056
1A. Blow off porches & sidewalks		$58x2 x52 =				6032
1B. Clean off chalk	$60 as needed					2880
1C. Additional Services			Gypsum $414 x 4	Liquid fertilizer $266 x 8	Peat moss $930	4714
2. Sheriff Admin/Jail	$92	$101	$187	$85	$1246	6323
3. WC Justice Center	$64	$98	$213	$85	$1012	4791
4. Parking Garage for CJC/Jail	$60	$93	$232	$75	$1246	4851
5. Georgetown Tax Office including CarQuest	$49	$55	$70	$50	$151	2803
6. Inner Loop Annex	$192	$305	$414	$280	$740	11674
7. Juvenile Justice Center	$345	$805	$2400	$420	$820	24210
8. Central Maintenance Facility	$188	$70	$232	$120	$158	9906
9. Children's Advocacy Center	$82	$128	$358	$107	$1246	6261
10. Cedar Park Annex	$133	$91	$253	$130	$623	7825
11. Jester Round Rock Annexes	$272	$550	$1262	$300	$984	17964
12. Taylor Annex	$55	$40	$55	$55	$100	2985
13. JP Pct#4	$48	$87	$138	$80	$94	2928
14. Hutto Condos	$80	$100	$75	$50	$325	4509
15. Facilities Services Center	$57	$86	$205	$60	$100	3478
16. Emergency Services Operation Cntr	$322	$310	$767	$380	$4860	22850
17. Texas Ave Bldg	$92	$60	$120	$60	$880	5716
18. Animal Shelter	$250	$195	$400	$150	$779	16558
18A. Animal Shelter (extra ROW)	$80					3840
19. Sheriff Office Training Center	$325	$50	$75	$50	$1300	17200
20. North Campus	$1095	$350	$700	$300	$5225	60185
21. Georgetown Annex	$115	$250	$700	$300	$5800	13520
22. Adjacent Justice Center	$95	$125	$300	$75	$440	5500
TOTAL ANNUAL COST FOR CLASS A PROPERTIES=>						$281,559

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (2 OF 6)

CLASS B PROPERTY	Maintenance Cost per site visit (x48)	Mulching Cost	Total Annual Cost
1. Georgetown Health Clinic	$22	N/A	1056
2. Old DPS Bldg	$23	$70	1174
3. TABC/Game Warden	$12	$40	616
4. Lott Building	$40	N/A	1920
5. Brown House on Main (currently Leased)	$33	N/A	1584
6. Brick Houses on MLK	$61	$302	3230
7. Old Jail	$41	$204	2172
8. LifeSteps- Red House on Main	$26	$90	1338
9. 508 Holly St	$26	N/A	1248
10. Round Rock Annexes Bldg A&B	$118	$800	6464
11. Taylor Health Clinic	$23	$12	1116
12. Taylor SO	$24	$32	1184
13. Medic #41	$28	$46	1390
14. Medic #42	$22	$14	1070
TOTAL ANNUAL COST FOR CLASS B PROPERTIES=>			$25,562

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (3 OF 6)

CLASS C PROPERTY	Maintenance Cost per site visit	(x12)	Total Annual Cost
1. Block South of Jail/SO upper & lower parking lots	$36		432
2. Parking Lot on MLK, South of CJC	$32		384
3. HWY 29 Property (currently leased)	$128		1536
4. Taylor R&B Yard	$130		1560
5. Operation Liberty Hill	$150		1800
6. Florence R&B Yard	$90 + $80 (herbicide)		2040
TOTAL ANNUAL COST FOR CLASS C PROPERTIES=$			$7,752

SHREDDING	Maintenance Cost per site visit	(x4)	Total Annual Cost
1. CMF, 50 Acres	$1610		6440
2. RR Jester, 16.6 +5.44 =22.04 Acres	$815		$3260
3. CAC,JJC,ESOC,AS, 90 Acres	$2200		8800
4. Landfill Farmstead, 5 Acres	$260		1040
5. SOTC, 32.5 Acres	$1100		4400
TOTAL ANNUAL COST FOR SHREDDING=$			$23,940

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (4 OF 6)

If properties are to be added during the course of the contract or if irrigation repairs are needed, please provide pricing information for the following:

Irrigation Repair $/hr *	Maintenance Cost ($/sq ft) (minimum site charge?)	Pre-emergent Cost ($/sq ft)	Fertilization Cost ($/sq ft)	Turf Aeration Cost ($/sq ft)	Mulching Cost Installed price $/cu ft.	Shredding Cost ($/acre) (min site charge?)
38	.006/sf ($25 min)	.0075	.015	.20	$2.25	$48 ($250 min)

*material costs will only be asked of successful proposer prior to beginning contract.

RADIO TOWERS	Maintenance Cost per site visit	Herbicide Cost per site visit	(x6)	Total Annual Cost
1. Taylor	$90	$60		900
2. Granger	$90	$60		900
3. Thrall	$90	$60		900
4. Twin Towers on Inner Loop	$70	$45		690
5. Back Up at Rabbit Hill	$80	$45		750
6. Cedar Park Cougar Country	$70	$50		720
7. Cedar Park Fire Ln	$90	$60		900
8. Liberty Hill	$90	$70		960
9. Tower Road	$80	$60		840
TOTAL ANNUAL COST FOR RADIO TOWERS=>				$7,560

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (5 OF 6)

GUN RANGE	Maintenance Cost per site visit	Times per Year	Total Annual Cost
1. General Area Mowed & Trimmed 19 Acres	$860	x 48	41280
2. Berms 10 Acres	$975	x 2	1950
3. Unimproved Areas Shredded and Fences Trimmed 5 Acres	$250	x 4	1000
4. Graveled Areas/Herbicide Applications	$60	x 48	2880
5. Herbicide Fence	$190	X48	9120
6. Additional Areas	$180	X48	8640
TOTAL ANNUAL COST FOR GUN RANGE=>			$64,870

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (6 OF 6)

ROW MOWING	Maintenance Cost per site visit	(x6)	Total Annual Cost
1. Anderson Mill Part 1	$266	X6	1596
2. Anderson Mill Part 2	$180	X6	1080
3. Anderson Mill Part 3	$230	X6	1380
4. AW Grimes	$90	X6	540
5. Gattis School Rd Part 1	$100	X6	600
6. Gattis School Rd Part 2	$100	X6	600
7. Sam Bass Waterway	$240	X6	1440
8. Pearson Ranch Rd Part 1	$780	X6	4680
9. Pearson Ranch Rd Part 2	$230	X6	1380
10. Neenah Ave	$250	X6	1500
11. Quick Hill	$100	X6	600
12. Grand Ave Parkway	$45	X6	270
13. Bartlett Farm House	$280	X 12	3360
14. Bell Gin Property	$180	X 12	2160
15. Stubblefield Props	$240	X 12	2880
16. 20 Gabriel Forest	$200	X 12	2400
17. Anderson Mill Det. Pond, .53 Acres	$200	X 6	1200
18. 175 CR 138, Hutto	$170	X 6	1020
19. 131 Estate Cv	$95	x 12	1140
20. Valley View Dr	$80	X 12	960
21. 128 Estate Cv	$110	X12	1320
22. 130 Estate Cv	$90	X12	1080
23. 100 Dana Dr	$75	X12	900
24. 101 Dana Dr	$100	X12	1200
25. 102 Dana Dr	$65	X12	780
26. 104 Dana Dr	$65	X12	780
27. 106 Dana Dr	$70	X12	840
28. 100 Little Lake Rd	$140	X12	1680
29. 105 Dana Dr	$80	X12	960
30. 12635 Hwy 79	$175	X12	2100
TOTAL ANNUAL COST FOR ROW MOWING=>			$42,426

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Facilities
Vendor Name:	Red White Greenery		
Vendor Address:	P O Box 126, Georgetown, Texas 78633		
Purpose/Intended Use of Product or Service (summary):			
Landscape Maintenance Services			
P.O./Contract Number:	1807-251	**Effective Date:**	10/01/2020
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09/30/2021
Requested By:	Christi Stromberg, Assistant Facilities Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- Please include the following:
  - Completed Texas Ethics Commissions Form 1295; And
  - Renewed Certificate of Insurance
- **Extend Contract for the 1st of three (3) one- year renewal option periods:**

Renewal Option Period 1	October 01, 2020– September 30, 2021
Initial Contract Period	October 01,2018 – September 30, 2020

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

Vendor Red & White Greenery, Inc

Name Jason Fuller

Title President

Signature

Date 9/11/20

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

Bill Gravell

Williamson County Judge

Signature Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Sep 29, 2020 17:27 CDT)

Date Sep 29, 2020

Agenda Item #32, 09.29.2020, Landscape Maintenance Renewal, Red and White Greenery

Final Audit Report 2020-09-29

Created:	2020-09-29
By:	Kerstin Hancock (khancock@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHy4olhYkNxCUQDvNS-7kyuwN8AVSucxz

"Agenda Item #32, 09.29.2020, Landscape Maintenance Renewal, Red and White Greenery" History

Document created by Kerstin Hancock (khancock@wilco.org)
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Document e-signed by Judge Bill Gravell Jr. (bgravell@wilco.org)
Signature Date: 2020-09-29 - 10:27:05 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2020-09-29 - 10:27:05 PM GMT

POWERED BY
Adobe Sign

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (1 OF 6)

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

The undersigned Respondent, having become familiar with this RFP agrees to furnish Landscape Maintenance Services in accordance with this RFP.

CLASS A PROPERTY	Maintenance Cost per site visit (x48)	Annual Pre-emergent Cost	Annual Fertilization Cost	Annual Turf Aeration Cost	Annual Mulching Cost	Total Annual Cost per Property
1. Courthouse	3840.00	416.00	806.00	289.00	934.00	6285.00
1A. Blow off porches & sidewalks	58.00	x2 x52 =				6032.00
2. Sheriff Admin/Jail	4416.00	202.00	374.00	85.00	1246.00	6323.00
3. WC Justice Center	3072.00	196.00	426.00	85.00	1012.00	4791.00
4. Parking Garage for CJC/Jail	2880.00	186.00	464.00	75.00	1246.00	4851.00
5. Georgetown Tax Office including CarQuest	2352.00	110.00	140.00	50.00	151.00	2803.00
6. Inner Loop Annex	9216.00	610.00	828.00	280.00	740.00	11674.00
7. Juvenile Justice Center	16560.00	1610.00	4800.00	420.00	820.00	24210.00
8. Central Maintenance Facility	9024.00	140.00	464.00	120.00	158.00	9906.00
9. Children's Advocacy Center	3936.00	256.00	716.00	107.00	1246.00	6261.00
10. Cedar Park Annex	6384.00	182.00	506.00	130.00	623.00	7825.00
11. Jester Round Rock Annexes	13056.00	1100.00	2524.00	300.00	984.00	17964.00
12. Taylor Annex	2640.00	80.00	110.00	55.00	100.00	2985.00
13. JP Pct#4	2304.00	174.00	276.00	80.00	94.00	2928.00
14. Hutto Annex	3360.00	210.00	394.00	85.00	460.00	4509.00
15. Facilities Services Center	2736.00	172.00	410.00	60.00	100.00	3478.00
16. Emergency Services Operation Cntr	15456.00	620.00	1534.00	380.00	4860.00	22850.00
17. Texas Ave Bldg	4416.00	120.00	240.00	60.00	880.00	5716.00
18. Animal Shelter	12000.00	390.00	800.00	150.00	3218.00	16558.00
19. Sheriff Office Training Center	15600.00	100.00	150.00	50.00	1300.00	17200.00
20. North Campus	52560.00	700.00	1400.00	300.00	5225.00	60185.00
21. Georgetown Annex	5520.00	500.00	1400.00	300.00	5800.00	13520.00
TOTAL ANNUAL COST FOR CLASS A PROPERTIES=>						258857.00

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (2 OF 6)

CLASS B PROPERTY	Maintenance Cost per site visit (x48)	Mulching Cost	Total Annual Cost
1. Georgetown Health Clinic	1056.00	N/A	1056.00
2. Old DPS Bldg	1104.00	70.00	1174.00
3. TABC/Game Warden	576.00	40.00	616.00
4. Lott Building	1920.00	N/A	1920.00
5. Brown House on Main	1584.00	N/A	1584.00
6. Brick Houses on MLK	2928.00	302.00	3230.00
7. Old Jail	1968.00	204.00	2172.00
8. LifeSteps- Red House on Main	1248.00	90.00	1338.00
9. 508 Holly St	1248.00	N/A	1248.00
10. Belford Square	1296.00	N/A	1296.00
11. Round Rock Annexes Bldg A&B	5664.00	800.00	6464.00
12. Taylor Health Clinic	1104.00	12.00	1116.00
13. Taylor SO	1152.00	32.00	1184.00
14. Medic #41	1344.00	46.00	1390.00
15. Medic #42	1056.00	14.00	1070.00
TOTAL ANNUAL COST FOR CLASS B PROPERTIES=>			26858.00

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (3 OF 6)

CLASS C PROPERTY	Maintenance Cost per site visit	(x12)	Total Annual Cost
1. Block South of Jail/SO upper & lower parking lots	36.00	432.00	432.00
2. Parking Lot on MLK, South of CJC	32.00	384.00	384.00
3. Metal Bldgs @ 321 W. 8th & 323 W. 8th	36.00	432.00	432.00
4. HWY 29 Property (currently leased)	128.00	1536.00	1536.00
5. Anderson Mill Det. Pond, .53 Acres	200.00	2400.00	2400.00
6. 175 CR 138, Hutto	170.00	2040.00	2040.00
7. Taylor R&B Yard	130.00	1560.00	1560.00
8. Bartlett Farmhouse	280.00	3360.00	3360.00
9. Operation Liberty Hill	150.00	1800.00	1800.00
10. Bell Gin Property	180.00	2160.00	2160.00
11. Stubblefield Props	240.00	2880.00	2880.00
12. 20 Gabriel Forest	200.00	2400.00	2400.00
TOTAL ANNUAL COST FOR CLASS C PROPERTIES=>			21384.00

SHREDDING	Maintenance Cost per site visit	(x4)	Total Annual Cost
1. CMF, 50 Acres	1610.00		6440.00
2. Hutto Annex, 2.7 Acres	250.00		1000.00
3. RR Jester, 16.6 Acres	720.00		2880.00
4. CAC,JJC,ESOC,AS, 90 Acres	2200.00		8800.00
5. Landfill Farmstead, 5 Acres	260.00		1040.00
6. SOTC, 32.5 Acres	1100.00		4400.00
7. North Campus, TBD Acres	TBD		TBD
TOTAL ANNUAL COST FOR SHREDDING=>			24560.00

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (4 OF 6)

If properties are to be added during the course of the contract or if irrigation repairs are needed, please provide pricing information for the following:

Irrigation Repair $/hr *	Maintenance Cost ($/sq ft) (minimum site charge?)	Pre-emergent Cost ($/sq ft)	Fertilization Cost ($/sq ft)	Turf Aeration Cost ($/sq ft)	Mulching Cost Installed price $/cu ft.	Shredding Cost ($/acre) (min site charge?)
38.00	.006/SF ($25.00)	.0015	.015	.020	$2.25	$48.00 ($250.00) min.

*material costs will only be asked of successful proposer prior to beginning contract.

RADIO TOWERS	Maintenance Cost per site visit	Herbicide Cost per site visit	(x6)	Total Annual Cost
1. Taylor	90.00	60.00	150.00	900.00
2. Granger	90.00	60.00	150.00	900.00
3. Thrall	90.00	60.00	150.00	900.00
4. Twin Towers on Inner Loop	70.00	45.00	115.00	690.00
5. Back Up at Rabbit Hill	80.00	45.00	125.00	750.00
6. Cedar Park Cougar Country	70.00	50.00	120.00	720.00
7. Cedar Park Fire Ln	90.00	60.00	150.00	900.00
8. Liberty Hill	90.00	70.00	160.00	960.00
9. Florence	90.00	70.00	160.00	960.00
10. Tower Road	80.00	60.00	140.00	840.00
TOTAL ANNUAL COST FOR RADIO TOWERS=>				8520.00

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (5 OF 6)

GUN RANGE	Maintenance Cost per site visit	Times per Year	Total Annual Cost
1. General Area Mowed & Trimmed 19 Acres	860.00	x 48	41,280.00
2. Berms 10 Acres	975.00	x 2	1,950.00
3. Unimproved Areas Shredded and Fences Trimmed 5 Acres	250.00	x 4	1,000.00
4. Graveled Areas/Herbicide Applications	60.00	x 48	2880.00
TOTAL ANNUAL COST FOR GUN RANGE=>			47,110.00

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (6 OF 6)

ROW MOWING	Maintenance Cost per site visit	(x6)	Total Annual Cost
1. Anderson Mill Part 1	266.00		1596.00
2. Anderson Mill Part 2	180.00		1080.00
3. Anderson Mill Part 3	230.00		1380.00
4. AW Grimes	90.00		540.00
5. Gattis School Rd Part 1	100.00		600.00
6. Gattis School Rd Part 2	100.00		600.00
7. Sam Bass Waterway	240.00		1440.00
8. Pearson Ranch Rd Part 1	780.00		4680.00
9. Pearson Ranch Rd Part 2	230.00		1380.00
10. Neenah Ave	250.00		1500.00
11. Quick Hill	100.00		600.00
12. Grand Ave Parkway	45.00		270.00
TOTAL ANNUAL COST FOR ROW MOWING=>			15666.00

WILLIAMSON COUNTY

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	1807-251	**Department:**	FACILITIES MANAGEMENT
Vendor Name:	RED & WHITE GREENERY INC		
Purpose/Intended Use of Product or Service (summary): RENEWAL #3 (Final)			
Type of Contract:	RFP	**Start Date:**	10/01/2022
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	9/30/2023
Department Contact:	CHRISTI STROMBERG AND SHANTIL MOORE		

- **Williamson County wishes to extend this bid/proposal with a price increase (as detailed in the attached spreadsheet) and same terms and conditions as the existing contract with Red and White Greenery Inc.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 3rd and final of three (3) one (1) year renewal option periods:**

Renewal Option Period 3	OCTOBER 1, 2022 – SEPTEMBER 30, 2023
Renewal Option Period 2	OCTOBER 1, 2021 – SEPTEMBER 30, 2022
Renewal Option Period 1	OCTOBER 1, 2020 – SEPTEMBER 30, 2021
Initial Contract Period	OCTOBER 1, 2018 – SEPTEMBER 30, 2020

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Red & White Greenery

Name Jason Fuller

Title Maintenance Manager

Signature Jason Fuller

Date 08/12/2022

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

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

Class A Properties	Maintenance Cost per visit (X48)	Annual Pre -Maintenance Cost per Visit(x2)	Annual Fertilizer Cost per Visit(x2)	Annual Turf Aeration Cost	Mulch Cost/ Property	Previous Annual Cost/ Property FY22	Total Annual Cost/ Property FY23	% Change
1. Courthouse	$134.00	$208.00	$403.00	$289.00	$934.00	$6,285.00	$12,056.00	91.82%
1A. Blow off porches & sidewalks	$58.00	58*2*52				$6,032.00	$6,032.00	0.00%
2. Sheriff Admin/ Jail	$105.00	$101.00	$187.00	$85.00	$1,246.00	$6,323.00	$6,947.00	9.87%
3. WC Justice Center	$72.00	$98.00	$213.00	$85.00	$1,012.00	$4,791.00	$5,175.00	8.02%
4. Parking Garage for CJC/ Jail	$69.00	$93.00	$232.00	$75.00	$1,246.00	$4,851.00	$5,283.00	8.91%
5. Georgetown Tax Office/ including Car	$55.00	$55.00	$70.00	$50.00	$151.00	$2,803.00	$3,091.00	10.27%
6. Inner Loop Annex	$215.00	$305.00	$414.00	$280.00	$740.00	$11,674.00	$12,778.00	9.46%
7. Juvenille Justice Center	$385.00	$805.00	$2,400.00	$420.00	$820.00	$24,210.00	$26,130.00	7.93%
8. Central Maintenance Facility	$205.00	$70.00	$232.00	$120.00	$158.00	$9,906.00	$10,722.00	8.24%
9. Children's Advocacy Center	$90.00	$128.00	$358.00	$107.00	$1,246.00	$6,261.00	$6,645.00	6.13%
10. Cedar Park Annex	$145.00	$91.00	$253.00	$130.00	$623.00	$7,825.00	$8,401.00	7.36%
11. Jester Round Rock Annexes	$305.00	$550.00	$1,262.00	$300.00	$984.00	$17,964.00	$19,548.00	8.82%
12.Taylor Annex	$60.00	$40.00	$55.00	$55.00	$100.00	$2,985.00	$3,225.00	8.04%
13. JP Pct#4	$55.00	$87.00	$138.00	$80.00	$94.00	$2,928.00	$3,264.00	11.48%
14. Hutto Condos	$90.00	$100.00	$75.00	$50.00	$325.00	$4,565.00	$5,045.00	10.51%
15. Facilities Service Center	$62.00	$86.00	$205.00	$60.00	$100.00	$3,478.00	$3,718.00	6.90%
Facilities Warehouse	$55.00					$2,400.00	$2,640.00	10.00%
16. ESOC	$360.00	$310.00	$767.00	$380.00	$4,860.00	$22,850.00	$24,674.00	7.98%
17. Texas Ave. Bldg.	$105.00	$60.00	$120.00	$60.00	$880.00	$5,716.00	$6,340.00	10.92%
18. Animal Shelter	$280.00	$195.00	$400.00	$150.00	$3,218.00	$16,558.00	$17,998.00	8.70%
18A. Animal Shelter(extra ROW)	$85.00					$3,840.00	$4,080.00	6.25%
19. Sheriff's Officer Training Center	$365.00	$50.00	$75.00	$50.00	$1,300.00	$17,200.00	$19,120.00	11.16%
20. North Campus	$1,200.00	$350.00	$700.00	$300.00	$5,225.00	$60,185.00	$65,225.00	8.37%
21. Georgetown Annex	$135.00	$250.00	$700.00	$300.00	$5,800.00	$13,520.00	$14,480.00	7.10%
22. Bob Phillips Building	$110.00	$125.00	$300.00	$75.00	$440.00	$5,925.00	$6,645.00	12.15%
					Annual Totals	**$271,075**	**$299,262**	**10.40%**

Class B Properties	Maintenance Cost per Visit (x48)	Mulching Cost	Previous Annual Cost FY22	Total Annual Cost FY23	% change
1. Georgetown Health Clinic	$25	$0	$1,056	$1,200	13.64%
2. Old DPS Building	$27	$70	$1,174	$1,366	16.35%
3. TABC/ Game Warden	$15	$40	$616	$760	23.38%
4. Lott Building	$46	$0	$1,920	$2,208	15.00%
5. Brown House on Main(leased)	$38	$0	$1,584	$1,824	15.15%
6. Brick Houses on MLK	$70	$302	$3,230	$3,662	13.37%
7. Old Jail	$48	$204	$2,172	$2,508	15.47%
8. LifeSteps- Red House on Main	$30	$90	$1,338	$1,530	14.35%
9. 508 Holly St.	$30	$0	$1,248	$1,440	15.38%
10. Round Rock Annexes Bldg A&B	$135	$800	$6,464	$7,280	12.62%
11. Taylor Health Clinic	$27	$12	$1,116	$1,308	17.20%
12. Taylor Sheriff's Office	$28	$32	$1,184	$1,376	16.22%
13. Medic #41	$33	$46	$1,390	$1,630	17.27%
14. Medic #42	$26	$14	$1,070	$1,262	17.94%
15. CTTC	$105	$0	$4,560	$5,040	10.53%
16. CSCD Liberty Hill	$78	$0	$3,120	$3,744	20.00%
		Annual Totals	**$33,242**	**$38,138**	**14.73%**

** CCTC and CSCD Liberty Hill added to current list for FY23

Class C Properties	Maintenance Cost per Visit (x12)	Previous Annual Total FY22	Annual Total FY23	% change
1. Block S of Jail/ SO	$39	$432	$468	8.33%
2. Parking lot on MLK	$35	$384	$420	9.38%
3.HWY 29 Property (leased)	$128	$1,536	$1,536	0.00%
4. Taylor R&B yard	$142	$1,560	$1,704	9.23%
5. Operation Liberty Hill	$163	$1,800	$1,956	8.67%
6. Florence R&B yard	$185	$2,040	$2,220	8.82%
7. Seward Junction(not leased)	$72.63	$871.56	$871.56	0.00%
Annual Totals		**$8,623.56**	**$9,175.56**	**6.40%**

Shredding Property	Maintenance Cost per Visit (x4)	Previous Annual Total FY22	Annual Total FY23	% change
1. CMF, 50 acres	$1,610	$6,440	$6,440	0.00%
2. RR Jester,16.6+5.44=22.04 acres	$815	$3,260	$3,260	0.00%
3. CAC, JJC, ESOC, AS, 90 acres	$2,200	$8,800	$8,800	0.00%
4. Landfill Farmstead 5 acres	$260	$1,040	$1,040	0.00%
5. SOTC 32.5 acres	$1,100	$4,400	$4,400	0.00%
	Annual Total	**$23,940**	**$23,940**	**0.00%**

Radio Tower	Maintenance Cost per Site Visit (x8)	Herbicide Cost per Site Visit (x8)	Previous Annual Cost FY22	Total Annual Cost FY23	% change
1. Taylor	$98	$60	$900	$1,264	40.44%
2. Granger	$98	$60	$900	$1,264	40.44%
3. Thrall	$98	$60	$900	$1,264	40.44%
4. Twin Towers on Inner Loop	$76	$45	$690	$968	40.29%
5. Back Up @ Rabbit Hill	$87	$45	$750	$1,056	40.80%
6. Cedar Park Cougar Country	$76	$50	$720	$1,008	40.00%
7. Cedar Park Fire Lane	$98	$60	$900	$1,264	40.44%
8. Liberty Hill	$98	$70	$960	$1,344	40.00%
9. Tower Road	$87	$60	$840	$1,176	40.00%
		Annual Totals	**$7,560**	**$10,608**	**40.32%**

Gun Range	Maintenance Cost per Site Visit		Previous Annual Cost FY22	Total Annual Cost FY23	% Change
1. General Area mowed and Trimmed 19 acres	$937	x48	$41,280	$44,976	8.95%
2. Berms 10 acres	$1,500	x2	$1,950	$3,000	53.85%
3. Unimproved Areas Shredded and fences trimmed 5 acres	$272	x48	$1,000	$1,088	8.80%
4. Graveled Areas/ Herbicide Application	$65	x48	$2,880	$3,120	8.33%
5. Herbicide Fence	$207	x48	$9,120	$9,936	8.95%
6. Additional Areas	$196	x48	$8,640	$9,408	8.89%
		Annual Totals	**$64,870**	**$71,528**	**10.26%**

ROW Mowing	Maintenance Cost per Site Visit	Frequency	Previous Annual Cost FY22	Total Annual Cost FY23	% Change
1. Anderson Mill Part I	$290	x6	$1,596	$1,740	9.02%
2. Anderson Mill Part II	$196	x6	$1,080	$1,176	8.89%
3. Anderson Mill Part III	$250	x6	$1,380	$1,500	8.70%
4. AW Grimes	$98	x6	$540	$588	8.89%
5. Gattis School Rd Part I	$109	x6	$600	$654	9.00%
6. Gattis School Rd Part II	$109	x6	$600	$654	9.00%
7. Sam Bass Waterway	$261	x6	$1,440	$1,566	8.75%
8. Pearson Ranch Rd Part I	$850	x6	$4,680	$5,100	8.97%
9. Pearson Ranch Rd Part II	$250	x6	$1,380	$1,500	8.70%
10. Neenah Ave.	$272	x6	$1,500	$1,632	8.80%
11. Quick Hill	$109	x6	$600	$654	9.00%
12. Grand Ave. Parkway	$49	x6	$270	$294	8.89%
13. Bartlett Farmhouse	$300	x12	$3,360	$3,600	7.14%
14. Stubblefield Properties	$260	x12	$2,880	$3,120	8.33%
15. 20 Gabriel Forest	$215	x12	$2,400	$2,580	7.50%
16. Anderson Mill Det. Pond, .53acr	$215	x6	$1,200	$1,290	7.50%
17. Valley View Drive	$87	x12	$960	$1,044	8.75%
18. Schultz Lane	$65	x6	$0	$390	0.00%
19. Meister Lane	$50	x6	$0	$300	0.00%
20. 12635 Hwy 79	$190	x12	$2,100	$2,280	8.57%
21. 5295 W Hwy 29 (until leased)	$95	x12	$0	$1,140	0.00%
		Annual Total	**$28,566**	**$32,802**	**14.83%**

Irrigation Repair per Hr FY22	Irrigation Repair per Hr FY23	Maint Cost per Sqft FY22	Maint Cost per Sqft FY23	Pre-Emergent Cost per Sqft FY22	Pre-Emergent Cost per Sqft FY23	Fertilizer Cost per Sqft FY22	Fertilizer Cost per Sqft FY23	Turf Aeration Cost per Sqft FY22	Turf Aeration Cost per Sqft FY23	Mulching Inst. Price per CuFt FY22	Mulching Inst. Price per CuFt FY23	Shredding Cost min site chrg FY22	Shredding Cost min site chrg FY23
$38	$47	.006/sf ($25 min)	.007/sf ($25 min)	$0.0075	$1.009	$0.015	$1.018	$0.200	$1.200	$2.25	$3.79	$48 ($250 min)	$48 ($250 min)
40% increase				33% Increase						68% Increase			

**If properties are to added during the course of the contract or if irrigation repairs are needed, the above pricing was provided.

Class A Properties	Class B Properties	Class C Properties	Shredding	Radio Towers	Gun Range	ROW Mowing	Total	% Difference
$271,075.00	$33,242.00	$8,623.56	$23,940.00	$7,560.00	$64,870.00	$28,566.00	$437,876.56	11%
$299,262.00	$38,138.00	$9,175.56	$23,940.00	$10,608.00	$71,528.00	$32,802.00	$485,453.56	

Commissioners Court - Regular Session **19.**

Meeting Date: 08/30/2022

Renewal #2 to Contract #1812-283 Emergency Generator and Automatic Transfer Switch

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension to Emergency Generator and Automatic Transfer Switch Preventative Maintenance Contract RFP #1812-283 with Austin Generator Service, for the same pricing, terms and conditions as the existing contract, with the exception of, incorporation of the updated equipment inventory listing in the document titled "FY23 Austin Generator, Facilities, Equipment List, Compensation and Fee" for the term of October 1, 2022 - September 30, 2023.

Background

This is a continuation of contract under Renewal Period #2. The user department recommends renewal. This contract supports the maintenance of seventeen (17) generators throughout the county for a total of $110,835.00 per year. The funding source is Maintenance Services, 01.100.0509.4500. The department points of contact are Shantil Moore and Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1812-283 Renewal #1 with Bid Tab

Austin Generator Bid Submittal

1812-283 Renewal #2 with Bid Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/25/2022 06:45 AM
County Judge Exec Asst.	Becky Pruitt	08/25/2022 08:30 AM
Form Started By: Kim Chappius		Started On: 08/22/2022 10:49 AM
Final Approval Date: 08/25/2022		

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Williamson County Facilities Dept
Vendor Name:	Austin Generator Service		
Vendor Address:	2004 Howard Lane, Austin, Tx 78728		
Purpose/Intended Use of Product or Service (summary):			
Emergency Generator and Automatic Transfer Switch Preventative Maintenance			
P.O./Contract Number:	1812-283	**Effective Date:**	10.01.2021
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	09.30.2022
Requested By:	Christi Stromberg – Assistant Facilities Director		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract, with the exception of the attached, updated, and titled document "FY22 Austin Generator, Facilities, Equipment List, Compensation and Fee" with Austin Generator Service for the term of October 1, 2021 – September 30, 2022, herein as if copied in full and subject to Commissioners Court approval.**
- PLEASE INCLUDE THE FOLLOWING:
  - Completed Texas Ethics Commission FORM 1295; AND
  - Renewed Certificate of Insurance
- **Extend Contract for the 1st of two (2) one year renewal option periods:**

Renewal Option Period 1	October 01, 2021 – September 30, 2022
Initial Contract Period	October 01, 2018 – September 30, 2021

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

Vendor Austin Generator Service

Name Kurtiss E. Summers

Title President

Signature Kurt Summers Digitally signed by Kurt Summers DN: cn=Kurt Summers, o=AGS, ou, email=kurt.summers@austingenerator.com, c=US Date: 2021.08.24 17:07:11 -05'00'

Date August 24, 2021

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

Bill Gravell

Williamson County Judge

Signature _____

Date _____

FY 22 Renewal – Austin Generator

FACILITIES, EQUIPMENT LIST, COMPENSATION AND FEES

Respondent Name: **Austin Generator Services**

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

Key /Code	#	Facility Name Address Make Model/Serial #, KW, Fuel Type	Quarterly Inspection Cost*	Quarterly & Annual Inspection Cost**	Quarterly, Annual Inspection & Triennial Cost***	Annual Fuel Testing	Generator Site Visit @ Bid Yes / No
RR Gen Y11	1. HR0587	**Round Rock Annex Bldg A** 211 Commerce Cove, Round Rock Baldor Model #IDLC80-J2S, Serial #P0508290007, 180 kW Diesel	$145	$995	$3,285	$210	
CH 751	2. N/A	**Central Maintenance Facility** 3151 SE Inner Loop, Georgetown Onan Model #GGFB-3388565, Serial #B000062477, 35 kW NG	$120	$650	$2,300	N/A	
CH 545	3. JR0388	**Juvenile Justice Center** 200 Wilco Way, Georgetown Generac Model #2254270400, Serial #2066635, 200 kW Diesel	$160	$1,095	$3.577	$210	
1623 TM5	4. YR1201	**Emergency Services Operations Center** 911 Tracy Chambers Lane, Georgetown Cummins Model #DQFAD-1206664, Serial #F120358177, 1000 kW Diesel	$280	$3,775	$12,950	$210	
CH 545	5. SR1401	**South Jail** 508 Rock St, Georgetown Generac Model #SD0400KG22125D18HPYY3, Serial #9159996, 400 kW Diesel	$170	$1,565	$4,931	$210	
CH 545	6. SR0276	**North Jail** 508 Rock St, Georgetown Cummins Model #DFLE-5583568, Serial #K020442322, 1500 kW Diesel	$325	$4,625	$15,165	$210	
CH 751	7. HR0485	**Georgetown Health Dept** 102 W. 3rd St, Georgetown Sentry Pro Model #SPL-1000-325, Serial #AH 2-200, 109 kW Diesel	$135	$845	$2930	$210	
Lock Box – Code 019	8. HR0889	**Taylor Health Dept.** 115 W. 6th St., Taylor Baldor Model #IDLC-150-JD, Serial # P071015001, 150 kW Diesel	$140	$960	$3,250	$210	
Lock Box – Code 019	9. HR0170	**Cedar Park Annex** 350 Discovery Blvd, Cedar Park Shindaiwa					

FY 22 Renewal – Austin Generator

FACILITIES, EQUIPMENT LIST, COMPENSATION AND FEES

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

FY 22 Renewal – Austin Generator

FACILITIES, EQUIPMENT LIST, COMPENSATION AND FEES

GENERATOR RENTAL RATES – As Needed*****

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

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

***Performed three (3) times per year in 1st, 3rd & 4th quarters.**

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

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

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

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

ADDITIONAL SERVICES – Labor and Material for Remedial Repairs*

Labor – Remedial Repairs:

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

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

Materials – Remedial Repairs:

Materials not covered under quarterly, annual or triennial inspections:

- Contractor shall invoice at MSRP/List* price less _0_ percent.

Materials purchased at local retail suppliers by Contractor field staff:

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

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

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TRANSMITTAL LETTER

Solicitation 1812-283
Emergency Generator and Automatic Transfer Switch Preventive Maintenance, Repair

A. Company Name and Address:
Austin Welder & Generator Service, Inc.
dba Austin Generator Service
2004 Howard Lane
Austin, TX 78728

B. Type of Business: S Corporation

C. Place of Incorporation: Texas

D. No other offices to serve Williamson County

E. Company contact person for RFP related matters:
Ronnie Lane
2004 Howard Lane
Austin, TX 78728
ronnie.lane@austingenerator.com
Business No: (512) 251-2247
Fax No: (512) 251-3315

F. FEIN No: 74-1967936

G. Austin Generator Service is committed to meeting expectations and providing all services required by Williamson County to fulfill the obligations of this contract.

H. All pricing provided in this proposal is valid for the 36 month duration of the contract as specified by the terms herein.

I. Impacts on Air Quality: N/A

Austin Generator Service Authorized Representative

TABLE OF CONTENTS

Solicitation 1812-283
Emergency Generator and Automatic Transfer Switch
Preventive Maintenance, Repair

A. Transmittal Letter

B. Table of Contents

C. Executive Summary

D. Proposal Response to Criteria – Contractor's Qualifications Form

E. Price Sheet

F. References

G. Conflict of Interest Questionnaire

H. Proposal Affidavit

I. Sample Contract

J. Inspection Checklist

K. RFP Checklist

L. Bid Bond

EXECUTIVE SUMMARY

Solicitation 1812-283
Emergency Generator and Automatic Transfer Switch
Preventive Maintenance, Repair

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 and certified generator technicians, the AGS service team is very well equipped to meet the needs of the routine maintenance and repair that is required for the equipment to operate efficiently. Additionally, AGS has a staff of electricians who are capable of assisting on any projects that may extend beyond the normal scope of a generator technician. 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 E

Contractor's Qualifications Form

Company Profile:						
Company Name	Austin Generator Service					
Federal EIN #	74-1967936					
Other Company Locations:						
List:						
Length of Time Company has been in business:		Year	40	Months	9	
Has company done business under a different name, give name and location:						
Name			Location:			
# of Full-Time Employees: 23			# of Part-Time Employees:			
# of Service Technicians: 6			# of Electricians: 5			
Has company failed to complete or defaulted on a contract?						
(No) NO		Yes		If Yes, explain below:		
Explanation:						

Local Branch/Office Location:					
Street Address: 2004 Howard Lane					
City: Austin, TX			Zip: 78728		
Length of Time Branch Office has been in operations:		Year	40	Months	9
Geographical Coverage Area (Cities or Counties Supported by Branch): Travis, Williamson, Hays, Burnet, Lampasas, Milam, Bastrop, Blanco, Bexar,					
List: Caldwell, Llano, Lee, Fayette, Bell, Comal, Guadalupe, Dimmit					
# of Full-Time Employees: 23		# of Part-Time Employees			
Total # of Service Tech in Local Branch/Office	6				
Estimated Number of Service Techs assigned to support contract:	3				

Individual Qualifications Assigned to Contract:	
Name:	Licenses/Certifications:
1	
2	
3	
4	
5	
6	

Attachment B:

FACILITIES, EQUIPMENT LIST, COMPENSATION AND FEES

Respondent Name: Austin Generator Service

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

#	Facility Name Address Make Model/Serial #, KW, Fuel Type	Quarterly Inspection Cost*	Quarterly & Annual Inspection Cost**	Quarterly, Annual Inspection & Triennial Cost***	Annual Fuel Testing	Generator Site Visit @ Bid Yes / No
1.	**Round Rock Annex Bldg A** 211 Commerce Cove, Round Rock Baldor Model #IDLC80-J2S, Serial #P0508290007, 180 kW Diesel	$ 140	$ 955	$ 3,245	$ 200	Yes
2.	**Central Maintenance Facility** 3151 SE Inner Loop, Georgetown Onan Model #GGFB-3388565, Serial #B000062477, 35 kW NG	$ 110	$ 630	$ 2,280	N/A	Yes
3.	**Juvenile Justice Center** 200 Wilco Way, Georgetown Generac Model #2254270400, Serial #2066635, 200 kW Diesel	$ 140	$ 1,060	$ 3,542	$ 200	Yes
4.	**Emergency Services Operations Center** 911 Tracy Chambers Lane, Georgetown Cummins Model #DQFAD-1206664, Serial #F120358177, 1000 kW Diesel	$ 280	$ 3,775	$ 12,950	$ 200	Yes
5.	**South Jail** 508 Rock St, Georgetown Generac Model #SD0400KG22125D18HPYY3, Serial #9159996, 400 kW Diesel	$ 170	$ 1,525	$ 4,741	$ 200	Yes
6.	**North Jail** 508 Rock St, Georgetown Cummins Model #DFLE-5583568, Serial #K020442322, 1500 kW Diesel	$ 325	$ 4,610	$ 14,900	$ 200	Yes
7.	**Georgetown Health Dept** 102 W. 3rd St, Georgetown Sentry Pro Model #SPL-1000-325, Serial #AH 2-200, 109 kW Diesel	$ 125	$ 830	$ 2,915	$ 200	No
8.	**Taylor Health Dept.** 115 W. 6th St., Taylor Baldor Model #IDLC-150-JD, Serial # P071015001, 150 kW Diesel	$ 130	$ 925	$ 3,215	$ 200	No
9.	**Cedar Park Annex** 350 Discovery Blvd, Cedar Park Shindaiwa Model # DGK45C, Serial #71041-0000471, 36 kW Diesel	$ 110	$ 630	$ 2,280	$ 200	Yes

Attachment B:

FACILITIES, EQUIPMENT LIST, COMPENSATION AND FEES

#	Facility Name Address Make Model/Serial #, KW, Fuel Type	Quarterly Inspection Cost*	Quarterly & Annual Inspection Cost**	Quarterly, Annual Inspection & Triennial Cost***	Annual Fuel Testing	Generator Site Visit @ Bid Yes / No
10.	**WCCHD** 355 Texas Ave, Round Rock Cummins/Onan Model #C35 D6, Serial # K170274292, 35 kW Diesel	$ 110	$ 630	$ 2,310	$ 200	Yes
11.	**North Campus- Impound Yard** 3181 SE Inner Loop, Georgetown Kohler Model #15REOZK, Serial #SGM32JKH7, 15 kW Diesel	$ 110	$ 610	$ 2,230	$ 200	Yes
12.	**North Campus – EMS Training** 3189 SE Inner Loop, Georgetown Kohler Model #80REOZJK, Serial #SGM32JKJW, 80 kW Diesel	$ 120	$ 805	$ 2,775	$ 200	Yes
13.	**North Campus – Fuel Station** 3161 SE Inner Loop, Georgetown Kohler Model #80REOZJK, Serial #PE4045N012544, 80 kW Diesel	$ 120	$ 805	$ 2,775	$ 200	Yes

Attachment B:

FACILITIES, EQUIPMENT LIST, COMPENSATION AND FEES

GENERATOR RENTAL RATES – As Needed*****

Generator Size	Daily	Weekly	Monthly
35 KW	$725	$975	$1,725
200 KW	$1,725	$2,475	$4,725
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Cables	Daily	Weekly	Monthly
4/0 Cable, 50' Length	$25	$50	$100
4/0 Female Pigtails	$5	$10	$20
4/0 Male Pigtails	$5	$10	$20

***Performed three (3) times per year in 1st, 3rd & 4th quarters.**

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

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

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

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

ADDITIONAL SERVICES – Labor and Material for Remedial Repairs*

Labor – Remedial Repairs:

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

Labor Rate for Service:	Hourly Rate
Normal Working Hours – Remediate Repairs	$ 115,00
Overtime Hours – Outside of normal working hours	$ 172,50

Materials – Remedial Repairs:

Materials not covered under quarterly, annual or triennial inspections:

- Contractor shall invoice at MSRP/List* price less ___0___ percent.

Materials purchased at local retail suppliers by Contractor field staff:

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

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

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Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: City of Killeen

Location: Killeen, TX

Contact Name: Alex Tucker

Title: Chief Operator, Water & Sewer

Phone: 254-501-6306

E-mail atucker@killeentexas.gov

Contract Date To: 4/2019

Contract Date From: 5/2018

Contract Value: $ $12,262

Scope of Work: Generator maintenance - semi-annual, annual PMs

Reference 2

Client Name: Texas Military Department

Location: Austin, TX

Contact Name: Gary Mullen

Title: Facility Manager

Phone: 512-517-1423

E-mail gary.l.mullen.nfg@mail.mil

Contract Date To: 9/2021

Contract Date From: 10/2018

Contract Value: $ $67,755

Scope of Work: Generator maintenance - quarterly and annual PMs, triennial, battery replacements

Reference 3

Client Name:

Dimmit County

Location:

Dimmit County, TX

Contact Name:

Daniel Estrada

Title:

Facilities Manager

Phone:

830-876-8337

E-mail

Contract Date To:

4/2019

Contract Date From:

5/2018

Contract Value: $

$15,843

Scope of Work:

Generator maintenance - quarterly and annual PMs, load bank tests

Supplier Response Form * Submitted Electronically *

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.**

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 directionof the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature is not required if completing in BIDSYNC electronically;

Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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 anagency 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 andthat 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 afamily 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 thevendor;

(B) has given to the local government officer or a family member of the officer one or more giftsthat 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 localgovernmental 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:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmentalentity; or

(B) submits to the local governmental entity an application, response to a request for proposalsor bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) 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.

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **ronnie.lane@austingenerator.com**

Password *

Save | Take Exception | Close

* Required fields

Supplier Response Form * Submitted Electronically *

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned attests that the company named below, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	Austin Generator Service
Address of Respondent:	2004 Howard Lane, Austin, TX 78728
Email:	ronnie.lane@austingenerator.com
Telephone:	512-251-2247
Printed Name of Person Submitting Affidavit:	Ronnie Lane
Signature of Person Submitting Affidavit:	Ronnie Lane

Cooperative Purchasing Program
Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☑	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say: "I, _____, (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Respondent*).

SUBSCRIBED AND SWORN to before me by the above-named _____ on this the _____ day of _____, 20 _____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Please enter your password below and click Save to update your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **ronnie.lane@austingenerator.com**

Password _____ *

Save | Take Exception | Close

* Required fields

Inspection Checklist Emergency Generator and Automatic Transfer Switch				Date:	
Inspection Type		_____ Quarterly _____ Annual _____ Triennial			
Williamson County Work Order Number:		**Location:**		**Fuel Type**	
Vendor Technician:		**Generator Make/Model/Serial #**		**Voltage**	
Hour Meter:		**Transfer Switch Make/Model/Serial #**		**Phase**	

1. Generator	**3. Engine Lubrication**	**5. Instrumentation**
Windings	Oil Leve	Oil Pressure Gauge ____ PSI
Bearings	Oil Changed Y / N	Water Temp Gauge
Brushes	Filter Changed Y / N	Ammeter ___ DC Amps
Leads and Connections	Oil Sample Take Y / N	AC Electric Meters
Circuit Breaker	Condition of Crankcase Breather	Control Panel Wiring
Circuit Breaker	Blowby	Indicator Lamps Changed Y / N
Mounts / Bolts	Tubes / Lines / Seals	**6. Air Induction & Exhaust**
Noise	Gaskets	Condition of Precleared
Voltage Load ____ VAC	Governor Oil Level	Air Filter Changed Y / N
Frequency No Load ___ HZ	**4. Engine Electrical**	Condition of Filter Housing
Frequency Load ____ HZ	Battery Water Level	Inlet Piping Gasket, Etc.
Amperage Load ____ AMP	# of Batteries ____	Condition / Sound of Turbo
Auto Start / Stop	Age of Battery ___	Turbo Oil Leaks
Shutdowns	Batteries Changed Y / N	Exhaust Pipes
Pre alarms	SG Battery 1 _ _ _ _ _	Silencer Drain Cond. Trap
Remote Annunciator	Load Test Good / Fair / Week	Rain Cap
2. Colling System	SG Battery 2 _ _ _ _ _	Exhaust Manifold
Radiator Core Condition	Load Test Good / Fair / Week	Exhaust Smoke
Radiator Cap	SG Battery 3 _ _ _ _ _	**7. Fuel System**
Coolant Level	Load Test Good / Fair / Week	Primary Filter Changed Y / N
Anti-Freeze PT _____	SG Battery 4 _ _ _ _ _	Secondary Filter Changed Y / N
PH Level _____	Load Test Good / Fair / Week	Lines and Connections
Coolant Changed Y / N	Battery Cleanliness	Priming Pump
Hose and Clamps	Cables and Posts	Carburetor / Mixer
Hose Changed Y / N	Alternator Condition	Fuel Solenoid / Regulators
Gaskets and Connections	Alternator Belt	Operations of Governor / Control
Pressurized ___ lbs for 10 min	Wiring and Controls	Day Tank Leaks / Operations
Belts and Pulleys	Operations of Glow Plugs	Water in Tank Y / N
Belt Tension	Alternator Output ____ VDC	Fuel Sample Y / N
Belts Changed Y / N	Battery Charger Output ____VDC	Fuel Added Y / N
Fan Bearings / Blades	Starting Motor	% of Fuel in Tank _____
Water Pump	Spark Plugs	**8. Transfer Switch**
Coolant Heater ___ Degrees F	Spark Plug Wires	Wiring
Block Heater Changes Y / N	Distributor Cap Rotor	Connections Temp / Corrosion
Heater Thermostat		Contactor Operation
		Contacts
		Timers / Controls Operation
		Transfer Test Done Y / N

Technician Comments:	
Parts Used & Quantity:	
Williamson County Contract Administrator Signature and Date:	

Attachment H

RFP CHECKLIST

Title: Emergency Generator and Automatic Transfer Switch Preventative Maintenance, Repair and Rental Services

Opening Date: January 02, 2018 3:00PM

Respondent Name and Address:

Austin Generator Service
2004 Howard Lane
Austin, TX 78728

Contact: Ronnie Lane
TX Identification #:
Office Phone: 512-251-2247
Mobile Phone: 512-993-1435
Email: ronnie.lane@austingenerator.com

1. Submitted one (1) original:
   - Company information _____ <5 pts >
   - Attachment B – Facilities, Equipment List, Compensation and Fees _____ <35 pts>
   - Attachment C – Not Included _____ <N/A>
   - Relevant Experience and Qualifications _____ <25 pts>
     - Attachment D – Bidder References _____ <10 pts>
     - Attachment E – Contractor's Qualifications Form _____ <>
   - Attachment F – Inspection Checklist _____ (Mandatory)
   - Attachment H – RFP Checklist _____ (Mandatory)
   - Acknowledgement of Addenda, if applicable _____ (Mandatory)
   - Bid Bond _____ (Mandatory)
   - Litigation History _____ <pass/fail>
   - Execution of Proposal _____ <pass/fail>
   - Methodology _____ <10 pts>
   - Quality Assurance/Quality Control & Safety Program _____ <10 pts>

AUSTIN GENERATOR SERVICE

40 Years of Exceptional Customer Service

Basic Preventative Maintenance Agreement

This Preventative Maintenance Agreement ("PMA") is entered into by Austin Generator Service ("Servicing Agent"), and Company Name for the purpose of setting forth the terms and conditions governing the Servicing Agent's obligations to inspect Company Name's emergency generating set(s) and associated equipment as listed herewith. Included are all accessories designated essential to the emergency power system.

Site Contact

Name _____

Address _____

_____

Email _____

Phone _____

Billing Contact

Name _____

Address _____

_____

Email _____

Phone _____

EQUIPMENT TO INSPECT

KW: _____ Brand: _____ Model: _____ Serial: _____

QUARTERLY INSPECTION

During each of (3) Quarterly Inspections, all generator systems are visually checked for potential problems, and are physically tested to assure reliability. The proper personnel will be notified of any discrepancies and advised as to the cost of repairs. No parts, supplies or annual services are included in the quarterly inspection costs.

ANNUAL INSPECTION

During the Annual Inspection, the following shall be performed: change oil and oil filters, fuel filters, coolant filters, air filters (as needed, cost of air filters not included), perform lab analysis on samples of oil and coolant. At this time, basic run tests are conducted to ensure generator reliability and operation. An Automatic Transfer Switch visual inspection is performed annually along with transfer test, if transfer test is permitted.

Quarterly Inspections	$
Annual Inspection	$
Annual Diesel Fuel Test (1 Sample)	$
Annual Load Bank (2 Hour)	$
Triennial Service	$
1st YEAR TOTAL	$
2nd YEAR TOTAL	$
3rd YEAR TOTAL	$
Plus Applicable Sales Tax	

EMERGENCY SERVICE RATES: All PMA customers receive priority status. Emergency service required between regular inspections will be provided at standard rates or overtime rates for labor and travel, plus current prices for materials, and mileage.

SERVICES: Servicing Agent shall provide regularly scheduled inspections and annual service on the equipment located at Site Address. Such services shall include but not be limited to quarterly and annual service. Servicing Agent shall provide such services during its regular business hours, which are 8 a.m. to 5 p.m., Monday through Friday except Holidays.

WARRANTIES: Servicing Agent warrants that service performed under this Agreement will be performed only by Servicing Agent employees who have been properly trained for the maintenance of equipment. Servicing Agent warrants that any products or parts provided by Servicing Agent will be free from defects, under normal use and operation, for a period of ninety (90) days after their date of installation. During this time, Servicing Agent shall repair such defects at Servicing Agent's expense. Defective parts replaced under this warranty shall become the property of the Servicing Agent. Parts generally considered as expendable during normal use are not covered under this warranty.

All other warranties, express and implied including merchantability and fitness for a particular use are hereby waived, disclaimed and excluded.

TERMS: Net 30 with approved credit.

TAXES: Unless otherwise noted, prices do not include applicable federal, state or local sales, use, property or excise taxes. In lieu of such taxes, the Owner shall provide a tax exemption certificate, acceptable to the applicable taxing authority.

EXCLUSIONS: This agreement does not include services to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature or altering the equipment. At the request of the Owner, Servicing Agent will provide services at its then prevailing rate. Servicing Agent shall not be responsible for failure to render service for causes beyond its control, including strikes and labor disputes. Owner understands and agrees that Servicing Agent is not responsible for special or consequential damages, including loss of time, injury to person or property, incidental or economic loss due to unit or equipment failure. After each inspection, the Servicing Agent will furnish Owner with a written report detailing services performed, with information regarding further service needed to maintain peak performance of all systems. All permitting is excluded unless otherwise specified in this proposal.

INSURANCE: Upon request, Servicing Agent shall furnish Owner with certificates of insurance for all insurance coverages provided.

ASSIGNMENT: Neither party may assign this Agreement or any obligation or right here under without prior written consent of the other party

FUEL: Customer assumes responsibility for insuring adequate quantity and quality of diesel fuel required for Austin Generator Service to operate and test the generator during each service. Additional fuel testing and polishing services may be listed on this PMA or available upon request.

ACCEPTANCE AND PRICING

Prices quoted in this agreement are firm for 30 days. Prices are subject to change. Notice of price increases will be in the form of a revised Inspection Agreement and is not subject to alteration except as mutually agreed upon in writing. Periodic price increases resulting in a revised Agreement will be effective within thirty days of revision. Either party upon thirty days of written notice may terminate this Agreement at any time. Failure to notify of cancellation 30 days prior to scheduled inspection may result in a cancellation fee. Any services rendered which remain unpaid at the time of cancellation shall be due and payable upon demand.

ACCEPTED
COMPANY NAME

By _____

Date _____

ACCEPTED
AUSTIN GENERATOR SERVICE

By _____

Date _____

This proposal may be withdrawn by the Servicing Agent if not accepted within thirty days.

Inspection List:

Lubrication System
- Leaks
- Oil Level
- Filters

Cooling System
- System Leaks
- Water Level
- Antifreeze/DCA
- Hoses
- Belts
- Cooling Fins
- Block Heater
- Pillow Block

Fuel System
- System Leaks
- Filters
- Lines
- Tank Levels
- Transfer Pump
- Water Separators
- Solenoid
- Wiring
- Governor

Housing/Cabinets
- General
- Fit
- Decals

Exhaust System
- Leaks
- Condensation
- Turbo Charger
- Flex Pipe
- Rain Cap
- Muffler

Operational Tests
- NO LOAD run test
- Voltage A.C./D.C.
- AMPS A.C./D.C.
- Frequency
- Time Delays
- Oil Pressure
- Engine Temperature

D.C., Direct Current, Electrical
- Batteries and Water Level
- Specific Gravity
- Terminals
- Battery Charge Rate

A.C., Alternating Current, Electrical
- Brushes/Generator/Regulator
- Instruments/Meters
- Circuit Breaker

Automatic Transfer Switch
- Contacts
- Exercise Clock
- Transfer Test ***(if permitted)***

Ignition System
- Plugs ***(spark ignited systems only)***
- Points, Condenser
- Cap, Rotor
- Wiring, Coil
- Corrosion

Load Bank Testing Qualifications and Warnings

As stated in NFPA 110, load bank testing of standby generator sets is recommended or required in life safety applications. In the absence of a load bank connection point, Austin Generator Service must disconnect the generator electrical feeder/s at the generator breaker/s to connect the Load Bank. As a result, emergency power from the generator will not be available to serve emergency loads during a power outage. It is the Customer's responsibility to notify all necessary parties that the generator will not be available. To reduce this risk, Austin Generator Service can provide and connect rental generators, upon request. Costs for rental generators and their installation are not included in this Agreement, unless otherwise noted. Additionally, Austin Generator Service can provide and install approved connection systems, upon request.

CUSTOMER ASSUMES ALL LIABILITY AND RISK FOR ANY IMPACT TO CUSTOMER FACILITY, INCLUDED LIFE SAFETY, WHICH MAY RESULT FROM UNEXPECTED POWER OUTAGES THAT MAY OCCUR DURING ANY MAINTENANCE, REPAIRS, AND/OR LOAD BANK TESTING. AUSTIN GENERATOR SERVICE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OR WEAR AND TEAR TO EXISTING GENERATOR FEEDER/S AND/ OR BREAKER/S AS A RESULT OF LOAD BANK TESTING.

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we **Austin Welder & Generator Service, Inc., 2004 Howard Lane, Austin, TX 78728** as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 9737 Great Hills Trail, Suite 320, Austin, TX 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto the **Williamson County, Texas, 904 S Main Street, Georgetown, TX 78626** as Obligee, hereinafter called the Obligee, in the sum of **five** Percent (**5%**) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for **Project No 1812-283 – Emergency Generator and Automatic Transfer Switch Preventive Maintenance, Repair.**

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

Bid bond is conditional upon Williamson County accepting SureTec's Annual Performance and Payment bond forms for this apparent multi-year contract obligation.

SIGNED, sealed and dated this **2nd** day of **January**, **2019**.

Austin Welder & Generator Service, Inc.
(Principal)

BY: _____

TITLE: _____

SureTec Insurance Company

BY: _____
Barbara A. Shamard, Attorney-In-Fact

POA #: 4221202

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Peter Pincoffs, John S. Burns, Jr., Chris Brandt, Rob Bridges, Todd Davis, George S. Sykes, Jr., William H. Page, Jr., Barbara A. Shamard, Karl Williamson

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 20th day of December , A.D. 2018 .

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., CEO

State of Texas ss:
County of Harris

On this 20th day of December , A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN GREENLEAF
Notary Public, State of Texas
Comm. Expires 05-18-2021
Notary ID 126903029

_____
Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 2nd day of January, 2019, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

WILLIAMSON COUNTY
1848

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	**1812-283** Emergency Generator & Automatic Transfer Switch Preventative Maintenance, Repair and Rental Services	**Department:**	FACILITIES MANAGEMENT
Vendor Name:	AUSTIN GENERATOR SERVICES		
Purpose/Intended Use of Product or Service (summary): RENEWAL #2 (Final)			
Type of Contract:	RFP	**Start Date:**	10/01/2022
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	9/30/2023
Department Contact:	CHRISTI STROMBERG AND SHANTIL MOORE		

- **Williamson County wishes to extend this bid/proposal with a price increase (as detailed in the attached spreadsheet) and same terms and conditions as the existing contract with Austin Generator Services.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 3rd and final of three (3) one (1) year renewal option periods:**

Renewal Option Period 2	OCTOBER 1, 2022 – SEPTEMBER 30, 2023
Renewal Option Period 1	OCTOBER 1, 2021 – SEPTEMBER 30, 2022
Initial Contract Period	OCTOBER 1, 2020 – SEPTEMBER 30, 2021

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Austin Generator Service

Name Kurtiss E. Summers

Title President

Signature _____

Date August 19, 2022

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

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

1812-283 Emergency Generator and Automatic Transfer Switch Preventive Maintenance/Repair

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

#	Facility Name Address Make Model/Serial #, KW, Fuel Type	Quarterly Inspection Cost* FY22	Quarterly Inspection Cost* FY23	Increase Percentage	Quarterly & Annual Inspection Cost** FY22	Quarterly & Annual Inspection Cost** FY23	Increase Percentage	Quarterly, Annual Inspection & Triennial Cost*** FY22	Quarterly, Annual Inspection & Triennial Cost*** FY23	Increase Percentage	Annual Fuel Testing FY22	Annual Fuel Testing FY23	Increase Percentage	Generator Site Visit @ Bid Yes / No
1. HR0587	**Round Rock Annex Bldg A** 211 Commerce Cove, Round Rock Baldor Model #IDLC80-J2S, Serial #P0508290007, 180 kW Diesel	$140.00	$155.00	11%	$955.00	$1,025.00	7%	$3,245.00	$3,345.00	3%	$200.00	$220.00	10%	Yes
2. N/A	**Central Maintenance Facility** 3151 SE Inner Loop, Georgetown Onan Model #GGFB-3388565, Serial #B000062477, 35 kW NG	$110.00	$140.00	27%	$630.00	$690.00	9%	$2,280.00	$2,400.00	5%	N/A	N/A	0%	Yes
3. JR0388	**Juvenile Justice Center** 200 Wilco Way, Georgetown Generac Model #2254270400, Serial #2066635, 200 kW Diesel	$140.00	$175.00	25%	$1,060.00	$1,130.00	7%	$3,542.00	$3,787.00	7%	$200.00	$220.00	10%	Yes
4. YR1201	**Emergency Services Operations Center** 911 Tracy Chambers Lane, Georgetown Cummins Model #DQFAD-1206664, Serial #F120358177, 1000 kW Diesel	$280.00	$280.00	0%	$3,775.00	$3,775.00	0%	$12,950.00	$12,950.00	0%	$200.00	$220.00	10%	Yes
5. SR1401	**South Jail** 508 Rock St, Georgetown Generac Model #SD0400KG22125D18HPYY3, Serial #9159996, 400 kW Diesel	$170.00	$190.00	12%	$1,525.00	$1,625.00	7%	$4,741.00	$5,109.00	8%	$200.00	$220.00	10%	Yes
6. SR0276	**North Jail** 508 Rock St, Georgetown Cummins Model #DFLE-5583568, Serial #K020442322, 1500 kW Diesel	$325.00	$325.00	0%	$4,610.00	$4,625.00	0%	$14,900.00	$15,165.00	2%	$200.00	$220.00	10%	Yes
7. HR0485	**Georgetown Health Dept** 102 W. 3rd St, Georgetown Sentry Pro Model #SPL-1000-325, Serial #AH 2- 200, 109 kW Diesel	$125.00	$150.00	20%	$830.00	$875.00	5%	$2,915.00	$3,033.00	4%	$200.00	$220.00	10%	No
8. HR0889	**Taylor Health Dept.** 115 W. 6th St., Taylor Baldor Model #IDLC-150-JD, Serial # P071015001, 150 kW Diesel	$130.00	$150.00	15%	$925.00	$985.00	6%	$3,215.00	$3,345.00	4%	$200.00	$220.00	10%	No
	Total	**$4,260.00**	**$4,695.00**	**10%**	**$14,310.00**	**$14,730.00**	**3%**	**$47,788.00**	**$49,134.00**	**3%**	**$1,400.00**	**$1,540.00**	**10%**	

#	Facility Name Address Make Model/Serial #, KW, Fuel Type	Quarterly Inspection Cost* FY22	Quarterly Inspection Cost* FY23	Increase Percentage	Quarterly & Annual Inspection Cost** FY22	Quarterly & Annual Inspection Cost** FY23	Increase Percentage	Quarterly, Annual Inspection & Triennial Cost*** FY22	Quarterly, Annual Inspection & Triennial Cost*** FY23	Increase Percentage	Annual Fuel Testing FY22	Annual Fuel Testing FY23	Increase Percentage	Generator Site Visit @ Bid Yes / No
9. HR0170	**Cedar Park Annex** 350 Discovery Blvd, Cedar Park Shindaiwa Model # DGK45C, Serial #71041- 0000471, 36 kW Diesel	$110.00	$140.00	27%	$630.00	$685.00	9%	$2,280.00	$2,507.00	10%	$200.00	$220.00	10%	Yes
10. HR1710	**WCCHD** 355 Texas Ave, Round Rock Cummins/Onan Model #C35 D6, Serial # K170274292, 35 kW Diesel	$110.00	$140.00	27%	$630.00	$690.00	9%	$2,310.00	$2,415.00	5%	$200.00	$220.00	10%	Yes
11. BR1819	**North Campus- Impound Yard** 3181 SE Inner Loop, Georgetown Kohler Model #15REOZK, Serial #SGM32JKH7, 15 kW Diesel	$110.00	$140.00	27%	$610.00	$690.00	13%	$2,230.00	$2,385.00	7%	$200.00	$220.00	10%	Yes
12. BR1820	**North Campus – EMS Training** 3189 SE Inner Loop, Georgetown Kohler Model #80REOZJK, Serial #SGM32JKJW, 80 kW Diesel	$120.00	$150.00	25%	$805.00	$880.00	9%	$2,775.00	$2,928.00	6%	$200.00	$220.00	10%	Yes
13. BR1821	**North Campus – Fuel Station** 3161 SE Inner Loop, Georgetown Kohler Model #80REOZJK, Serial #PE4045N012544, 80 kW Diesel	$120.00	$150.00	25%	$805.00	$880.00	9%	$2,775.00	$2,928.00	6%	$200.00	$220.00	10%	Yes
14. N/A	**Justice Center** 405 MLK, Georgetown Kohler Model # 125REOZJG, Serial #, 128kW Diesel	$0.00	$155.00	0%	$0.00	$1,035.00	0%	$0.00	$3,410.00	0%	$0.00	$220.00	0%	
15. N/A	**Medic 41** 206 Northlawan, Taylor Diesel	$0.00	$160.00	0%	$0.00	$725.00	0%	$0.00	$2,492.00	0%	$0.00	$220.00	0%	
16. N/A	**Medic 42** 1427 N. Main Street, Taylor Diesel	$0.00	$160.00	0%	$0.00	$725.00	0%	$0.00	$2,492.00	0%	$0.00	$220.00	0%	
17. N/A	**Public Safety / Medic 11** 1781 E. Old Settlers' Blvd. Round Rock Diesel	$0.00	$190.00	0%	$0.00	$1,625.00	0%	$0.00	$5,109.00	0%	$0.00	$220.00	0%	
	Total	**$1,710.00**	**$4,155.00**	**54%**	**$3,480.00**	**$7,935.00**	**40%**	**$12,370.00**	**$26,666.00**	**34%**	**$1,000.00**	**$1,980.00**	**32%**	

****Total Percentage increase for FY22 ($86,318) to FY23 ($110,835) is 22.12%**

GENERATOR RENTAL RATES – As Needed*****				
Generator Size	**Daily**	**Weekly**		**Monthly**
35 KW	$725	$975		$1,725
200 KW	$1,725	$2,475		$4,725
400 KW	$2,150	$3,350		$6,950
1000 KW	$3,400	$5,800		$13,000
1500 KW	$4,000	$7,600		$18,400
Cables	**Daily**	**Weekly**		**Monthly**
4/0 Cable, 50' Length	$25	$50		$100
4/0 Female Pigtails	$5	$10		$20
4/0 Male Pigtails	$5	$10		$20

***Performed three (3) times per year in 1st, 3rd & 4th quarters.**
****Performed once per year and includes quarterly inspection done in the second quarter.**
*****Performed once during the second quarter every third year with first service in 2020.**
******Indicate Yes (Y) or No (N) in dedicated column for each listed generator if site visit occurred prior to bid submission.**
*******Pricing includes mobilization, delivery, hook-up, disconnect, and pick-up fees.**

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

Labor Rate for Service:	Hourly Rate FY22		Hourly Rate FY23		Increase %
Normal Working Hours – Remediate Repairs	$115.00		$135.00		17.39%
Overtime Hours – Outside of normal working hours	$172.50		$202.50		17.39%

Materials – Remedial Repairs:
Materials not covered under quarterly, annual or triennial inspections:
☐ Contractor shall invoice at MSRP/List* price less _0__percent. Materials purchased at local retail suppliers by Contractor field staff:
☐ Contractor shall invoice at cost (sales receipt/invoiced price).
*****MSRP/List – Williamson County reserves the right to request from Contractor any published or printed catalog that reflects MSRP/List price for verification purposes.

Commissioners Court - Regular Session **20.**

Meeting Date: 08/30/2022

Justice Center Judges' Security (P476) – ODR for Angel Nunez

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 Facilities Project Manager, Angel Nunez, with general authority to approve change orders for the Justice Center Judges' Security Project (P476**)** for any increase or decrease in cost of $30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/23/2022 01:18 PM
Form Started By: Wendy Danzoy		Started On: 08/23/2022 09:55 AM
Final Approval Date: 08/23/2022		

Commissioners Court - Regular Session **21.**

Meeting Date: 08/30/2022

Jail Gym Air Quality Project (P572) – ODR for Angel Nunez

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 Facilities Project Manager, Angel Nunez, with general authority to approve change orders for the Jail Gym Air Quality Project (P572**)** for any increase or decrease in cost of $30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/23/2022 01:19 PM
Form Started By: Wendy Danzoy		Started On: 08/23/2022 10:12 AM
Final Approval Date: 08/23/2022		

Commissioners Court - Regular Session **22.**

Meeting Date: 08/30/2022

Berry Springs Park Amenities Project (P559) – ODR for Angel Gomez

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 Facilities Senior Project Manager, Angel Gomez, with general authority to approve change orders for the Berry Springs Park Amenities Project (P559) for any increase or decrease in cost of $30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/23/2022 09:02 AM
Form Started By: Wendy Danzoy		Started On: 08/23/2022 08:44 AM
Final Approval Date: 08/23/2022		

Commissioners Court - Regular Session **23.**

Meeting Date: 08/30/2022

YMCA Pedestrian Bridge (P555) – ODR for Angel Nunez

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 Facilities Project Manager, Angel Nunez, with general authority to approve change orders for the YMCA Pedestrian Bridge Project (P555**)** for any increase or decrease in cost of $30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/23/2022 01:17 PM
Form Started By: Wendy Danzoy		Started On: 08/23/2022 09:53 AM
Final Approval Date: 08/23/2022		

Commissioners Court - Regular Session **24.**

Meeting Date: 08/30/2022

Historic Courthouse Doors – Vaughn Change Order 3 (4509)

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 accepting a report from Vaughn Construction, Change Order No. 3 for the Williamson County Historic Courthouse Doors project. This is a no-cost change order to extend substantial completion to September 30, 2022. Funding Source is 100.1000.4509

Background

This change order is to add 51 days to substantial completion for the Historic Courthouse Doors project (4510). Department point of contact is Dwayne Gossett. On March 6, 2018, the Williamson County Commissioners Court approved Williamson County Facilities Director, Dale Butler, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vaughn CO3

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/25/2022 09:14 AM
County Judge Exec Asst.	Becky Pruitt	08/25/2022 10:19 AM
Form Started By: Wendy Danzoy		Started On: 08/25/2022 08:40 AM
Final Approval Date: 08/25/2022		

VAUGHN
CONSTRUCTION

6604 N. Lamar Blvd.
Austin, TX 78752

T: (512) 663-7461

July 28, 2022

Dwayne Gossett
Williamson County
710 Main Street, Ste 101
Georgetown, TX 78626

Re: Historic Courthouse Doors

Job No: 283806

Subj: Change Proposal No. 283806-0003

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of to provide time extension of fifty-one (51) calendar days due to lead times caused by COVID for the above referenced project.

New Substantial Completion Date: 09/30/2022

Our price is valid for Fourteen (14) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments:

CC:

FORM B

PROJECT: Historic Courthouse Doors

CHANGE PROPOSAL NO: 283806-0003

Totals

Insurance, Tax, Benefits on Labor	$0.00
Overhead	$0.00
Fee on Subs	$0.00
Fee on JTV	$0.00
Bond	$0.00
Remodel Tax	$0.00
TOTAL	

TIME EXTENSION TO CONTRACT: 51 Days

Submitted Date: 7/28/2022

Accepted

By: _____
Williamson County

Date: 7/28/22

VAUGHN CONSTRUCTION

By: _____
Doug Boram

Proposal Valid for 14 Days

Commissioners Court - Regular Session **25.**

Meeting Date: 08/30/2022

Rodriguez Engineering Labs 3412 WA1 SA2 On Call Materials Testing

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between Rodriguez Engineering Laboratories LLC and Williamson County dated April 21, 2020 for On Call Materials Testing & Geotechnical Engineering Services. This supplemental is to extend the expiration date to September 30, 2024. Funding source: 01.0200.0210.004160.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rodriguez Engineering Labs 3412 WA1 SA2 On Call Materials Testing

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Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/22/2022 04:38 PM
County Judge Exec Asst.	Becky Pruitt	08/23/2022 08:06 AM
Form Started By: Vicky Edwards		Started On: 08/22/2022 03:45 PM
Final Approval Date: 08/23/2022		

SUPPLEMENTAL WORK AUTHORIZATION NO. __2_
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Materials Testing & Geotechnical Engineering Services

This Supplemental Work Authorization No. __2_ to Work Authorization No. __1__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 21, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Rodriguez Engineering Laboratories LLC (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective June 30, 2020 (the "Work Authorization");

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

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

AGREEMENT

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

I. The above referenced Work Authorization termination date shall be modified to **September 30, 2024**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM:	**COUNTY:**
By: 	By: _____
Signature	Signature
Jose Melendez, P.E.	Bill Gravell, Jr.
Printed Name	Printed Name
Laboratory Engineer	County Judge
Title	Title
8/22/2022	_____
Date	Date

Attachment C - Work Schedule

Rodriguez Engineering Laboratories LLC will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **26.**

Meeting Date: 08/30/2022

HNTB Road Bond WA 4

Submitted For: Robert Daigh **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of $13,105,047.00 to expire September 30, 2023 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant (GEC) - Road Bond Project Management, Design Management, and Construction Management. Funding source: Road Bonds.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WA4- Road Bond

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 11:58 AM
Form Started By: Kelly Murphy		Started On: 08/25/2022 11:21 AM
Final Approval Date: 08/25/2022		

DocuSign Envelope ID: 25E35F17-9943-4DAA-9E44-4BA1DF68F373

ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER 04

This Annual Fiscal Year Work Authorization is made as of this 1st day of October 2022, under the terms and conditions established in the Agreement for Engineering Services **(**General Engineering Consultant (GEC) – Road Bond Project Management, Design Management, and Construction Management), dated December 17, 2019 (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (Engineer). This Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

> *Provide engineering management services required to initiate and monitor production of contract documents and construction for the projects in the Williamson County FY 2019 Road Bond Program.*

Section A. - Scope of Services

A.1. Engineer shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Any Services not listed in Exhibit B and/or exceeding the Authorized Fee.

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

See attached Exhibit B.

Section B. - Schedule

This Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 2023. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

October 1, 2022 – September 30, 2023

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of $ 13,105,047.00 payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

DocuSign Envelope ID: 25E35F17-9943-4DAA-9E44-4BA1DF68F373

Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:

See Attached Exhibit A

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and Engineer have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas (County)	HNTB Corporation (Engineer)
By: _____	By: DocuSigned by: 9ACA541B923C447...
Name: _____	Name: A. Scott Haywood
Title: _____	Title: Vice President
Date: _____	Date: 8/25/2022

DocuSign Envelope ID: 25E35F17-9943-4DAA-9E44-4BA1DF68F373

EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED
BY COUNTY

The services to be provided by COUNTY under the Agreement shall consist of the following items for the Williamson County Road Bond Program road and drainage projects.

1. Furnish all reference documents, information and project data for the development of the projects.
2. Provide traffic data and available schematic layouts for projects in the bond program.
3. Provide design contracts, fee schedules, and project schedules as provided by the project consultants.

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EXHIBIT B

SERVICES TO BE PROVIDED BY THE CONSULTANT

The services to be performed by the Consultant under this Contract shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for the Williamson County Road Bond Program.

The Consultant will furnish materials required to perform the engineering services below.

Program Management

1. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
2. Meet with Commissioners and County staff monthly to identify priority projects.
3. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
4. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
5. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
6. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
7. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
8. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
9. Meet with Texas Department of Transportation (TxDOT) representatives monthly or as new on-system projects are kicked off, to review TxDOT's proposed improvement program

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for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements and Local On-System Agreements between Williamson County and TxDOT for "partnering" projects.

10. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.

11. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.

12. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. Specifically, the team will focus on proposals that could affect project development and timely delivery of 2019 Road Bond projects. The team will also pursue new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.

13. Amend and update, in coordination with the Commissioners Court and County staff, the Long-Range Transportation Plan.

14. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County Road bond projects, as needed.

15. Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of road and drainage projects, including:
    - Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.
    - Prepare a Master Schedule for the Road Bond Program, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the program and maintained in P6 or Microsoft Project.
    - Maintain Bond Program Standard Procedures Manual.
    - Maintain Bond Program Standard Forms.
    - Maintain Bond Program Engineering Design Criteria.
    - Maintain Bond Program Plan Preparation Criteria.
    - Provide an annual update of the Standard Detail sheets.
    - Review existing Construction Specifications and revise, as necessary. Create new Construction Specifications and Provisions, as needed.
    - Review existing Williamson County Bid Package and Contract Documents and revise, as necessary.

16. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.

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17. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.

18. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.

19. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.

20. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.

21. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the construction phase of road bond projects.

22. Prepare and issue project documentation throughout the duration of the project.

23. Continually identify and assess industry best practices that might be of value to the Road Bond Program.

Design & Planning Phase Oversight

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.

2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.

3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
   - Provide UC consultant with project list, location maps, and implementation schedule.
   - Facilitate coordination between the UC consultant and design consultants.
   - Review reasonableness of utility conflict strip maps.
   - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
   - Review and process utility agreements submitted by the UC consultant.
   - Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.
   - Review and process utility invoices submitted by the UC consultant.

4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
   - Prepare draft scope of work for each road project.
   - Review final scope of work submitted for each road project.

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- Review reasonableness of engineering fee estimate for each project.
- Assist Client in negotiation of contracts with selected firms.
- Conduct kick-off meeting with project firm/team.
- Review QA/QC plans submitted by design firms for conformance with County requirements.
- Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
- Provide design services for Road Bond projects when requested by County.
- Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.
- Review invoices, as requested.
- Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
- Oversee submission of plans to local governments, TxDOT, TxDOT Toll Operations Division (TOD), and Texas Commission on Environmental Quality (TCEQ), as required.
- Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

5. Manage and oversee the Environmental consultant activities, including:
   - Facilitate coordination between the Environmental consultant and design consultant.
   - Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.
   - Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.

6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.

7. Manage and oversee survey firm activities, including:
   - Prepare or review survey scope of work for on-call or project specific work authorizations.
   - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.
   - Review draft field notes for accuracy and coordinate with ROW attorney for title search.
   - Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.

8. Provide constructability reviews for each project, including:
   - Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.
   - Perform site visit to confirm the quality of existing site condition information provided in the construction documents.

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- Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
- Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
- Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
- Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
- Review reasonableness of engineering fee estimate for each project.
- Provide value engineering services for projects outside of scope and budget, as necessary.

9. Provide bid phase services, including:
   - Coordinate the preparation of the final bid documents.
   - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
   - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
   - Facilitate the pre-bid conference.
   - Prepare/distribute meeting minutes and sign-in sheet to attendees.
   - Assist County and design engineer with answering contractor questions during advertisement period.
   - Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
   - Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
   - Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.
   - Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.
   - Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
   - Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

Construction & Warranty Phase Oversight

1. Manage and oversee the construction of the projects, including:
   - Coordinate the preparation and execution of the construction contract documents.
   - Prepare and distribute Notice of Award to contractor.
   - Prepare and submit Notice of Intent to TCEQ and others, as required.
   - Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
   - Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.

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- Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
- Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
- Prepare and distribute the Notice to Proceed to contractor.
- Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
- Review and evaluate contractor's construction schedule monthly.
- Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
- Receive and review/document subcontractor agreements.
- Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
- Attend weekly construction progress meetings.
- Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
- Photograph ongoing construction activities daily through construction of projects.
- Prepare monthly construction update presentation for the Court.
- Prepare and issue traffic control notifications to affected entities.
- Perform and document traffic control inspections.
- Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if applicable.
- Receive and review QC test results for compliance with the specifications.
- Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
- Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- Assist the County in documentation of the DBE program.
- Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- Maintain program summary of proposed and executed changes orders for active and completed construction projects.
- Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
- Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract

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time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
- Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
- Coordinate with bond holders as necessary in the event of default by the prime contractor.
- Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
- Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.

2. Coordinate, schedule, and attend groundbreaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.

3. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.

4. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.

5. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or other local entities for reimbursement of expenditures on jointly funded projects, as needed.

6. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.

7. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.

8. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.

9. Coordinate with State agencies (TxDOT, TxDOT TOD, TCEQ) and local governments on behalf of the Road Bond Team to facilitate construction of the Road Bond projects with respect to facilities owned by these agencies, and/or to expedite the review and approval process of proposed change orders by these agencies.

10. Provide support to the County as requested in the event of a third-party claim.

11. Manage and oversee construction project close-out and warranty period, including:
    - Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.

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- Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
- Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
- Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
- Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
- Review and approve final pay application and retainage release.
- Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
- Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
- Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
- Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

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Williamson County Road Bond Program
General Engineering Consultant

EXHIBIT C
FEE SCHEDULE

Contract No. 70391
Work Authorization No. 4

	Principal	Sr. Project Advisor	Sr. Project Manager	Project Manager	Deputy Project Manager	Sr. Engineer	Project Engineer	Design Engineer	EIT	Sr. CADD Technician	CADD Technician	Principal Planner	Environmental Specialist	Sr. Environmental Planner	Environmental Planner	GIS Analyst	Sr. Public Involvement Representative	Sr. Urban Planner	Urban Planner	Sr. Construction Manager
October 1, 2022 - September 30, 2023	1,101	2,706	4,664	9,020	2,055	1,662	1,788	2,833	6,456	186	525	24	274	1,281	1,334	2,115	33	187	18	1,375
WORK AUTHORIZATION TOTALS	1,101	2,706	4,664	9,020	2,055	1,662	1,788	2,833	6,456	186	525	24	274	1,281	1,334	2,115	33	187	18	1,375
BILLING RATES	$ 390	$ 353	$ 297	$ 241	$ 217	$ 217	$ 184	$ 146	$ 119	$ 174	$ 87	$ 269	$ 214	$ 168	$ 124	$ 130	$ 126	$ 212	$ 121	$ 204
TOTAL HNTB LABOR	$ 429,390	$ 955,218	$ 1,385,208	$ 2,173,820	$ 445,935	$ 360,654	$ 328,992	$ 413,618	$ 768,264	$ 32,364	$ 45,675	$ 6,456	$ 58,636	$ 215,208	$ 165,416	$ 274,950	$ 4,158	$ 39,644	$ 2,178	$ 280,500

HNTB Fee
October 1, 2022 - September 30, 2023
SUBTOTAL

JOB TOTALS

Williamson County Road Bond Program
General Engineering Consultant

EXHIBIT C
FEE SCHEDULE

Contract No. 70391
Work Authorization No. 4

	Construction Manager	Sr. Construction Representative	Construction Representative III	Construction Representative II	Sr. Developer	Developer II	Developer	Sr. Business Manager	Project Analyst	Quality Manager	Sr. Project Controls	Project Controls	Sr. Scheduler	Scheduler	Administrative Assistant	Intern	**TOTALS**
October 1, 2022 - September 30, 2023	4,350	1,905	10,768	2,067	175	116	31	7	425	83	6,537	2,409	-	222	30	2,127	70,890
WORK AUTHORIZATION TOTALS	4,350	1,905	10,768	2,067	175	116	31	7	425	83	6,537	2,409	-	222	30	2,127	70,890
BILLING RATES	$ 179	$ 168	$ 147	$ 136	$ 187	$ 163	$ 121	$ 214	$ 104	$ 174	$ 157	$ 98	$ 217	$ 172	$ 83	$ 81	
TOTAL HNTB LABOR	$ 778,650	$ 320,040	$ 1,582,881	$ 281,112	$ 32,725	$ 18,908	$ 3,751	$ 1,498	$ 44,200	$ 14,442	$ 1,026,309	$ 236,082	$ -	$ 38,184	$ 2,490	$ 172,287	$ 12,940,047

	Total Hours	Expenses: Reproduction / Headlight	Expenses: Travel	Labor	Subconsultant Labor	**TOTAL FEE**
HNTB Fee						
October 1, 2022 - September 30, 2023	70,890	$ 50,000	$ 115,000	$ 12,940,047		$ 13,105,047
SUBTOTAL	**70,890**					**$ 13,105,047**
JOB TOTALS	70,890	$ 50,000	$ 115,000	$ 12,940,047	$ -	$ 13,105,047

Commissioners Court - Regular Session **27.**

Meeting Date: 08/30/2022

HNTB Road and Bridge WA

Submitted For: Robert Daigh **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of $1,593,816.00 to expire September 30, 2023 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant (GEC) - Road and Bridge Project Management, Design Management, and Construction Management.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WA4- Road and Bridge

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 11:59 AM
Form Started By: Kelly Murphy		Started On: 08/25/2022 11:41 AM
Final Approval Date: 08/25/2022		

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WORK AUTHORIZATION NUMBER 04

This Work Authorization is made as of this 1st day of October 2022, under the terms and conditions established in the Agreement for Engineering Services **(**General Engineering Consultant (GEC) – Road and Bridge Project Management, Design Management, and Construction Management), dated December 17, 2019 (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (Engineer). This Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

> *Provide engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs and departments, excluding the Williamson County Road Bond Program.*

Section A. - Scope of Services

A.1. Engineer shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Any Services not listed in Exhibit B and/or exceeding the Authorized Fee.

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

See attached Exhibit B.

Section B. - Schedule

This Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 2023. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

October 1, 2022 – September 30, 2023

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of $1,593,816.00 payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

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Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Work Authorization, County shall bear all costs incident to compliance with the following:

See Attached Exhibit A

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and Engineer have executed this Work Authorization.

Williamson County, Texas (County)	HNTB Corporation (Engineer)
By: _____	By: DocuSigned by: _____ 9ACA541B923C447...
Name: _____	Name: A. Scott Haywood
Title: _____	Title: Vice President
Date: _____	Date: 8/25/2022

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EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED
BY COUNTY

The services to be provided by COUNTY under the Agreement shall consist of the following items.

1. Furnish all reference documents, information and project data for the development of the projects.
2. Provide traffic data and available schematic layouts for projects in the bond program.
3. Provide design contracts, fee schedules, and project schedules as provided by the project consultants.

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EXHIBIT B

SERVICES TO BE PROVIDED BY THE CONSULTANT

The services to be performed by the Consultant under this Contract shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs and departments, excluding the Williamson County Road Bond Program.

The Consultant will furnish materials required to perform the engineering services below.

Program Management

1. Amend and update, in coordination with the Commissioners Court and County staff, the Long-Range Transportation Plan.
2. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
3. Meet with Commissioners and County staff monthly to identify priority projects.
4. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
5. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
6. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
7. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
8. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
9. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.

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10. Meet with Texas Department of Transportation (TxDOT) representatives monthly or as new on-system projects are kicked off, to review TxDOT's proposed improvement program for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements and Local On-System Agreements between Williamson County and TxDOT for "partnering" projects.

11. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.

12. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.

13. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. The team will also pursue new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.

14. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County projects, as needed.

15. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.

16. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.

17. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.

18. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.

19. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.

20. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the projects.

21. Prepare and issue project documentation throughout the duration of the project.

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Design & Planning Phase Oversight

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.

2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.

3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
   - Provide UC consultant with project list, location maps, and implementation schedule.
   - Facilitate coordination between the UC consultant and design consultants.
   - Review reasonableness of utility conflict strip maps.
   - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
   - Review and process utility agreements submitted by the UC consultant.
   - Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.
   - Review and process utility invoices submitted by the UC consultant.

4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
   - Prepare draft scope of work for each road project.
   - Review final scope of work submitted for each road project.
   - Review reasonableness of engineering fee estimate for each project.
   - Assist Client in negotiation of contracts with selected firms.
   - Conduct kick-off meeting with project firm/team.
   - Review QA/QC plans submitted by design firms for conformance with County requirements.
   - Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
   - Provide design services for various Williamson County program projects when requested by County.
   - Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.
   - Review invoices, as requested.
   - Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
   - Oversee submission of plans to local governments, TxDOT, TxDOT Toll Operations Division (TOD), and Texas Commission on Environmental Quality (TCEQ), as required.
   - Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

5. Manage and oversee the Environmental consultant activities, including:
   - Facilitate coordination between the Environmental consultant and design consultant.

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- Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.
- Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.

6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.

7. Manage and oversee survey firm activities, including:
   - Prepare or review survey scope of work for on-call or project specific work authorizations.
   - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.
   - Review draft field notes for accuracy and coordinate with ROW attorney for title search.
   - Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.

8. Provide constructability reviews for each project, including:
   - Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.
   - Perform site visit to confirm the quality of existing site condition information provided in the construction documents.
   - Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
   - Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
   - Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
   - Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
   - Review reasonableness of engineering fee estimate for each project.
   - Provide value engineering services for projects outside of scope and budget, as necessary.

9. Provide bid phase services, including:
   - Coordinate the preparation of the final bid documents.
   - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
   - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
   - Facilitate the pre-bid conference.
   - Prepare/distribute meeting minutes and sign-in sheet to attendees.

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- Assist County and design engineer with answering contractor questions during advertisement period.
- Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
- Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
- Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.
- Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.
- Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
- Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

Construction & Warranty Phase Oversight

1. Manage and oversee the construction of the projects, including:
   - Coordinate the preparation and execution of the construction contract documents.
   - Prepare and distribute Notice of Award to contractor.
   - Prepare and submit Notice of Intent to TCEQ and others, as required.
   - Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
   - Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.
   - Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
   - Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
   - Prepare and distribute the Notice to Proceed to contractor.
   - Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
   - Review and evaluate contractor's construction schedule monthly.
   - Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
   - Receive and review/document subcontractor agreements.
   - Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
   - Attend weekly construction progress meetings.
   - Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
   - Photograph ongoing construction activities daily through construction of projects.
   - Prepare monthly construction update presentation for the Court.
   - Prepare and issue traffic control notifications to affected entities.
   - Perform and document traffic control inspections.
   - Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if

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applicable.
- Receive and review QC test results for compliance with the specifications.
- Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
- Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- Assist the County in documentation of the DBE program.
- Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- Maintain program summary of proposed and executed changes orders for active and completed construction projects.
- Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
- Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
- Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
- Coordinate with bond holders as necessary in the event of default by the prime contractor.
- Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
- Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.

2. Coordinate, schedule, and attend groundbreaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.

3. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.

4. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews

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may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.

5. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or other local entities for reimbursement of expenditures on jointly funded projects, as needed.

6. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.

7. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.

8. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.

9. Coordinate with State agencies (TxDOT, TxDOT TOD, TCEQ) and local governments to facilitate construction of the projects with respect to facilities owned by these agencies, an/or to expedite the review and approval process of proposed change orders by these agencies.

10. Provide support to the County as requested in the event of a third-party claim.

11. Manage and oversee construction project close-out and warranty period, including:
    - Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.
    - Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
    - Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
    - Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
    - Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
    - Review and approve final pay application and retainage release.
    - Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
    - Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
    - Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
    - Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

Williamson County Road and Bridge
General Engineering Consultant

EXHIBIT C
FEE SCHEDULE

Contract No. 77139
Work Authorization No. 4

	Principal	Sr. Project Manager	Project Manager	Sr. Engineer	Project Engineer	Design Engineer	EIT	Sr. CADD Technician	Environmental Specialist	Sr. Environmental Planner	Environmental Planner	GIS Analyst	Sr. Public Involvement Representative	Sr. Urban Planner
October 1, 2022 - September 30, 2023	454	1,647	605	8	1,266	1,044	724	382	9	134	262	88	1	1
WORK AUTHORIZATION TOTALS	454	1,647	605	8	1,266	1,044	724	382	9	134	262	88	1	1
BILLING RATES	$ 390	$ 297	$ 241	$ 217	$ 184	$ 146	$ 119	$ 174	$ 214	$ 168	$ 124	$ 130	$ 126	$ 212
TOTAL HNTB LABOR	$ 177,060	$ 489,159	$ 145,805	$ 1,736	$ 232,944	$ 152,424	$ 86,156	$ 66,468	$ 1,926	$ 22,512	$ 32,488	$ 11,440	$ 126	$ 212

HNTB Fee
October 1, 2022 - September 30, 2023
SUBTOTAL

JOB TOTALS

Williamson County Road and Bridge
General Engineering Consultant

EXHIBIT C
FEE SCHEDULE

Contract No. 77139
Work Authorization No. 4

	Sr. Construction Manager	Sr. Construction Representative	Sr. Developer	Sr. Business Manager	Project Analyst	Sr. Project Controls	Project Controls	Sr. Scheduler	Scheduler	Administrative Assistant	Intern	**TOTALS**
October 1, 2022 - September 30, 2023	2	-	85	3	232	4	28	-	3	-	49	7,215
WORK AUTHORIZATION TOTALS	2	-	85	3	232	4	28	-	3	-	49	7,215
BILLING RATES	$ 204	$ 168	$ 187	$ 214	$ 104	$ 157	$ 98	$ 217	$ 172	$ 83	$ 81	
TOTAL HNTB LABOR	$ 408	$ -	$ 15,895	$ 642	$ 24,128	$ 628	$ 2,744	$ -	$ 516	$ -	$ 3,969	$ 1,533,816

	Total Hours	Expenses Print/Repro	Expenses Travel	Labor	Subconsultant Fees	**TOTAL FEE**
HNTB Fee						
October 1, 2022 - September 30, 2023	7,215	$ 10,000	$ 50,000	$ 1,533,816	$ -	$ 1,593,816
SUBTOTAL	**7,215**					**$ 1,593,816**
JOB TOTALS	7,215	$ 10,000	$ 50,000	$ 1,533,816	$ -	$ 1,593,816

Commissioners Court - Regular Session **28.**

Meeting Date: 08/30/2022

Preliminary plat for the Lodges at Open Acres Ranch subdivision – Pct 4

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 preliminary plat for the Lodges at Open Acres Ranch subdivision – Precinct 4.

Background

This proposed subdivision consists of 20 lots and no new roads on 41.692 acres.

Timeline

2021-01-14 – initial submittal of the preliminary plat
2021-02-12 – 1st review complete with comments
2021-12-17 – 2nd submittal of preliminary plat
2021-12-29 – 2nd review complete with comments
2022-01-24 – 3rd submittal of preliminary plat
2022-02-02 – 3rd review complete with comments
2022-02-08 – 4th submittal of preliminary plat
2022-02-23 – 4th review complete with comments
2022-06-14 – 5th submittal of preliminary plat
2022-06-30 – 5th review complete with comments
2022-07-19 – 6th submittal of preliminary plat
2022-07-28 – 6th review complete with comments
2022-08-10 – 7th submittal of preliminary plat
2022-08-24 – 7th review complete with comments clear
2022-08-25 – preliminary plat placed on the August 30, 2022 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

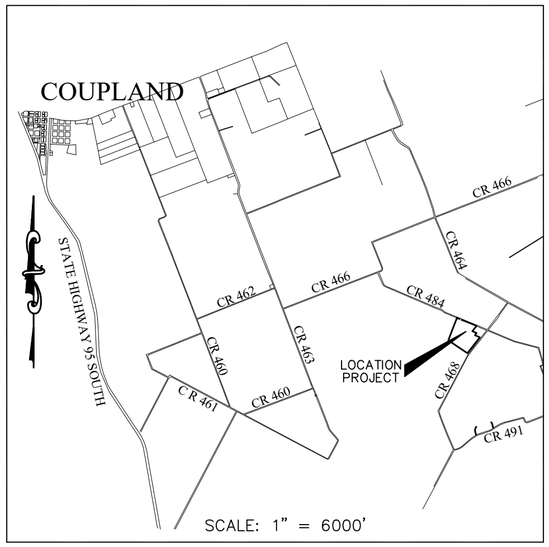
preliminary plat - Lodges at Open Acres Ranch

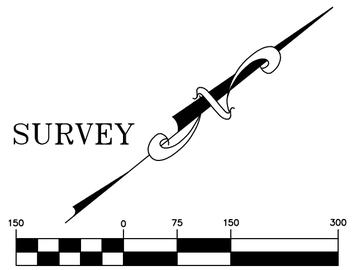
Form Review

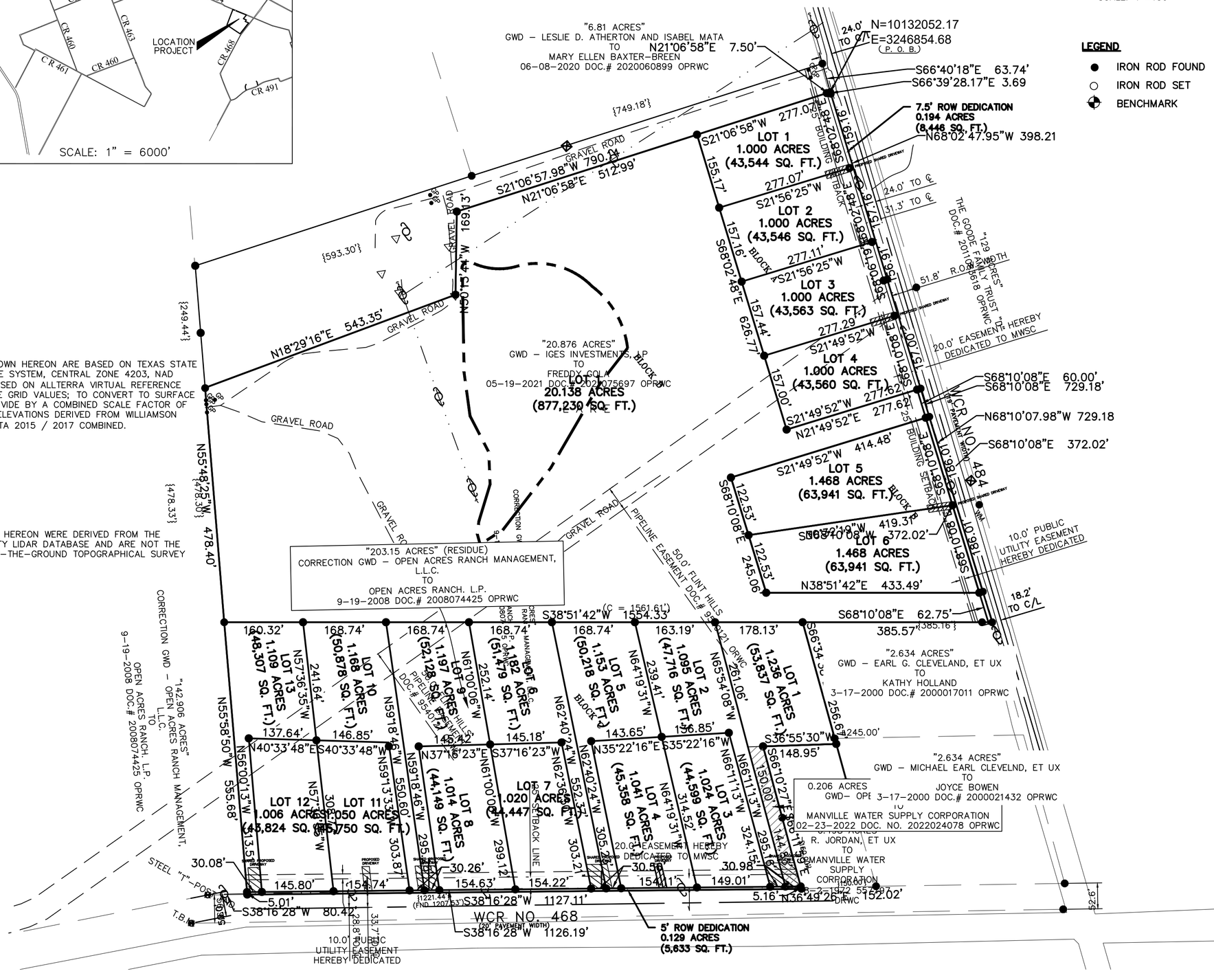
Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 11:59 AM
Form Started By: Adam Boatright		Started On: 08/25/2022 11:34 AM
Final Approval Date: 08/25/2022		

PRELIMINARY PLAT
LODGES AT OPEN ACRES RANCH
41.692 ACRE TRACT OUT OF THE THOMAS A. GRAVES SURVEY
ABSTRACT NO. 252
WILLIAMSON COUNTY, TEXAS

VICINITY MAP







THE BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83/93; DATUM BASED ON ALLTERRA VIRTUAL REFERENCE NETWORK AND ARE GRID VALUES; TO CONVERT TO SURFACE VALUES PLEASE DIVIDE BY A COMBINED SCALE FACTOR OF 0.999932041612. ELEVATIONS DERIVED FROM WILLIAMSON COUNTY LIDAR DATA 2015 / 2017 COMBINED.

CONTOURS SHOWN HEREON WERE DERIVED FROM THE WILLIAMSON COUNTY LIDAR DATABASE AND ARE NOT THE RESULT OF AN ON–THE–GROUND TOPOGRAPHICAL SURVEY

OWNER:
IGES INVESTMENTS, OPEN ACRES RANCH,LP
650 CR 468, ELGIN, TX 78621
512.423.0362
GIRLINGB@HOTMAIL.COM

SURVEYOR:
BRUCE BRYAN, RPLS
BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TEXAS 76574
BRUCE@BRYANTECHNICALSERVICES.COM

ENGINEER:
HAGOOD ENGINEERING ASSOCIATES
900 E. MAIN ST.
ROUND ROCK, TX 78664
RAQUELR@HEAENG.COM

ACREAGE:
41.692 ACRES

NUMBER OF LOTS BY TYPE:
DEVELOPMENT – 20

ACREAGE BY LOT TYPE:
DEVELOPMENT – 41.692 ACRES
TOTAL ACREAGE – 41.692 ACRES

PATENT SURVEY:
THOMAS A. GRAVES
ABSTRACT NO. 252

NUMBER OF BLOCKS: 4

LINEAR FEET OF NEW STREETS: 0

CONNECTIVITY INDEX: NOT APPLICABLE

SUBMITTAL DATE:
TDB , 2022

BENCHMARK DESCRIPTION:
1/2" IRON ROD
N = 10,129,979.60 FEET
E = 3,247,355.349 FEET
ELEVATION = 609.53 FEET (NAVD 88, GEOID MODEL 2012)

PRELIMINARY PLAT OF
LODGES AT OPEN ACRES RANCH

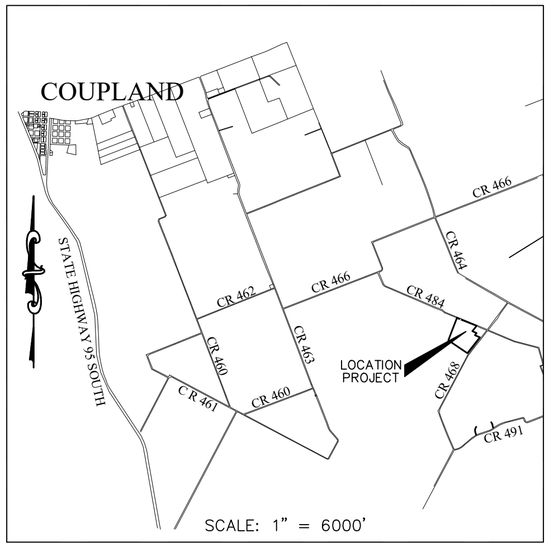
41.692 ACRE TRACT OUT OF THE
THOMAS A. GRAVES SURVEY
ABSTRACT NO. 252
WILLIAMSON COUNTY, TEXAS

BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FIRM No. 10128500
Bruce@BryanTechnicalServices.com
www.bryantechnicalservices.com

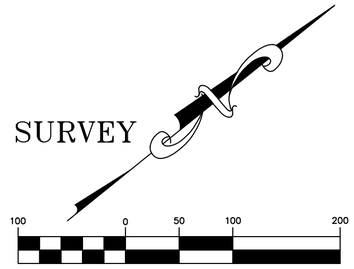
NO.	DATE	REVISIONS	BY

DRAWN BY: JC	CHECKED BY: BB
SCALE: 1" = 1"=100'	APPROVED BY: BB
PROJECT NO. 20–411	DATE: AUGUST 10, 2022

VICINITY MAP



PRELIMINARY PLAT
LODGES AT OPEN ACRES RANCH
41.692 ACRE TRACT OUT OF THE THOMAS A. GRAVES SURVEY
ABSTRACT NO. 252
WILLIAMSON COUNTY, TEXAS



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CONTOURS SHOWN HEREON WERE DERIVED FROM THE WILLIAMSON COUNTY LIDAR DATABASE AND ARE NOT THE RESULT OF AN ON-THE-GROUND TOPOGRAPHICAL SURVEY

LEGEND
- IRON ROD FOUND
- IRON ROD SET
- BENCHMARK

N=10132052.17
E=3246854.68
P. O. B.

N21°06'58"E 7.50'
S66°40'18"E 63.74'
S66°39'28.17"E 3.69

"6.81 ACRES"
GWD – LESLIE D. ATHERTON AND ISABEL MATA
TO
MARY ELLEN BAXTER-BREEN
06-08-2020 DOC.# 2020060899 OPRWC

"142.906 ACRES"
GWD – ROBERT G. W. GIRLING IV, ET UX RENEE G. S. GIRLING
TO
OPEN ACRES RANCH, LP
12-13-2007 DOC.# 200874429 OPRWC

"142.906 ACRES"
GWD – OPEN ACRES RANCH, LP
TO
CEIGEN EIGHT POINT RANCH LLC
10-15-2021 DOC.# 2021158926 OPRWC

"20.876 ACRES"
GWD – IGES INVESTMENTS, LP
TO
FREDDY GOLA
05-19-2021 DOC.# 2021075697 OPRWC

"203.15 ACRES" (RESIDUE)
CORRECTION GWD – OPEN ACRES RANCH MANAGEMENT, L.L.C.
TO
OPEN ACRES RANCH. L.P.
9-19-2008 DOC.# 2008074425 OPRWC

"142.906 ACRES"
OPEN ACRES RANCH MANAGEMENT, L.L.C.
TO
OPEN ACRES RANCH. L.P.
9-19-2008 DOC.# 2008074425 OPRWC
CORRECTION GWD – OPEN ACRES RANCH MANAGEMENT, L.L.C.

"129 ACRES"
THE GOODE FAMILY TRUST "D"
DOC.# 2011083618 OPRWC

LOT 1
1.000 ACRES
(43,544 SQ. FT.)

LOT 2
1.000 ACRES
(43,546 SQ. FT.)

LOT 3
1.000 ACRES
(43,563 SQ. FT.)

LOT 4
1.000 ACRES
(43,560 SQ. FT.)

LOT 5
1.468 ACRES
(63,941 SQ. FT.)

LOT 6
1.468 ACRES
(63,941 SQ. FT.)

LOT 1
20.138 ACRES
(877,230 SQ. FT.)

LAKE

BLOCK A
BLOCK B
BLOCK D

7.5' ROW DEDICATION
0.194 ACRES
(8,446 SQ. FT.)

N68°02'47.95"W 398.21

LOTS 1 AND 2 BLOCK A SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

LOTS 3 AND 4 BLOCK A SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

LOTS 5 AND 6 BLOCK B SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

20.0' EASEMENT HEREBY DEDICATED TO MWSC

EXISTING DRIVEWAY ACCESS TO LOT 1 BLOCK D

10.0' PUBLIC UTILITY EASEMENT HEREBY DEDICATED

S68°10'08"E 60.00'
S68°10'08"E 729.18'
N68°10'07.98"W 729.18
S68°10'08"E 372.02'
N68°10'08"W 372.02'
S68°10'08"E 62.75'
S68°10'08"E 385.57' {385.16'}

N18°29'16"E 543.35'
N55°48'25"W 478.40'
{478.33'}
{478.30'}
{593.30'}
{749.18'}
{249.44'}

S21°06'57.98"W 790.14'
N21°06'58"E 512.99'
S21°06'58"W 277.07'
S68°02'48"E 1559.18'
S21°56'25"W 277.07'
S68°02'48"E 1559.18'
S21°56'25"W 277.11'
S68°02'48"E 626.77'
S21°49'52"W 277.29'
S21°49'52"W 277.62'
N21°49'52"E 277.62'
S21°49'52"W 414.48'
S30°32'19"W 419.31'
N38°51'42"E 433.49'
S38°51'42"W 1554.33' (C = 1561.61')

155.17'
157.16'
157.44'
157.00'
122.53'
245.06'
122.53'

N68°04'14"W 169.13'

160.32' 168.74' 168.74' 168.74' 168.74' 163.19' 178.13'

24.0' TO C/L
25' BUILDING SETBACK
51.8' R.O.W. WIDTH
19' PAVEMENT WIDTH
18.2' TO C/L
MATCH LINE - SHT: 2

GRAVEL ROAD

PIPELINE EASEMENT
50.0' FLINT HILLS
DOC.# 9540121 ORWC

CR NO. 484

OWNER:
IGES INVESTMENTS, OPEN ACRES RANCH,LP
650 CR 468, ELGIN, TX 78621
512.423.0362
GIRLINGB@HOTMAIL.COM

SURVEYOR:
BRUCE BRYAN, RPLS
BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TEXAS 76574
BRUCE@BRYANTECHNICALSERVICES.COM

ENGINEER:
HAGOOD ENGINEERING ASSOCIATES
900 E. MAIN ST.
ROUND ROCK, TX 78664
RAQUELR@HEAENG.COM

ACREAGE:
41.692 ACRES

NUMBER OF LOTS BY TYPE:
DEVELOPMENT – 20

ACREAGE BY LOT TYPE:
DEVELOPMENT – 41.692 ACRES
TOTAL ACREAGE – 41.692 ACRES

PATENT SURVEY:
THOMAS A. GRAVES
ABSTRACT NO. 252

NUMBER OF BLOCKS: 4

LINEAR FEET OF NEW STREETS: 0

CONNECTIVITY INDEX: NOT APPLICABLE

SUBMITTAL DATE:
TDB , 2022

BENCHMARK DESCRIPTION:
1/2" IRON ROD
N = 10,129,979.60 FEET
E = 3,247,355.349 FEET
ELEVATION = 609.53 FEET (NAVD 88, GEOID MODEL 2012)

PRELIMINARY PLAT OF
LODGES AT OPEN ACRES RANCH

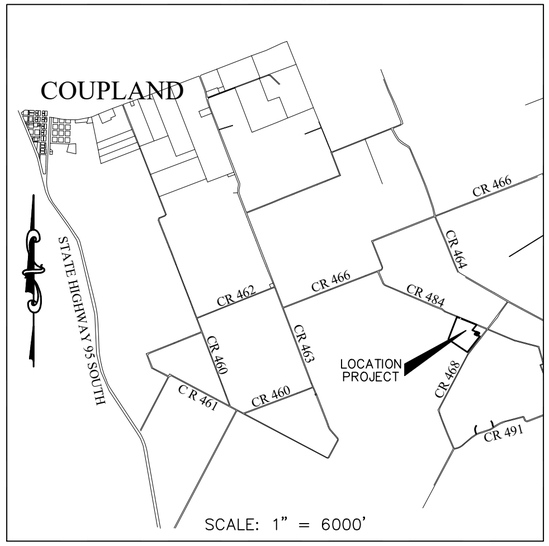
41.692 ACRE TRACT OUT OF THE
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ABSTRACT NO. 252
WILLIAMSON COUNTY, TEXAS

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911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FIRM No. 10128500
Bruce@BryanTechnicalServices.com
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: JC	CHECKED BY: BB
SCALE: 1" = 1"=100'	APPROVED BY: BB
PROJECT NO. 20-411	DATE: AUGUST 10, 2022

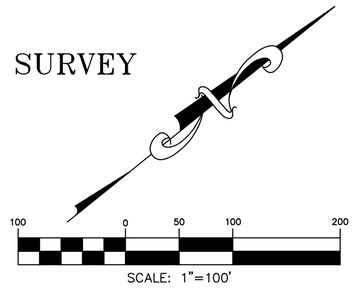
VICINITY MAP



PRELIMINARY PLAT
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41.692 ACRE TRACT OUT OF THE THOMAS A. GRAVES SURVEY
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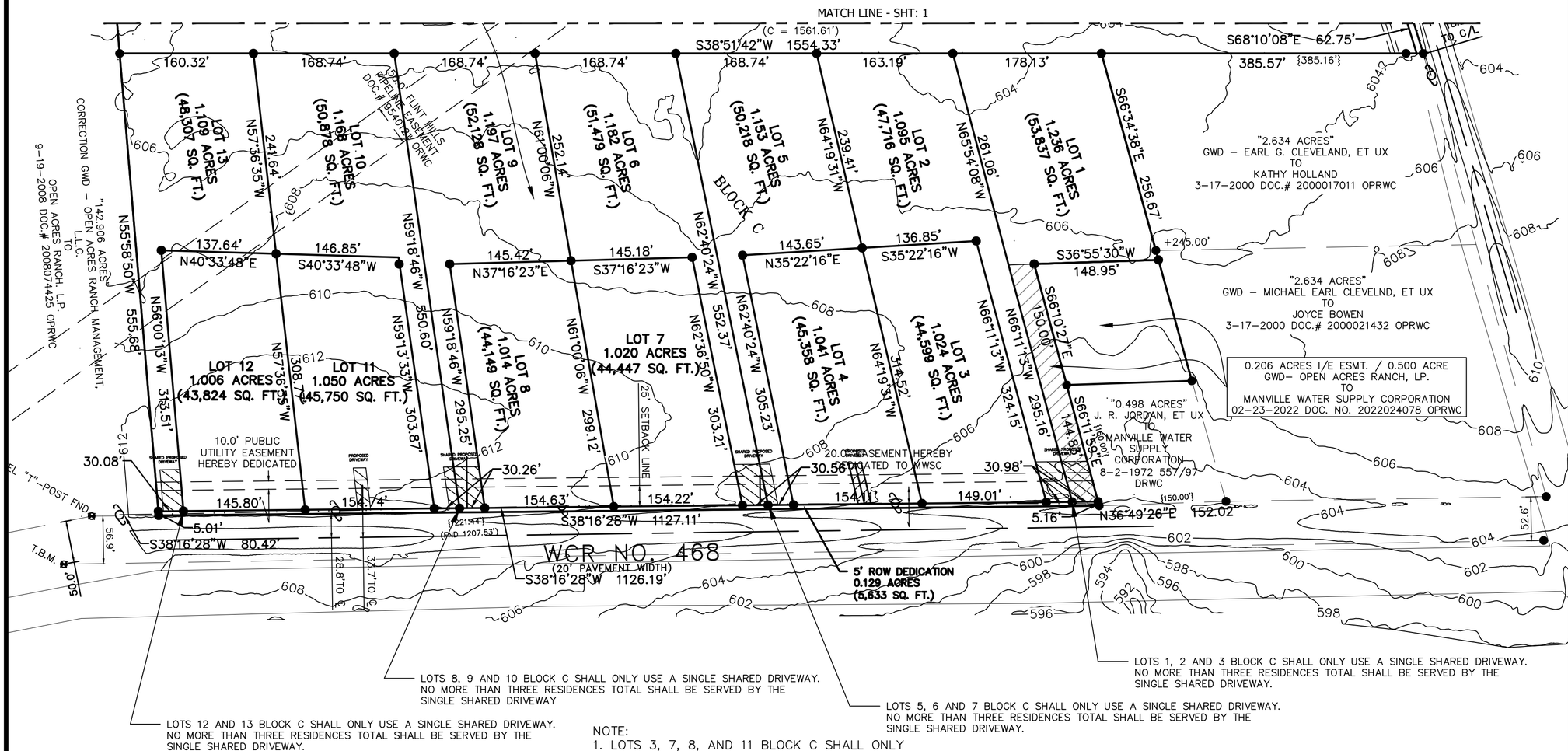
IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.



LEGEND

- ● IRON ROD FOUND
- ○ IRON ROD SET
- ⌖ BENCHMARK



LOTS 12 AND 13 BLOCK C SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

LOTS 8, 9 AND 10 BLOCK C SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY

LOTS 5, 6 AND 7 BLOCK C SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

LOTS 1, 2 AND 3 BLOCK C SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

ABBREVIATIONS

FND. – FOUND
P.O.B. – PLACE OF BEGINNING
I.R. – IRON ROD
N.F. – NOT FOUND
R.O.W. – RIGHT-OF-WAY
DRWC – DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
ORWC – OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
OPRWC – OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D W/VL – DEED WITH VENDOR'S LIEN
WCR – WILLIAMSON COUNTY ROAD
{xx.xx'} – RECORD CALL

NOTE:
1. LOTS 3, 7, 8, AND 11 BLOCK C SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY
2. IF SIDEWALKS ARE CONSTRUCTED THEN ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

UTILITY PROVIDERS:
WATER: – MANVILLE WATER SUPPLY CORPORATION
ELECTRICITY: BLUEBONNET ELECTRIC COOPERATIVE
SEWAGE: ON-SITE SEWAGE FACILITY (OSSF)

THE BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83/93; DATUM BASED ON ALLTERRA VIRTUAL REFERENCE NETWORK AND ARE GRID VALUES; TO CONVERT TO SURFACE VALUES PLEASE DIVIDE BY A COMBINED SCALE FACTOR OF 0.999932041612. ELEVATIONS DERIVED FROM WILLIAMSON COUNTY LIDAR DATA 2015 / 2017 COMBINED.

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512.423.0362
GIRLINGB@HOTMAIL.COM

SURVEYOR:
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ENGINEER:
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RAQUELR@HEAENG.COM

ACREAGE:
41.692 ACRES

NUMBER OF LOTS BY TYPE:
DEVELOPMENT – 20

ACREAGE BY LOT TYPE:
DEVELOPMENT – 41.692 ACRES
TOTAL ACREAGE – 41.692 ACRES

PATENT SURVEY:
THOMAS A. GRAVES
ABSTRACT NO. 252

NUMBER OF BLOCKS: 3

LINEAR FEET OF NEW STREETS: 0

CONNECTIVITY INDEX: NOT APPLICABLE

SUBMITTAL DATE:
?

BENCHMARK DESCRIPTION:
1/2" IRON ROD
N = 10,129,979.60 FEET
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ELEVATION = 609.53 FEET (NAVD 88, GEOID MODEL 2012)

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LODGES AT OPEN ACRES RANCH

41.692 ACRE TRACT OUT OF THE
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Bruce@BryanTechnicalServices.com
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: JC	CHECKED BY: BB
SCALE: 1" = 1"=100'	APPROVED BY: BB
PROJECT NO. 20-411	DATE: AUGUST 10, 2022

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

OPEN ACRES RANCH, LP OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2008074425 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, 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 ####.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 20___.

_____
ROBERT GIRLING IV
CO-OWNER/MANAGER
OPEN ACRES RANCH, LP
650 CR 468, ELGIN, TX 78621

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT GIRLING IV, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

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

OPEN ACRES RANCH, LP OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2008074425 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, 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 ##########################.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 20___.

_____
RENEE GIRLING
CO-OWNER/ MANAGER
OPEN ACRES RANCH, LP
650 CR 468, ELGIN, TX 78621

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RENEE GIRLING, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

LIEN HOLDER

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I **CODY MAUCK**, AUTHORIZED PERSON AT **FIRST NATIONAL BANK OF BASTROP**, LIEN HOLDER OF THE CERTAIN 41.692 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. **2008074425** OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION, OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE COUNTY OF WILLIAMSON TEXAS MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS **LODGES AT OPEN ACRES RANCH**.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____DAY OF _____, 2022.

_____
CODY MAUCK
FIRST NATIONAL BANK
1312 HIGHWAY 290
ELGIN TEXAS 78621

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CODY MAUCK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF _____, 2022 .

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: _____

PRELIMINARY PLAT
LODGES AT OPEN ACRES RANCH
41.692 ACRE TRACT OUT OF THE
THOMAS A. GRAVES SURVEY ABSTRACT NO. 252
WILLIAMSON COUNTY, TEXAS

41.692 ACRES

These notes describe that certain tract of land situated in the THOMAS A. GRAVES SURVEY, A-252 located in Williamson County, Texas; subject tract being a part of and out of the residual portion of a called "203.15 Acres" conveyed in a Correction Warranty Deed from Open Acres Ranch Management, LLC, a Texas Limited Liability Company, to Open Acres Ranch, LP, a Texas Limited Partnership dated 09-18-2008 as recorded in Document No. 2008074425 of the Official Public Records of Williamson County (OPRWC) and all of a called "31.31 Acres" conveyed in a Warranty deed with Vendors Lien from Open Acres Ranch, LP, a Texas Limited Partnership to IGES Investments dated 10-21-2016 as recorded in Document No. 2016099501, OPRWC, being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, during the month of September, 2020 and being more fully described as follows:

BEGINNING at a found ½" iron rod (North = 10,132, 052.17 feet, East = 3,246,854.68 feet) in the South line of Williamson County Road No. 484, same being the Northwest corner of said "31.31 Acres" and the Northeast corner of a called "6.81 Acres" conveyed in a General Warranty Deed from Leslie D. Atherton and Isabel Mata to Mary Ellen Baxter-Breen dated 06-08-2020 as recorded in Document No. 2020060899, OPRWC;

THENCE with the North line of said "31.31 Acres" and said South line of Williamson County Road No. 484 as follows:

- South 66° 40' 18" East 63.74 feet to a found ½" iron rod,
- South 68° 02' 48" East 398.25 feet to a found ½" iron rod and
- South 68° 10' 08" East 729.18 feet to a found ½" iron rod at the Northeast corner of said "31.31 Acres", same being the Northwest corner of a called "2.634 Acres" conveyed in a General Warranty Deed from Earl G. Cleveland, et ux to Kathy Holland dated 03-17-2000 as recorded in Document no. 2000017011, OPRWC;

THENCE South 38° 51' 42" West with the common line of said "31.31 Acres" and "2.634 Acres", generally along a wire game fence, a distance of 385.57 feet to a set ½" iron rod (capped BTS) at the Southwest corner of said "2.634 Acres", same being the upper Northwest corner of aforementioned "203.15 Acres";

THENCE South 66° 34' 38" East with the common line of said "2.634 Acres" and "203.15 Acres", passing a found ½" iron rod at the Southeast corner of said "2.634 Acres" at a distance of 245.00 feet, same being the Southwest corner of a called "2.634 Acres" conveyed in a General Warranty deed from Michel Earl Cleveland to Joyce Bowen dated 3-17-2000 as recorded in Document No. 2000021432, OPRWC, and continuing with the common line of said "203.15 Acres" and "Bowen 2.634 Acres" an additional 11.67 feet for a total distance of 256.67 feet to a set ½" iron rod (capped BTS) at an exterior corner of subject tract; found a ½" iron rod at the Northwest corner of a called "0.498 Acre" conveyed in a Deed from J. R. Jordan, et ux, to Manville Water Supply Corporation dated 8-2-1972 as recorded in Volume 557, Page 97 of the Deed Records of Williamson County (DRWC) bearing South 66° 34' 38" East a distance of 150.36 feet;

THENCE, over and across said "203.15 Acres", the following two calls:

- South 36° 55' 30" West 148.95 feet to a set ½" iron rod (capped BTS) at an interior corner of subject tract and
- South 66° 10' 27" East 150.00 feet to a found ½" iron rod at the Southwest corner of said "0.498 Acre", same being a corner of said "203.15 Acres" ;

THENCE South 66° 11' 59" East with the South line of said "0.498 Acre" tract a distance of 149.99 feet to a found ½" iron rod at the Southeast corner of same in the West line of Williamson County Road No. 468, same being the Northeast corner of said "203.15 Acres"; found a ½" iron rod at the Northeast corner of said "0.498 Acre" tract, same being the Southeast corner of aforementioned "Bowen 2.634 Acres", bearing North 36° 49' 26" East a distance of 152.02 feet;

THENCE South 38° 16' 28" West with the common line of said "203.15 Acres" and Williamson County Road No. 468 a distance of 1127.11 feet to a set ½" iron rod (capped BTS) at the Southeast corner of subject tract; found a steel "T"-post at an interior corner of said "203.15 Acres" bearing South 38° 16' 28" West a distance of 80.42 feet;

THENCE North 55° 58' 50" West, over and across said "203.15 Acres", a distance OF 655.68 feet to a ½" iron rod found at the Southwest corner of a called "20.876 Acres" as conveyed in a General Warranty Deed from IGES Investments, LP to Freddy Gola dated 05-19-2021 as recorded in Document No. 2021075697, OPRWC;

THENCE North 55° 48' 25" West with the West line of said "20.876 Acres", same being an interior line of said "203.15 Acres", generally along a wire game fence, a distance of 478.40 feet to a found ½" iron rod at an exterior corner of said "203.15 Acres", same being the Westernmost Northwest corner of said "20.876 Acres", same being an exterior corner of a called "142.906 Acres" conveyed in a General Warranty Deed from Open Acres Ranch, LP, to Ciegen Eight Point Ranch dated 10-15-2021 as recorded in Document No. 2021158926, OPRWC;

THENCE North 18° 29' 16" West with the Westernmost North line of said "20.876 Acres", same being an exterior line of said "142.906 Acres", generally along a wire game fence, a distance OF 643.35 feet to a set ½" iron rod (capped BTS) at an interior corner of said "31.31 Acres", same being an exterior corner of said "142.906 Acres;

THENCE North 50° 13' 44" West with a common line of said "20.876 Acres" and "142.906 Acres" a distance of 169.13 feet to a to a set ½" iron rod (capped BTS) at an exterior corner of said "31.31 Acres", same being an interior corner of said "142.906 Acres;

THENCE North 21° 06' 58" East with a common line of said "20.876 Acres" and "142.906 Acres" a distance of a distance of 797.64 feet to the PLACE OF BEGINNING, containing according to the dimensions herein stated, an area of 41.692 Acres.

Surveyor's Note: Bearings shown hereon based on Texas State Plane Coordinate System, Central Zone 4203, NAD 83/93 datum based on Allterra virtual reference network and are grid values; to convert to surface values please divide by a combined scale factor of 0.999932041612.

NOTE:
SIGNATURE BLOCKS WILL NOT BE SIGNED DURING THE PRELIMINARY PLAT PROCESS.

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

I, BRUCE L. BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE WILLIAMSON COUNTY REGULATIONS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20___.

_____
BRUCE L. BRYAN DATE
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4249
STATE OF TEXAS

BRYAN TECHNICAL SERVICES, INC.

911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090

FIRM No. 10128500

www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: JC	CHECKED BY: BB
SCALE: 1" = 1"=100'	APPROVED BY: BB
PROJECT NO. 20-411	DATE: AUGUST 10, 2022

PRELIMINARY PLAT
LODGES AT OPEN ACRES RANCH
41.692 ACRE TRACT OUT OF THE
THOMAS A. GRAVES SURVEY ABSTRACT NO. 252
WILLIAMSON COUNTY, TEXAS

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

I, TERRY HAGOOD, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER ##########, EFFECTIVE DATE ##########.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20___.

_____
TERRY HAGOOD DATE
REGISTERED PROFESSIONAL ENGINEER, NO. 52960
STATE OF TEXAS

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THE CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

_____
J. TERRON EVERTSON, P.E., D.R., C.F.M. DATE
WILLIAMSON COUNTY ENGINEER

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OF SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS VERIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

_____
J. TERRON EVERTSON, P.E., D.R., C.F.M. DATE
WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR

NOTE:
SIGNATURE BLOCKS WILL NOT BE SIGNED DURING THE PRELIMINARY PLAT PROCESS.

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE _____ DAY OF _____, 20___, A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, 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

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

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 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 RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

BTS
911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FIRM No. 10128500
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: JC	CHECKED BY: BB
SCALE: 1" = 1"=100'	APPROVED BY: BB
PROJECT NO. 20-411	DATE: AUGUST 10, 2022

PRELIMINARY PLAT
LODGES AT OPEN ACRES RANCH
41.692 ACRE TRACT OUT OF THE
THOMAS A. GRAVES SURVEY ABSTRACT NO. 252
WILLIAMSON COUNTY, TEXAS

SCHEDULE B EXCEPTIONS FROM COVERAGE

10.

a. Easement:
Recorded: Volume 301, Page 536, Deed Records, Williamson County, Texas. To: Lower Colorado River Authority
Purpose: Electric (Tracts 1 and 2) **DOES NOT AFFECT**

b. Easement:
Recorded: Volume 581, Page 738, Deed Records, Williamson County, Texas. To: Manville Water Supply Corporation
Purpose: Pipeline (Tracts 1 and 2) **MAY AFFECT BLANKET TYPE EASEMENT BASE ON LINE LOCATION**

c. Easement:
Recorded: Document Nos. 9540121, 9536594 and 9555361, Official Records, Williamson County, Texas.
To: Koch Refining Company, L.P.
Purpose: Pipeline (Tracts 1 and 2) **AFFECTS AS SHOWN**

d. Mineral and/or royalty interest in and to all coal, lignite, oil, gas and other minerals; together with all rights incident thereto: Recorded: Volume 536, Page 5, Deed Records, Williamson County, Texas.
Title to said interest has not been researched subsequent to the date of the above referenced instrument and the Company makes no representation as to the ownership or holder of such interest(s). (Tracts 1 and 2) **NOT RELATED TO SURFACE RIGHTS, NOT RESEARCHED**

e. Rights of Marvin William Sundbeck and son, Dennis Sundbeck to hunt upon subject property, as reserved in Deed recorded in Volume 2114, Page 717, Official Records, Williamson County, Texas. Said rights released and relinquished to Daniel R. Pittsford in Document No. 2003092073, Official Public Records, Williamson County, Texas. (Tracts 1 and 2) **NOT RELATED TO SURFACE RIGHTS, NOT RESEARCHED**

f. Easement:
Recorded: Document No. 2020037818, Official Public Records, Williamson County, Texas.
To: Bluebonnet Electric Cooperative, Inc. Purpose: Electric and Telecommunications Systems (Tract 2) **DOES NOT AFFECT TRACT TRACT 1**

g. Easement:
Recorded: Document No. 2003081885, Official Public Records, Williamson County, Texas.
To: Manville Water Supply Corporation Purpose: Water Distribution Lines (Tracts 3 and 4) **DOES NOT AFFECT TRACT 1**

h. Easement:
Recorded: Document No. 2020062629, Official Public Records, Williamson County, Texas.
To: Manville Water Supply Corporation Purpose: Temporary Workspace Easement (Tracts 3 and 4) **DOES NOT AFFECT TRACT 1**

i. Any portion of subject property lying within the boundaries of a dedicated or undedicated public or private roadway as shown on that survey dated March 1, 2022, prepared by Bruce Lane Bryan, No. 4249. (Tract 3) **DOES NOT AFFECT TRACT 1**

j. All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, together with all rights, privileges, and immunities relating thereto appearing in the public records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed. **NOTED**

k. Any visible and apparent easement, either public or private, located on or across the land, the existence of which is not disclosed by the Public Records as herein defined. **NOTED**

l. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. **NOTED**

m. Rights of tenants, as tenants only, under any and all unrecorded leases or rental agreements. (NOTE: This item can be deleted upon receipt of an Affidavit executed by the seller evidencing there are not any outstanding leases or rental agreements. If the Affidavit reveals unrecorded outstanding leases or rental agreements the exception may be modified to make specific exception to those matters.) **NOTED**

THIS SURVEY HAS BEEN PREPARED UTILIZING A COMMITMENT FOR TITLE INSURANCE PREPARED BY **INDEPENDENCE TITLE**, GF NO. **2208947-ELG**, EFFECTIVE DATE: MARCH 4, 2022.,

911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FIRM No. 10128500
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: JC	CHECKED BY: BB
SCALE: 1" = 1"=100'	APPROVED BY: BB
PROJECT NO. 20-411	DATE: AUGUST 10, 2022

Commissioners Court - Regular Session **29.**

Meeting Date: 08/30/2022

Final plat for the Vista Acres subdivision – Pct 4

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 Vista Acres subdivision – Precinct 4.

Background

This subdivision consists of 28 lots and no new roads.

Timeline

2022-06-03 – initial submittal of the final plat
2022-06-24 – 1st review complete with comments
2022-07-07 – 2nd submittal of the final plat
2022-07-21 – 2nd review complete with comments
2022-08-17 – 3rd submittal of final plat with signatures
2022-08-18 – 3rd review complete with comments clear
2022-08-25 – final plat placed on the August 30, 2022 Commissioners Court agenda for consideration

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Fiscal Impact

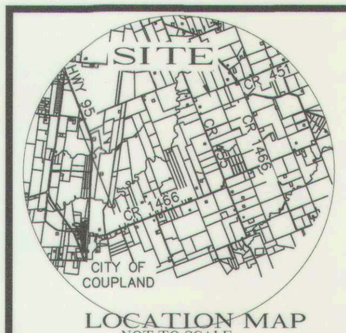
From/To	Acct No.	Description	Amount

Attachments

final plat - Vista Acres

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 11:59 AM
Form Started By: Adam Boatright		Started On: 08/25/2022 11:39 AM
Final Approval Date: 08/25/2022		



LOCATION MAP
NOT TO SCALE

200 0 200 400
(IN FEET)
1 inch = 200 ft.

LEGEND

- ● IRON ROD FOUND UNLESS OTHERWISE NOTED
- ○ IRON ROD SET WITH CAP MARKED "ATWELL LLC"
- B.L. BUILDING LINE
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.U.E. PUBLIC UTILITY EASEMENT

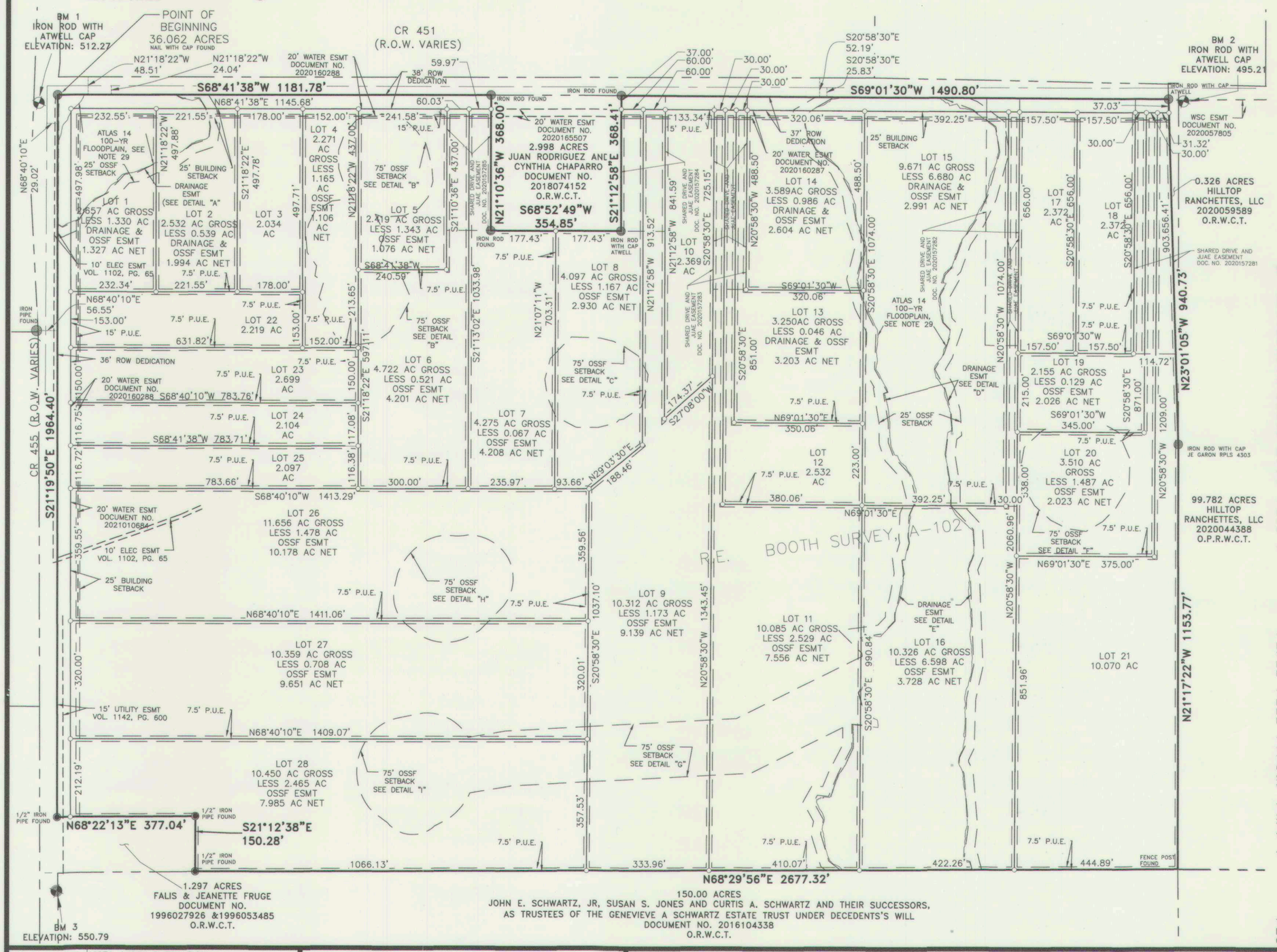
FINAL PLAT
VISTA ACRES SUBDIVISION

A SUBDIVISION OF 143.092 ACRES, MORE OR LESS, OF LAND AREA IN THE R.E. BOOTH SURVEY, ABSTRACT NO. 102, IN WILLIAMSON COUNTY, TEXAS.,

MINIMUM FINISHED FLOOR ELEVATIONS (FFE)		
LOT	FFE (ft msl)	
	NORTH BOUNDARY	SOUTH BOUNDARY
1	506.64	
2	504.77	
11	488.91	499.53
13	485.60	
14	484.17	485.10
15	484.17	488.91
16	488.91	499.53

VISTA ACRES DRIVEWAY TABLE					
CULVERT NUMBER	LOT NUMBER	CULVERT DIA (in)	NUMBER BARRELS	CULVERT LENGTH (FT)	SLOPE (%)
1	28	NONE	-	-	-
2	27	18	1	22	1.0%
3	26	18	1	22	1.0%
4	25	18	1	22	2.6%
5	24	18	1	22	2.1%
6	23	18	2	22	1.5%
7	22	18	2	22	1.0%
8	1	24	2	22	1.0%
9	2	18	1	22	1.0%
10	3	18	1	22	1.0%
11	4	18	1	22	1.0%
12	5	NONE	-	-	-
13	6,7	18	1	22	1.0%
14	8,9	18	2	22	1.0%
15	10	18	2	22	1.0%
16	11,12,13	24	2	22	1.0%
17	14	24	2	22	1.0%
18	15,16	24	2	22	1.0%
19	17	24	2	22	1.0%
20	18	24	2	22	1.0%
21	19,20,21	24	1	22	1.0%

Culvert sizes are based on the 10-yr flows and 20% impervious cover and existing conditions for the properties along CR 451 and CR 455. Hydraflow Express software was used to determine culvert sizes and HGLs.



DESCRIPTION:

A 143.092 ACRE (6,233,065 SQUARE FEET), TRACT OF LAND, LYING WITHIN THE R.E. BOOTH SURVEY, ABSTRACT 102, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THE REMAINDER OF A 143.092 ACRE TRACT CONVEYED TO HERO ARCHETYPE LLC IN DOCUMENT NO. 2020116504, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF A 10.096 ACRE TRACT CONVEYED TO FABIAN AMADOR AND BLANCA AMADOR IN DOCUMENT NO. 2021000182, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF A 10.351 ACRE TRACT CONVEYED TO CHAD KIOUS AND ELIZABETH KIOUS IN DOCUMENT NO. 2021025811, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF A 10.110 ACRE TRACT CONVEYED TO JOSE ELIZONDO IN DOCUMENT NO. 2021000311, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF A 10.363 ACRE TRACT CONVEYED TO PILAR GONZALEZ–MUNOZ AND LUIS LIRA IN DOCUMENT NO. 2021017134, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF A 11.954 ACRE TRACT CONVEYED TO JAMES REBER AND ALLISON SLABOTSKY IN DOCUMENT NO. 2020165313, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF A 10.623 ACRE TRACT CONVEYED TO BRYAN SLABOTSKY IN DOCUMENT NO. 2020154708, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF A 10.626 ACRE TRACT CONVEYED TO JAMES NATHAN BELVIN AND CARLY MICHELLE BELVIN IN DOCUMENT NO. 2020138900, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A NAIL WITH CAP FOUND IN POWER POLE FOR THE WESTERNMOST CORNER OF SAID 143.092 ACRE TRACT, BEING IN THE EASTERN RIGHT–OF–WAY LINE OF COUNTY ROAD 455 (R.O.W. VARIES) AND ALSO BEING IN THE SOUTHERN RIGHT–OF–WAY LINE OF COUNTY ROAD 451 (R.O.W. VARIES), FOR THE WESTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHERN RIGHT–OF–WAY LINE OF SAID COUNTY ROAD 451, N68°41'38"E, A DISTANCE OF 1181.78 FEET TO AN IRON ROD FOUND FOR THE WESTERNMOST CORNER OF A CALLED 2.998 ACRE TRACT CONVEYED TO JUAN RODRIGUEZ AND CYNTHIA CHAPARRO IN DOCUMENT NO. 2018074152, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, WITH THE SAID 2.998 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES;

1. S21°10'36"E, A DISTANCE OF 368.00 FEET TO AN IRON ROD FOUND;
2. N68°52'49"E, A DISTANCE OF 354.85 FEET TO A IRON ROD FOUND WITH CAP STAMPED "ATWELL";
3. N21°12'58"W, A DISTANCE OF 368.41 FEET TO AN IRON ROD FOUND IN THE SOUTHERN RIGHT–OF–WAY LINE OF SAID COUNTY ROAD 451 FOR AN ELL CORNER OF SAID 143.092 ACRE TRACT AND THE NORTHERNMOST CORNER OF SAID 2.998 ACRE TRACT;

THENCE, WITH THE SOUTHERN RIGHT–OF–WAY LINE OF SAID COUNTY ROAD 451, N69°01'30"E, A DISTANCE OF 1490.80 FEET TO A IRON ROD FOUND WITH CAP STAMPED "ATWELL", IN THE WESTERN LINE OF A CALLED 0.326 ACRE TRACT CONVEYED TO HILLTOP RANCHETTES, LLC IN DOCUMENT NO. 2020059589, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE WESTERN BOUNDARY LINE OF SAID 0.326 ACRE TRACT, S23°01'05"E, A DISTANCE OF 940.73 FEET TO AN IRON ROD FOUND WITH CAP STAMPED "JE GARON RPLS 4303", IN THE WESTERN LINE OF A CALLED 99.782 ACRE TRACT CONVEYED TO HILLTOP RANCHETTES LLC IN DOCUMENT NO. 2020044388, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, WITH THE WESTERN LINE OF SAID 99.782 ACRE TRACT, S21°17'22"E, A DISTANCE OF 1153.77 FEET TO FENCE POST FOUND FOR THE EASTERNMOST CORNER OF SAID 10.096 ACRE TRACT AND ALSO BEING THE NORTHEASTERN CORNER OF A CALLED 150.00 ACRE TRACT CONVEYED TO JOHN E. SCHWARTZ, JR, SUSAN S. JONES AND CURTIS A. SCHWARTZ AND THEIR SUCCESSORS, AS TRUSTEES OF THE GENEVIEVE A. SCHWARTZ ESTATE TRUST UNDER DECEDENT'S WILL, DOCUMENT NO. 2016104338, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, WITH THE NORTHERN LINE OF SAID 150.00 ACRE TRACT, S68°29'56"W, A DISTANCE OF 2677.32 FEET TO A ½" IRON PIPE FOUND FOR THE SOUTHEASTERN CORNER OF A 1.297 ACRE TRACT CONVEYED TO FALIS AND JEANETTE FRUGE IN DOCUMENT NOS. 1996053485 AND 1996027926, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, WITH THE SAID 1.297 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES;

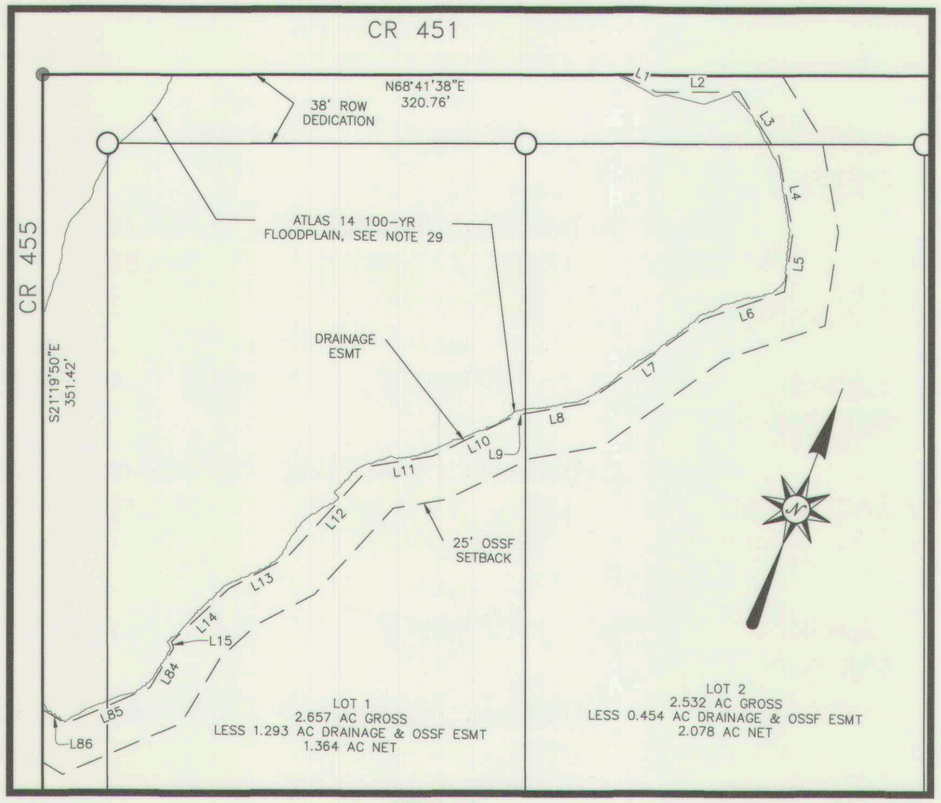
1. N21°12'38"W, A DISTANCE OF 150.28 FEET TO A ½" IRON PIPE FOUND;
2. S68°22'13"W, A DISTANCE OF 377.04 FEET TO A ½" IRON PIPE FOUND FOR THE NORTHWESTERN CORNER OF SAID 1.297 ACRE TRACT, ALSO BEING IN THE EASTERN RIGHT–OF–WAY LINE OF SAID COUNTY ROAD 455;

THENCE, WITH THE EASTERN RIGHT–OF–WAY LINE OF SAID COUNTY ROAD 455, N21°19'50"W, A DISTANCE OF 1964.40 FEET TO THE POINT OF BEGINNING;
CONTAINING 143.092 ACRES OR 6,233,065 SQUARE FEET, MORE OR LESS.

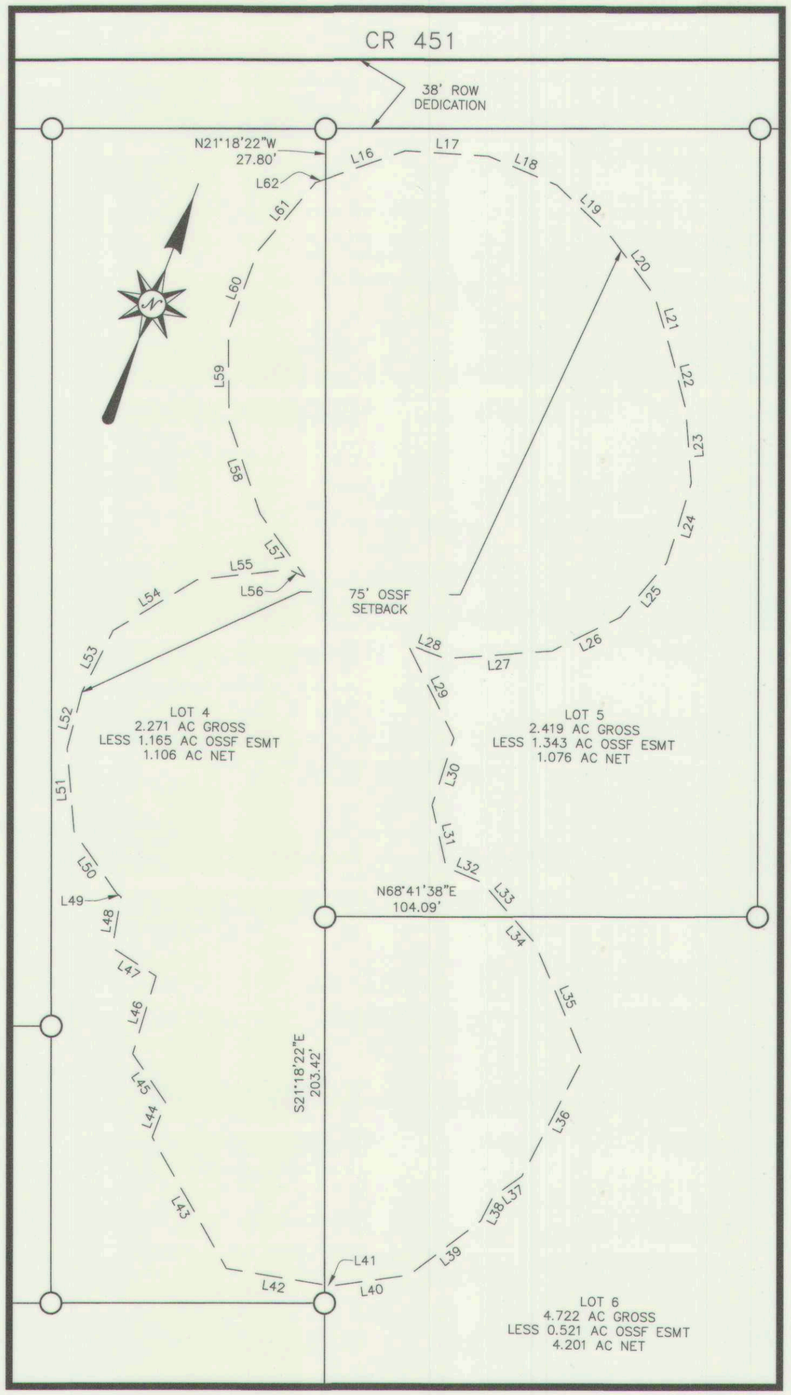
PROJECT:	VISTA ACRES SUBDIVISION
JOB NUMBER:	20003045
DATE:	JANUARY, 2022
SCALE:	1" = 200'
SURVEYOR:	ROBERT GERTSON, RPLS 6367
TECHNICIAN:	AY

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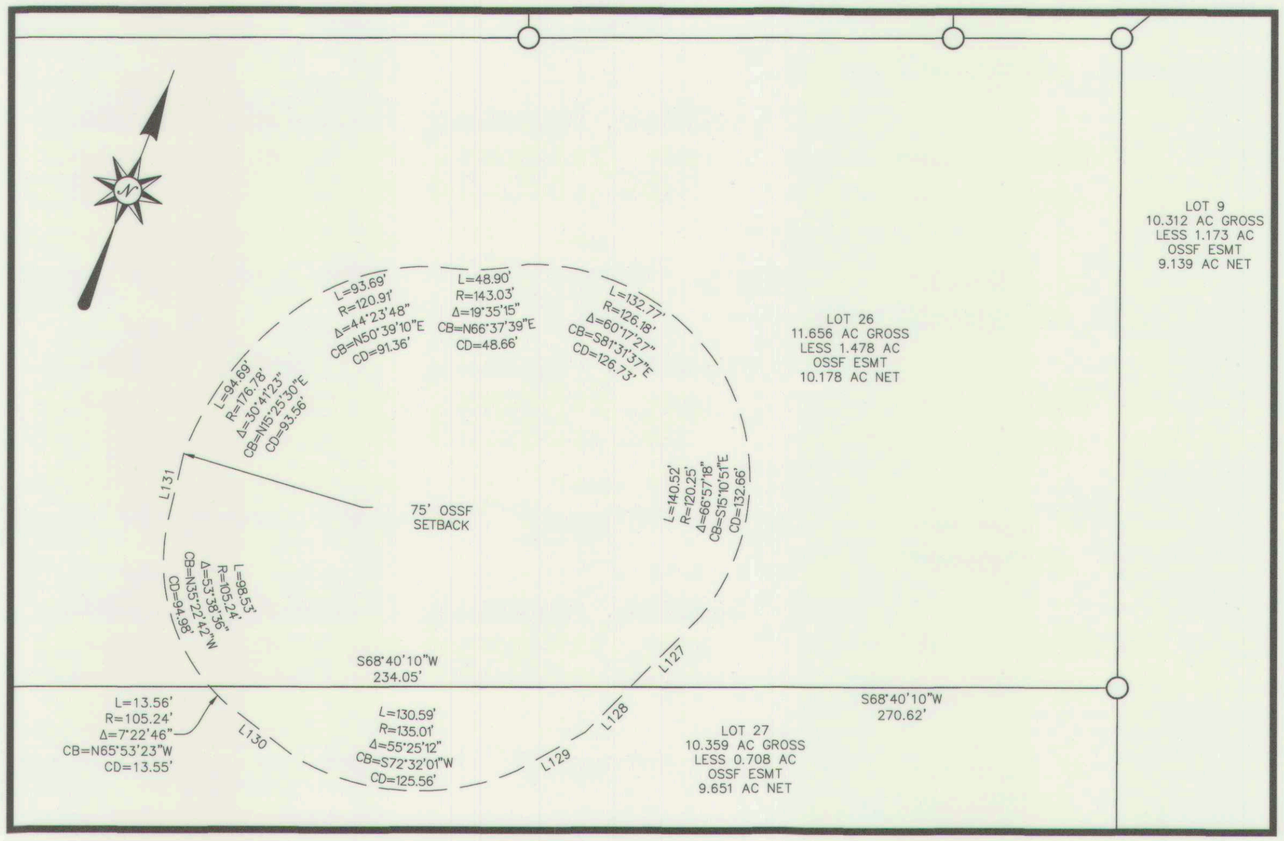
FINAL PLAT OF VISTA ACRES SUBDIVISION RE BOOTH SURVEY ABSTRACT NO. 102 WILLIAMSON COUNTY, TEXAS



DETAIL "A"



DETAIL "B"



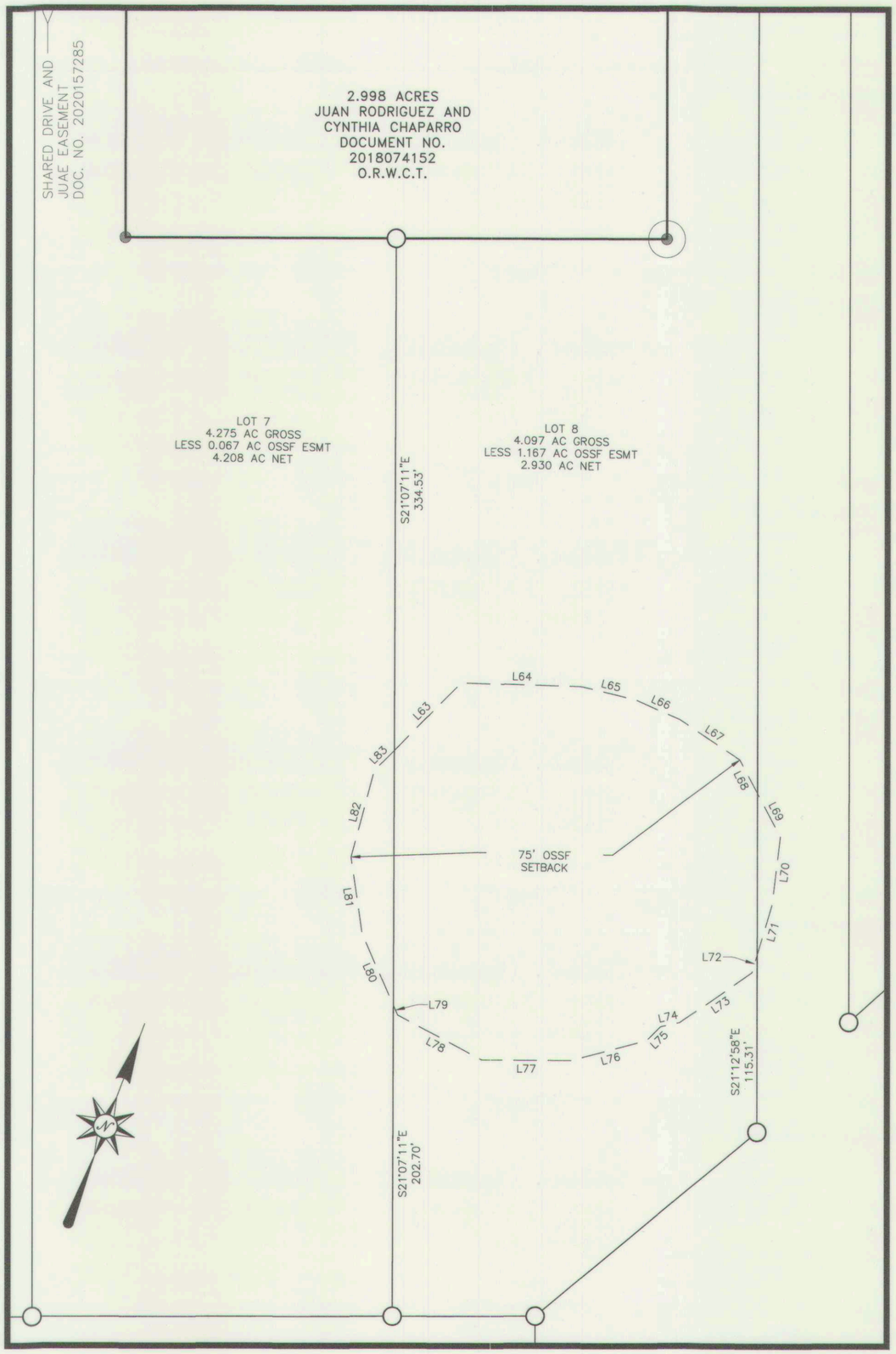
DETAIL "H"

PROJECT:	VISTA ACRES SUBDIVISION
JOB NUMBER:	20003045
DATE:	JANUARY, 2022
SCALE:	1" = 200'
SURVEYOR:	ROBERT GERTSON, RPLS 6367
TECHNICIAN:	AY

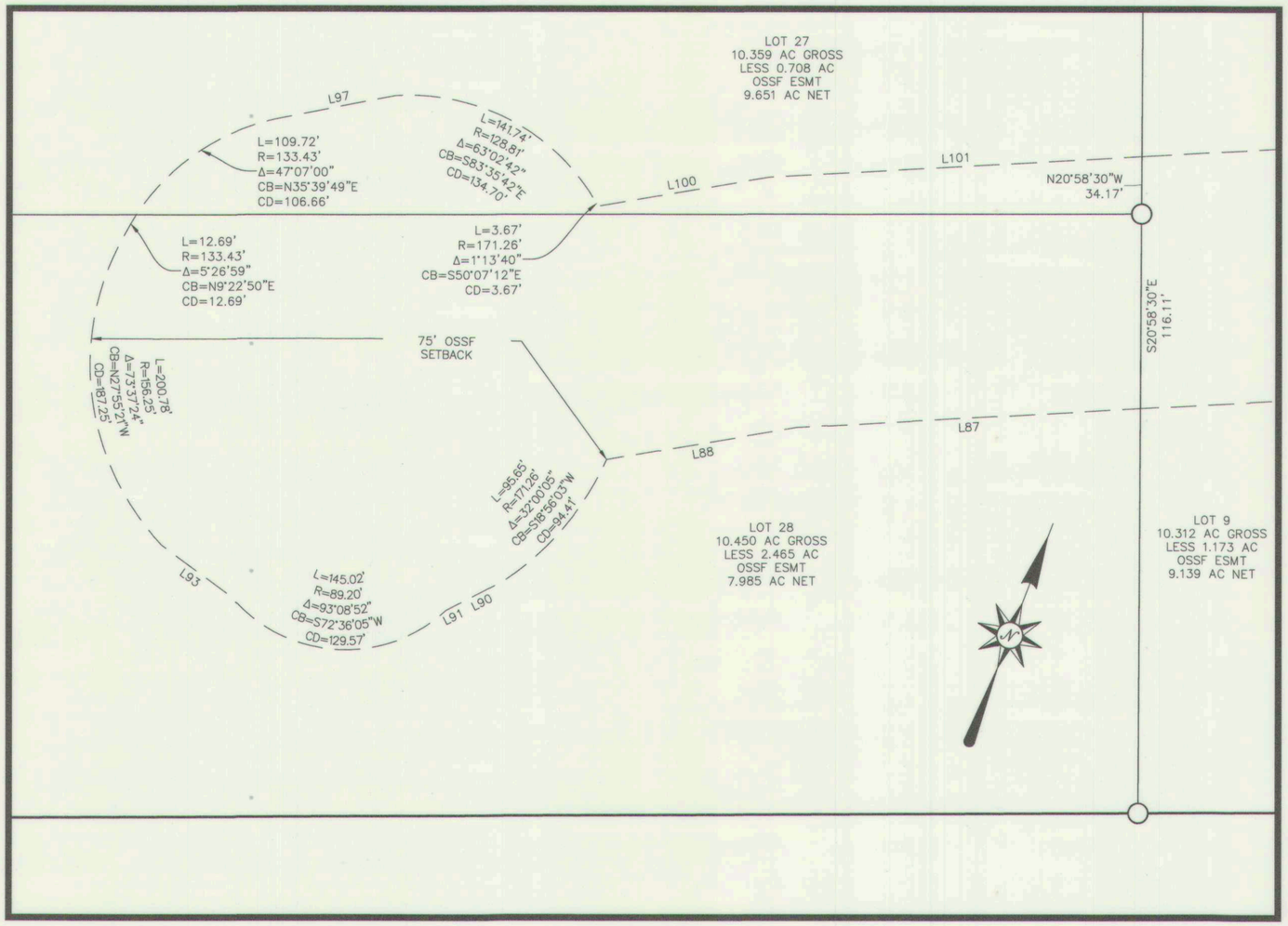
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FINAL PLAT OF VISTA ACRES SUBDIVISION

RE BOOTH SURVEY ABSTRACT NO. 102
WILLIAMSON COUNTY, TEXAS



DETAIL "C"



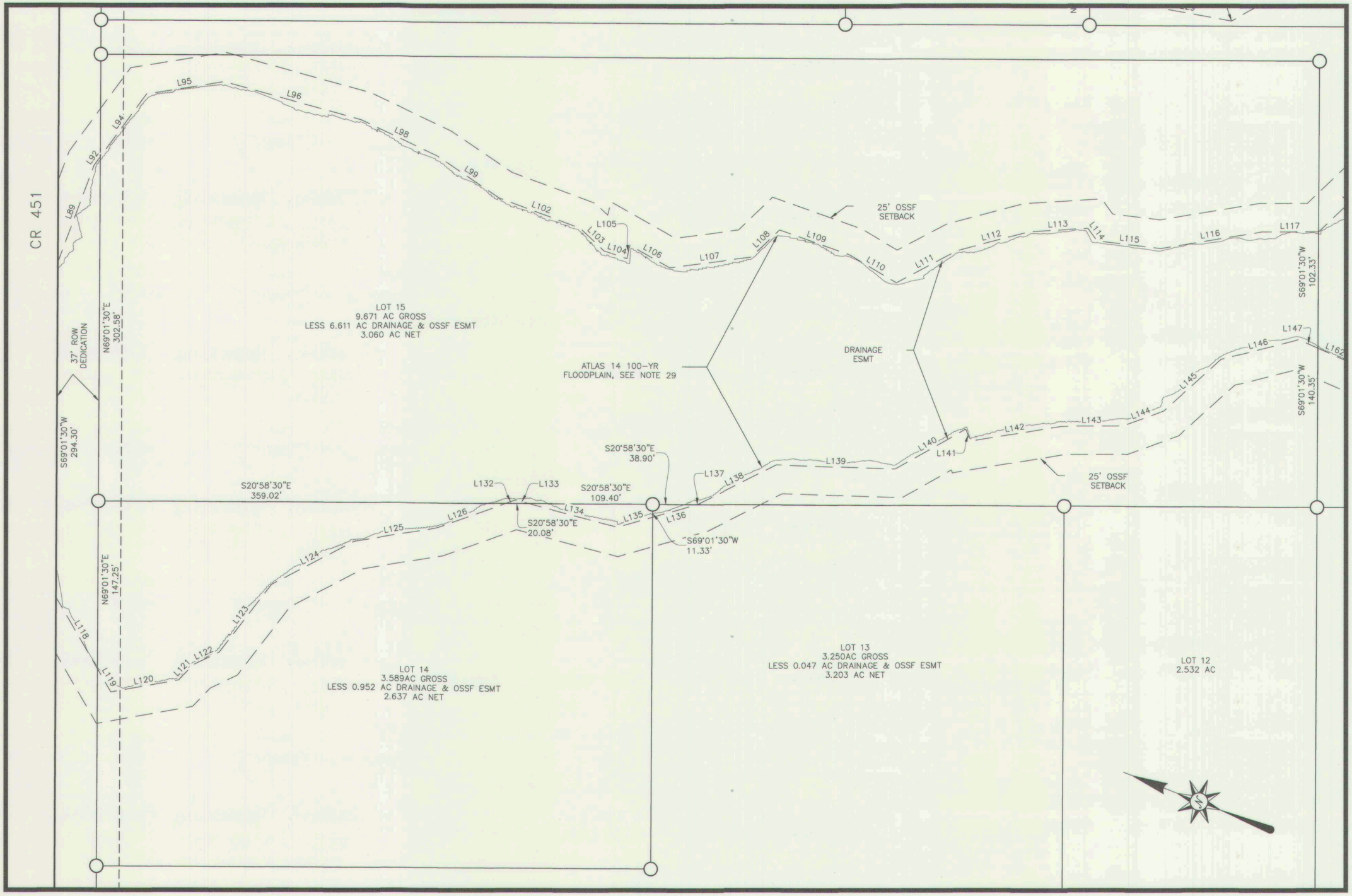
DETAIL "I"

PROJECT:	VISTA ACRES SUBDIVISION
JOB NUMBER:	20003045
DATE:	JANUARY, 2022
SCALE:	1" = 200'
SURVEYOR:	ROBERT GERTSON, RPLS 6367
TECHNICIAN:	AY

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FINAL PLAT OF VISTA ACRES SUBDIVISION

RE BOOTH SURVEY ABSTRACT NO. 102
WILLIAMSON COUNTY, TEXAS



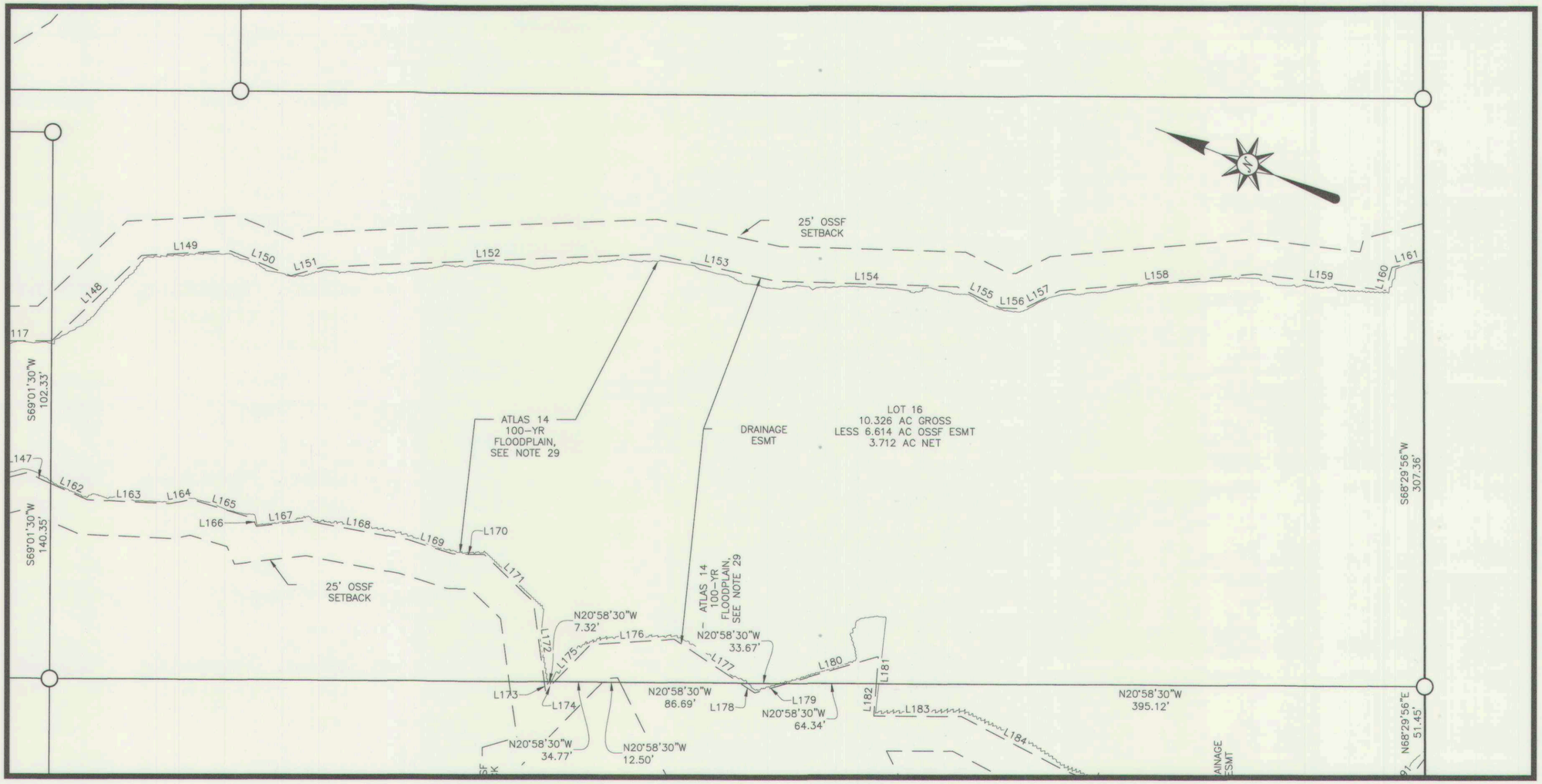
DETAIL "D"

PROJECT:	VISTA ACRES SUBDIVISION
JOB NUMBER:	20003045
DATE:	JANUARY, 2022
SCALE:	1" = 200'
SURVEYOR:	ROBERT GERTSON, RPLS 6367
TECHNICIAN:	AY

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FINAL PLAT OF VISTA ACRES SUBDIVISION

RE BOOTH SURVEY ABSTRACT NO. 102
WILLIAMSON COUNTY, TEXAS



DETAIL 'E'

PROJECT:	VISTA ACRES SUBDIVISION
JOB NUMBER:	20003045
DATE:	JANUARY, 2022
SCALE:	1" = 200'
SURVEYOR:	ROBERT GERTSON, RPLS 6367
TECHNICIAN:	AY

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FINAL PLAT OF VISTA ACRES SUBDIVISION

RE BOOTH SURVEY ABSTRACT NO. 102
WILLIAMSON COUNTY, TEXAS

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L1	S86°43'25"E	22,51'
L2	N67°59'38"E	45.88'
L3	S53°12'07"E	42.09'
L4	S31°31'24"E	43.33'
L5	S13°08'07"E	32.78'
L6	S50°00'59"W	47.69'
L7	S33°12'25"W	80.53'
L8	S59°05'19"W	33.52'
L9	S59°05'19"W	5.03'
L10	S42°42'10"W	51.71'
L11	S59°15'11"W	34.99'
L12	S21°22'30"W	69.15'
L13	S40°50'55"W	36.12'
L14	S25°55'30"W	43.36'
L15	S37°42'47"E	3.83'
L16	N49°25'07"E	46.97'
L17	N72°18'41"E	46.27'
L18	S88°34'08"E	41.31'
L19	S67°50'52"E	42.12'
L20	S57°47'22"E	40.17'
L21	S37°45'58"E	29.17'
L22	S35°49'19"E	36.08'
L23	S25°37'02"E	40.79'
L24	S4°11'00"E	46.23'
L25	S19°04'16"W	39.31'
L26	S42°09'25"W	42.81'
L27	S64°45'41"W	59.49'
L28	S89°12'56"W	22.17'
L29	S47°30'32"E	58.08'
L30	S3°19'48"E	39.08'
L31	S34°06'11"E	35.16'
L32	S88°03'35"E	22.11'
L33	S62°02'13"E	25.22'
L34	S62°02'13"E	19.61'
L35	S44°12'46"E	68.88'
L36	S6°12'28"W	73.51'
L37	S33°21'33"W	19.73'
L38	S6°10'28"W	14.96'
L39	S31°37'31"W	49.69'
L40	S60°46'05"W	43.25'
L41	S77°54'50"W	4.31'
L42	S77°54'50"W	55.26'
L43	N51°01'43"W	83.35'
L44	N0°00'00"E	20.46'
L45	N55°27'23"W	32.72'

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L46	N4°29'16"W	44.92'
L47	N78°24'58"W	29.05'
L48	N11°34'01"W	28.74'
L49	N73°11'22"W	3.23'
L50	N55°54'14"W	41.59'
L51	N26°04'12"W	46.37'
L52	N6°47'39"W	32.25'
L53	N5°21'40"E	38.45'
L54	N37°38'42"E	54.41'
L55	N62°00'27"E	51.36'
L56	S87°11'12"E	9.93'
L57	N56°49'15"W	42.95'
L58	N40°05'33"W	53.87'
L59	N21°48'54"W	49.95'
L60	N1°03'40"W	47.09'
L61	N18°51'52"E	49.85'
L62	N49°25'07"E	5.94'
L63	N23°22'41"E	62.28'
L64	N70°31'21"E	79.86'
L65	N82°26'57"E	35.41'
L66	S86°53'32"E	32.11'
L67	S77°50'08"E	46.84'
L68	S49°08'52"E	24.89'
L69	S49°08'52"E	32.18'
L70	S14°14'22"E	45.14'
L71	S4°36'35"E	33.57'
L72	S4°36'35"E	12.04'
L73	S34°06'40"W	57.41'
L74	S56°19'43"W	12.77'
L75	S24°23'24"W	13.09'
L76	S54°09'27"W	50.98'
L77	S68°56'48"W	58.32'
L78	N83°22'22"W	62.59'
L79	N45°01'03"W	6.93'
L80	N45°01'03"W	50.80'
L81	N29°35'08"W	50.54'
L82	N6°13'41"W	58.34'
L83	N23°22'41"E	18.59'
L84	S9°34'40"W	25.65'
L85	S45°20'09"W	50.68'
L86	N80°06'44"W	15.43'
L87	S65°33'35"W	205.85'
L88	S59°06'50"W	115.17'
L89	N89°17'53"E	91.26'
L90	S41°27'47"W	35.65'

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L91	S42°45'11"W	3.31'
L92	S74°43'08"E	9.10'
L93	N74°47'36"W	51.03'
L94	S74°43'08"E	68.28'
L95	S30°16'02"E	69.46'
L96	S5°52'43"E	125.15'
L97	N57°43'03"E	66.61'
L98	S4°00'36"W	74.08'
L99	S12°41'33"W	65.73'
L100	N59°06'50"E	103.60'
L101	N65°33'35"E	223.38'
L102	S1°01'24"E	76.13'
L103	S22°01'50"W	29.05'
L104	S2°34'25"E	21.20'
L105	N81°34'43"E	12.07'
L106	S8°00'21"W	40.19'
L107	S28°35'41"E	72.60'
L108	S65°00'04"E	34.36'
L109	S1°50'39"E	65.58'
L110	S9°32'28"W	47.82'
L111	S48°57'28"E	60.33'
L112	S36°02'03"E	65.17'
L113	S24°40'48"E	52.43'
L114	S32°48'10"W	13.74'
L115	S14°28'33"E	56.48'
L116	S30°34'37"E	90.10'
L117	S21°27'01"E	50.28'
L118	S38°26'02"W	72.71'
L119	S38°26'02"W	23.59'
L120	S31°19'47"E	60.53'
L121	S67°08'20"E	18.68'
L122	S46°35'16"E	25.19'
L123	S73°32'35"E	75.38'
L124	S48°47'01"E	81.86'
L125	S30°33'35"E	73.02'
L126	S40°43'21"E	65.45'
L127	S23°30'47"W	55.03'
L128	S23°30'47"W	35.30'
L129	S39°28'15"W	43.55'
L130	N73°34'53"W	45.99'
L131	N8°06'03"W	37.82'
L132	S40°43'21"E	8.94'
L133	S6°27'58"E	12.05'
L134	S6°27'58"E	81.12'
L135	S37°13'09"E	32.14'

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L136	S37°13'09"E	40.51'
L137	S37°13'09"E	0.87'
L138	S47°42'49"E	77.41'
L139	S19°18'57"E	104.66'
L140	S50°39'53"E	71.32'
L141	S47°15'54"W	11.37'
L142	S30°39'18"E	80.91'
L143	S21°24'05"E	53.93'
L144	S41°18'34"E	39.01'
L145	S63°22'20"E	67.83'
L146	S35°30'26"E	70.60'
L147	S2°33'50"W	18.70'
L148	S64°46'59"E	89.23'
L149	S24°16'38"E	64.28'
L150	S1°01'39"W	46.87'
L151	S36°22'55"E	24.04'
L152	S23°33'18"E	238.78'
L153	S8°58'32"E	90.17'
L154	S19°32'34"E	130.36'
L155	S4°35'45"W	34.73'
L156	S19°24'38"E	16.49'
L157	S47°46'33"E	29.02'
L158	S26°10'59"E	141.30'
L159	S14°15'11"E	94.83'
L160	N84°03'26"E	17.07'
L161	S35°12'55"E	23.44'
L162	S2°33'50"W	28.84'
L163	S18°28'51"E	59.24'
L164	S32°20'40"E	16.49'
L165	S4°21'32"E	45.87'
L166	S45°45'59"W	6.65'
L167	S27°51'20"E	36.85'
L168	S10°37'16"E	73.59'
L169	S3°48'08"E	34.13'
L170	S20°44'22"E	22.74'
L171	S22°40'56"W	49.20'
L172	S60°56'50"W	57.91'
L173	S60°56'50"W	6.67'
L174	S66°57'05"E	9.18'
L175	S66°57'05"E	37.62'
L176	S24°54'42"E	60.05'
L177	S12°04'42"W	57.16'
L178	S12°04'42"W	12.55'
L179	S37°27'20"E	24.14'
L180	S37°27'20"E	68.50'

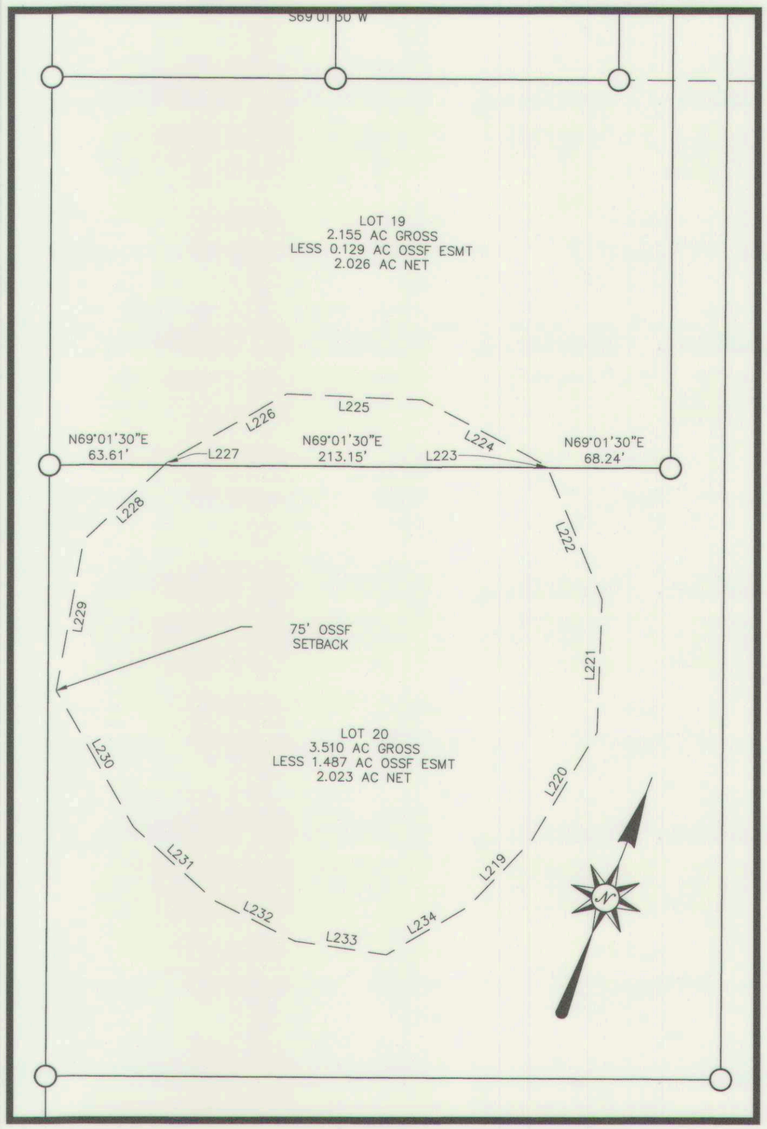
LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L181	S72°59'18"W	19.48'
L182	S72°59'18"W	23.37'
L183	S21°03'16"E	63.07'
L184	S6°20'03"W	83.11'
L185	S1°09'56"W	64.44'
L186	S74°30'38"W	30.64'
L187	S8°08'09"W	21.18'
L188	S50°38'45"E	54.86'
L189	S10°25'52"E	39.23'
L190	S38°00'40"E	77.23'
L191	S73°22'17"E	40.89'
L192	S42°15'47"W	378.33'
L193	S65°33'35"W	72.38'
L194	S65°33'35"W	334.56'
L195	N65°33'35"E	334.56'
L196	N65°33'35"E	112.39'
L197	N42°15'47"E	279.51'
L219	N22°32'04"E	51.06'
L220	N9°57'26"E	69.84'
L221	N19°08'45"W	73.61'
L222	N43°49'06"W	79.12'
L223	N43°49'06"W	1.02'
L224	N83°19'48"W	78.45'
L225	S71°02'31"W	75.31'
L226	S39°20'31"W	74.48'
L227	S25°42'15"W	4.53'
L228	S25°42'15"W	61.26'
L229	S11°03'51"E	84.34'
L230	S50°53'00"E	87.07'
L231	S69°08'03"E	60.16'
L232	S84°48'33"E	50.39'
L233	N77°08'01"E	51.30'
L234	N38°28'24"E	52.61'

PROJECT:	VISTA ACRES SUBDIVISION
JOB NUMBER:	20003045
DATE:	JANUARY, 2022
SCALE:	1" = 200'
SURVEYOR:	ROBERT GERTSON, RPLS 6367
TECHNICIAN:	AY

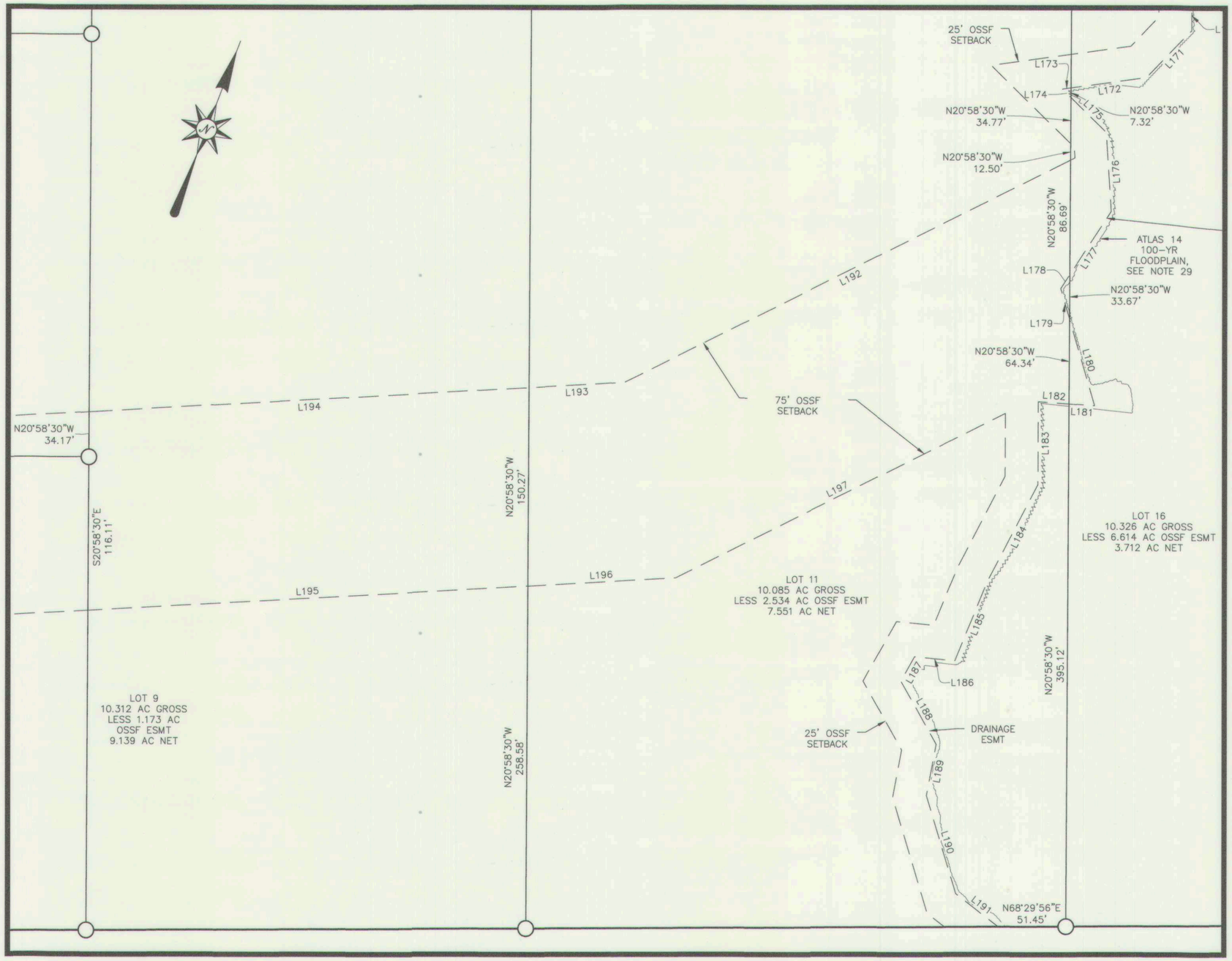
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TBPE LS 10193726

FINAL PLAT OF VISTA ACRES SUBDIVISION

RE BOOTH SURVEY ABSTRACT NO. 102
WILLIAMSON COUNTY, TEXAS



DETAIL 'F'



DETAIL 'G'

PROJECT:	VISTA ACRES SUBDIVISION
JOB NUMBER:	20003045
DATE:	JANUARY, 2022
SCALE:	1" = 200'
SURVEYOR:	ROBERT GERTSON, RPLS 6367
TECHNICIAN:	AY

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FINAL PLAT OF
VISTA ACRES SUBDIVISION
RE BOOTH SURVEY ABSTRACT NO. 102
WILLIAMSON COUNTY, TEXAS

GENERAL NOTES:

1. THIS PLAT LIES IN WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT 10.

2. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

3. THIS SUBDIVISION IS IN WILLIAMSON COUNTY AND IS NOT WITHIN ANY ETJ. 25' BUILDING SETBACK LINES ALONG COUNTY ROAD 455 AND COUNTY ROAD 451.

4. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITH 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. WATER SERVICE IN THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION.

6. SEWAGE SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

7. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

8. ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.

9. ANY IMPROVEMENTS PROPOSED WITHIN THE RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, IRRIGATION, LANDSCAPING, SIDEWALKS, SUBDIVISION IDENTIFICATION SIGNS, ETC. SHALL BE MAINTAINED IN ACCORDANCE WITH AN EXECUTED LICENSE AGREEMENT BETWEEN THE COUNTY AND THE OWNER.

10. 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

11. DRIVEWAY CULVERTS SHALL HAVE A MINIMUM INTERIOR DIAMETER OF 18" OR EQUAL AND A MINIMUM LENGTH OF 22 FEET, AND SHALL INCLUDE A CONCRETE APRON SAFETY TREATMENT IN ACCORDANCE WITH CITY OF AUSTIN STANDARD DETAIL 508S-20, "STORMDRAIN OUTFALL PROTECTION CULVERT UNDER ROADWAY/INLINE". LARGER OR LONGER CULVERTS SHALL BE INSTALLED IF NECESSARY TO ACCOMMODATE DRAINAGE BASED UPON A 10-YEAR FLOW FREQUENCY. ALL DRIVEWAY CULVERTS SHALL HAVE SAFETY END TREATMENTS WITH CONCRETE APRONS. THE DRIVEWAY CULVERTS WERE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER PER B11.3 AND B11.4.

12. 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.

13. 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.

14. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET 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 ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

15. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

16. 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 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.

17. 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.

18. J.U.A.E. MAINTENANCE: IN CONSIDERATION FOR THE GRANT OF RIGHTS UNDER THE EASEMENT, EACH LOT OWNER IS RESPONSIBLE FOR ALL FUTURE MAINTENANCE AND REPAIR OF THE EASEMENT, INCLUDING:

    A) COOPERATING WITH OTHER LOT OWNERS TO CONTRIBUTE, ON A PRO RATA BASIS WITH OTHER LOT OWNERS, ANY MONIES NECESSARY TO MAINTAIN, IMPROVE, AND REPAIR THE EASEMENT SO THAT IT SHALL REMAIN AT ALL TIMES IN A GOOD AND PASSABLE CONDITION, TO ALLOW FOR CONVENIENT AND SAFE VEHICULAR INGRESS AND EGRESS TO AND FROM THE LOTS. DECLARANT SHALL HAVE NO FUTURE RESPONSIBILITY FOR THE MAINTENANCE, IMPROVEMENT, REPAIR OR REPAVING OF THE EASEMENT.

    B) KEEP THE EASEMENT FREE AND CLEAR OF ANY CONSTRUCTION, FENCING AND LANDSCAPING EQUIPMENT OR MATERIALS, VEHICLE PARKING IS NOT ALLOWED ON THE EASEMENT. NO LOT OWNER SHALL CAUSE OR P PERMIT ANY OBSTRUCTION ON THE EASEMENT.

    C) KEEP HIS OR HER LOT MOWED, MAINTAINED AND FREE OF TRASH OR DEBRIS.

19. J.U.A.E. ENFORCEMENT: THE DECLARANT AND EACH LOT OWNER SHALL HAVE THE RIGHT TO ENFORCE, BY ANY PROCEEDING AT LAW OR IN EQUITY, ALL CONDITIONS AND RESERVATIONS IMPOSED BY THIS DECLARATION. DECLARANT SHALL NOT HAVE AN OBLIGATION TO ENFORCE ANY OF THESE PROVISIONS AT LAW OR IN EQUITY, AND NOTHING HEREIN SHALL BE CONSTRUED AS COMPELLING THE DECLARANT TO ENFORCE ANY OF THESE PROVISIONS. FAILURE TO ENFORCE ANY OF THESE PROVISIONS SHALL NOT BE DEEMED A WAIVER OF THE RIGHT OF ENFORCEMENT EITHER WITH RESPECT TO THE VIOLATION IN QUESTION OR ANY OTHER VIOLATION. ANY WAIVER OF A RIGHT UNDER THIS DOCUMENT MUST BE IN WRITING AND SIGNED BY THE PARTY TO BE BOUND IN ORDER TO BE ENFORCED.

20. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

21. EXISTING DRAINAGE PATTERNS SHALL REMAIN THE SAME. PROPERTY OWNERS SHALL NOT GRADE OR DEVELOP LAND ON PROPERTY IN A MANNER THAT WOULD ALTER THE EXISTING DRAINAGE PATTERNS. IN THE EVENT DRAINAGE PATTERNS ARE CHANGED AND ADJACENT PROPERTIES ARE ADVERSELY IMPACTED OR DAMAGED, THE PROPERTY OWNER MAY BE LIABLE PER TEXAS WATER CODE SECTION 11.086.

22. THIS PLAT WILL BE DEVELOPED AS SINGLE-FAMILY LOTS GREATER THAN 2.0 ACRES, NO DETENTION WILL BE REQUIRED PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1.3.

23. MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.

24. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.

25. LOTS 6 AND 7, LOTS 8 AND 9, LOTS 11, 12 AND 13, LOTS 15 AND 16, AND LOTS 19, 20 AND 21 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

26. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.

27. 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.

28. FEMA FLOOD NOTE: NO PORTION OF THE PROPERTY SHOWN HEREON LIES WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP PANEL NO. 48491C0575F DATED 12/20/2019.

29. FLOODPLAIN STUDY NOTE: THE FLOODPLAIN DELINEATION WAS CALCULATED BASED ON THE DRAINAGE AND FLOODPLAIN REPORT FOR VISTA ACRES FINAL PLAT, PREPARED FOR WILLIAMSON COUNTY, AND PREPARED BY ATWELL, LLC DATED DECEMBER 21, 2021.

30. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR LOTS 1, 2, 11, 13, 14, 15, AND 16 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.

31. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BASED ON THE DRAINAGE AND FLOODPLAIN REPORT FOR VISTA ACRES FINAL PLAT, PREPARED FOR WILLIAMSON COUNTY, AND PREPARED BY ATWELL, LLC DATED DECEMBER 21, 2021.

32. BENCHMARK: BM 1: IRON ROD WITH ATWELL CAP, ELEVATION: 512.27'
    BM 2: IRON ROD WITH ATWELL CAP ELEVATION: 495.21'

VISTA ACRES FINAL PLAT – OWNER INFORMATION

LOTS: 1-8 & 22-25
WCAD PARCEL NUMBER: R018823
SITE ADDRESS: 2151 CR 455, COUPLAND, TX 78615
OWNER: HERO ARCHETYPE LLC
OWNER ADDRESS: PO BOX 1249, SAN MARCOS, TX 78667
OWNER EMAIL: RUSSELLSPILLERS@GMAIL.COM
OWNER TELEPHONE: (512) 814-7357

LOT: 9
WCAD PARCEL NUMBER: R613494
SITE ADDRESS: CR 451, COUPLAND, TX 78615
OWNER: PILAR GONZALEZ-MUNOZ & LUIS LIRA
OWNER ADDRESS: 4904 SAVOREY LN, AUSTIN, TX 78744
OWNER EMAIL: PILY_GEE@YAHOO.COM
OWNER TELEPHONE: (512) 739-1116

LOT: 10
WCAD PARCEL NUMBER: R613495
SITE ADDRESS: CR 451, COUPLAND, TX 78615
OWNER: HERO ARCHETYPE LLC
OWNER ADDRESS: PO BOX 1249, SAN MARCOS, TX 78667
OWNER EMAIL: RUSSELLSPILLERS@GMAIL.COM
OWNER TELEPHONE: (512) 814-7357

LOT: 11
WCAD PARCEL NUMBER: R605616
SITE ADDRESS: CR 451, COUPLAND, TX 78615
OWNER: JOSE ELIZONDO
OWNER ADDRESS: 14108 SLEEPY HOLLOW DR, PFLUGERVILLE, TX 78660
OWNER EMAIL: JOSECARLOSELIZONDO@GMAIL.COM
OWNER TELEPHONE: (512) 502-4139

LOTS: 12-15
WCAD PARCEL NUMBER: R605617
SITE ADDRESS: CR 451, COUPLAND, TX 78615
OWNER: HERO ARCHETYPE LLC
OWNER ADDRESS: PO BOX 1249, SAN MARCOS, TX 78667
OWNER EMAIL: RUSSELLSPILLERS@GMAIL.COM
OWNER TELEPHONE: (512) 814-7357

LOT: 16
WCAD PARCEL NUMBER: R613500
SITE ADDRESS: CR 451, COUPLAND, TX 78615
OWNER: CHAD KIOUS & ELIZABETH KIOUS
OWNER ADDRESS: 2108 PEARSON WAY, ROUND ROCK, TX 78665
OWNER EMAIL: CHAD@KIOUS.US
OWNER TELEPHONE: (214) 354-3550

LOTS: 17-20
WCAD PARCEL NUMBER: R613501
SITE ADDRESS: CR 451, COUPLAND, TX 78615
OWNER: HERO ARCHETYPE LLC
OWNER ADDRESS: PO BOX 1249, SAN MARCOS, TX 78667
OWNER EMAIL: RUSSELLSPILLERS@GMAIL.COM
OWNER TELEPHONE: (512) 814-7357

LOT: 21
WCAD PARCEL NUMBER: R605618
SITE ADDRESS: 634 CR 451, COUPLAND, TX 78615
OWNER: FABIAN AMADOR & BLANCA AMADOR
OWNER ADDRESS: 11826 TOBLER TRL, AUSTIN, TX 78753
OWNER EMAIL: TWS.AMADOR@GMAIL.COM
OWNER TELEPHONE: (210) 275-0356

LOT: 26
WCAD PARCEL NUMBER: R605615
SITE ADDRESS: 2151 CR 455, COUPLAND, TX 78615
OWNER: BRYAN SLABOTSKY & ALMA ALICIA POWELL
OWNER ADDRESS: PO BOX 292, TAYLOR, TX 76574
OWNER EMAIL: BDSLAB@HOTMAIL.COM
OWNER TELEPHONE: (405) 315-6594

LOT: 27
WCAD PARCEL NUMBER: R603554
SITE ADDRESS: 2189 CR 455, COUPLAND, TX 78615
OWNER: BRYAN SLABOTSKY
OWNER ADDRESS: PO BOX 292, TAYLOR, TX 76574
OWNER EMAIL: BDSLAB@HOTMAIL.COM
OWNER TELEPHONE: (405) 315-6594

LOT: 28
WCAD PARCEL NUMBER: R601911
SITE ADDRESS: 2225 CR 455, COUPLAND, TX 78615
OWNER: JAMES NATHAN BELVIN & CARLY MICHELLE BELVIN
OWNER ADDRESS: 1428 WINDCREST DR, ROUND ROCK, TX 78664
OWNER EMAIL: JNBELVIN@YAHOO.COM
OWNER TELEPHONE: (512) 517-0530

PROJECT:	VISTA ACRES SUBDIVISION
JOB NUMBER:	20003045
DATE:	JANUARY, 2022
SCALE:	1" = 200'
SURVEYOR:	ROBERT GERTSON, RPLS 6367
TECHNICIAN:	AY

ATWELL
www.atwell-group.com
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.904.0505
TBPE LS 10193726

FINAL PLAT OF VISTA ACRES SUBDIVISION
RE BOOTH SURVEY ABSTRACT NO. 102
WILLIAMSON COUNTY, TEXAS

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

THAT, HERO ARCHETYPE LLC, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOC. NO. 2020116504 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS 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, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS COUNTY OF WILLIAMSON MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS VISTA ACRES SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 9th DAY OF August 2022

RUSSELL SPILLERS

THE STATE OF TEXAS
COUNTY OF ~~WILLIAMSON~~ Travis KLG DA RS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 9th DAY OF August 2022, by Russell Spillers.

NOTARY PUBLIC , STATE OF TEXAS

KATHERINE LEE GONZALES
Notary Public, State of Texas
Comm. Expires 11-15-2025
Notary ID 133447242

Katherine Lee Gonzales
PRINTED NAME
MY COMMISSION EXPIRES 11/15/2025

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

WE, FABIAN AMADOR AND BLANCA AMADOR, OWNERS OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOC. NO. 2021000182 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS 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, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS COUNTY OF WILLIAMSON MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS VISTA ACRES SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 9th DAY OF August 2022

FABIAN AMADOR

THE STATE OF TEXAS
COUNTY OF ~~WILLIAMSON~~ Travis KLG DA RS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 9th DAY OF August 2022, by Fabian Amador.

NOTARY PUBLIC , STATE OF TEXAS

KATHERINE LEE GONZALES
Notary Public, State of Texas
Comm. Expires 11-15-2025
Notary ID 133447242

Katherine Lee Gonzales
PRINTED NAME
MY COMMISSION EXPIRES 11/15/2025

Blanca Amador.
BLANCA AMADOR

THE STATE OF TEXAS
COUNTY OF ~~WILLIAMSON~~ Travis KLG DA RS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 9th DAY OF August 2022, by Blanca Amador.

NOTARY PUBLIC , STATE OF TEXAS

KATHERINE LEE GONZALES
Notary Public, State of Texas
Comm. Expires 11-15-2025
Notary ID 133447242

Katherine Lee Gonzales
PRINTED NAME
MY COMMISSION EXPIRES 11/15/2025

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

WE, CHAD KIOUS AND ELIZABETH KIOUS, OWNERS OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOC. NO. 2021025811 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS 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, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS COUNTY OF WILLIAMSON MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS VISTA ACRES SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 3rd DAY OF August 2022, by Chad Kious. RS

CHAD KIOUS

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 3rd DAY OF August 2022, BY CHAD KIOUS.

NOTARY PUBLIC , STATE OF TEXAS

KIANE SMITH
Notary Public
STATE OF TEXAS
ID#132732122
My Comm. Exp. Oct. 7, 2024

Kiane Smith
PRINTED NAME
MY COMMISSION EXPIRES 10/07/2024

ELIZABETH KIOUS

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 3rd DAY OF August 2022, BY ELIZABETH KIOUS.

NOTARY PUBLIC , STATE OF TEXAS

KIANE SMITH
Notary Public
STATE OF TEXAS
ID#132732122
My Comm. Exp. Oct. 7, 2024

Kiane Smith
PRINTED NAME
MY COMMISSION EXPIRES 10/07/2024

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

I, JOSE ELIZONDO, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOC. NO. 2021000311 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS 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, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS COUNTY OF WILLIAMSON MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS VISTA ACRES SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 2nd DAY OF August 2022

JOSE ELIZONDO

THE STATE OF TEXAS
COUNTY OF ~~WILLIAMSON~~ Travis MG

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 2nd DAY OF August 2022 BY JOSE ELIZONDO.

NOTARY PUBLIC , STATE OF TEXAS

MARCOS E. BASALDUA
Notary Public, State of Texas
Comm. Expires 01-08-2025
Notary ID 132857826

Marcos Basaldua
PRINTED NAME
MY COMMISSION EXPIRES 01/08/2025

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

WE, PILAR GONZALEZ-MUNOZ AND LUIS LIRA, OWNERS OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOC. NO. 2021017134 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS 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, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS COUNTY OF WILLIAMSON MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS VISTA ACRES SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 06 DAY OF August 2022

PILAR GONZALEZ-MUNOZ
PILAR GONZALEZ-MUNOZ
THE STATE OF TEXAS
COUNTY OF WILLIAMSON

MIRABEL A. FONJI
Notary Public, State of Texas
Comm. Expires 02-22-2023
Notary ID 131904493

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 06 DAY OF August 2022, BY PILAR GONZALEZ-MUNOZ.

NOTARY PUBLIC , STATE OF TEXAS

Mirabel A Fonji
PRINTED NAME
MY COMMISSION EXPIRES 02/22/2023

LUIS LIRA
LUIS LIRA
THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 06 DAY OF August 2022, BY LUIS LIRA.

NOTARY PUBLIC , STATE OF TEXAS

Mirabel A Fonji
PRINTED NAME
MY COMMISSION EXPIRES 02/22/2023

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

WE, BRYAN SLABOTSKY AND ALMA ALICIA POWELL, OWNERS OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOC. NO. 2021186985 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS 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, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS COUNTY OF WILLIAMSON MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS VISTA ACRES SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 3rd DAY OF August 2022

BRYAN SLABOTSKY

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 3rd DAY OF August 2022, BY BRYAN SLABOTSKY.

NOTARY PUBLIC , STATE OF TEXAS

KIANE SMITH
Notary Public
STATE OF TEXAS
ID#132732122
My Comm. Exp. Oct. 7, 2024

Kiane Smith
PRINTED NAME
MY COMMISSION EXPIRES 10/07/2024

ALMA ALICIA POWELL

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 3rd DAY OF August 2022, BY ALMA ALICIA POWELL.

NOTARY PUBLIC , STATE OF TEXAS

KIANE SMITH
Notary Public
STATE OF TEXAS
ID#132732122
My Comm. Exp. Oct. 7, 2024

Kiane Smith
PRINTED NAME
MY COMMISSION EXPIRES 10/07/2024

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

I, BRYAN SLABOTSKY, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOC. NO. 2020154708 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS 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, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS COUNTY OF WILLIAMSON MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS VISTA ACRES SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 3rd DAY OF August 2022

BRYAN SLABOTSKY
BRYAN SLABOTSKY
THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 3rd DAY OF August 2022, BY BRYAN SLABOTSKY.

NOTARY PUBLIC , STATE OF TEXAS

KIANE SMITH
Notary Public
STATE OF TEXAS
ID#132732122
My Comm. Exp. Oct. 7, 2024

Kiane Smith
PRINTED NAME
MY COMMISSION EXPIRES 10/07/2024

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

WE, JAMES NATHAN BELVIN AND CARLY MICHELLE BELVIN, OWNERS OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOC. NO. 2020138900 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS 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, RIGHT-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS COUNTY OF WILLIAMSON MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS VISTA ACRES SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 06 DAY OF August 2022

JAMES NATHAN BELVIN

MIRABEL A. FONJI
Notary Public, State of Texas
Comm. Expires 02-22-2023
Notary ID 131904493

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 06 DAY OF August 2022, BY NATHAN BELVIN.

NOTARY PUBLIC , STATE OF TEXAS

Mirabel A Fonji
PRINTED NAME
MY COMMISSION EXPIRES 02/22/2023

CARLY MICHELLE BELVIN

MIRABEL A. FONJI
Notary Public, State of Texas
Comm. Expires 02-22-2023
Notary ID 131904493

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 06 DAY OF August 2022, BY CARLY MICHELLE BELVIN.

NOTARY PUBLIC , STATE OF TEXAS

Mirabel A Fonji
PRINTED NAME
MY COMMISSION EXPIRES 02/22/2023

PROJECT:	VISTA ACRES SUBDIVISION
JOB NUMBER:	20003045
DATE:	JANUARY, 2022
SCALE:	1" = 200'
SURVEYOR:	ROBERT GERTSON, RPLS 6367
TECHNICIAN:	AY

ATWELL
www.atwell-group.com
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.904.0505
TBPE LS 10193726

FINAL PLAT OF VISTA ACRES SUBDIVISION
RE BOOTH SURVEY ABSTRACT NO. 102
WILLIAMSON COUNTY, TEXAS

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

FOR Adam D. Boatright 08/25/2022
J. TERRON EVERTSON, PE, DR, CFM — DATE
COUNTY ENGINEER
Adam D. Boatright

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 16 DAY OF August, 2022 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

SURVEYOR'S CERTIFICATE

I, ROBERT J. GERTSON, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT, THIS PLAT IS A TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OR THE PROPERTY LEGALLY DESCRIBED HERON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS., VISIBLE UTILITY LINES OR ROADS PLACE, EXCEPT SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OR WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS THIS 11 DAY OF AUGUST, 22

STATE OF TEXAS REGISTERED ROBERT J. GERTSON 6367 PROFESSIONAL LAND SURVEYOR

ROBERT J. GERTSON
REGISTERED PROFFSSIONAL LAND SURVEYOR
NO. 6367

ENGINEER'S CERTIFICATION

THE PROPERTY DEPICTED HEREON IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY: THE, FLOOD AREA BEING IDENTIFIED ON F.I.R.M. PANEL NO. 48491C0575F EFFECTIVE 12/20/2019 LOCATED IN ZONE "X". THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT, AUSTIN, TRAVIS COUNTY, TEXAS, THIS 11 DAY OF AUGUST, 2022

STEPHEN R. DELGADO
REGISTERED PROFESSIONAL ENGINEER
NO. 99342 STATE OF TEXAS

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON

I, BILL GRAVEL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____
BILL GRAVEL, JR., COUNTY JUDGE — DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON

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___, AD., AT ___ O'CLOCK, ___, M, IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT 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 RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS BY:

BY: _____ DEPUTY

PROJECT:	VISTA ACRES SUBDIVISION
JOB NUMBER:	20003045
DATE:	JANUARY, 2022
SCALE:	1" = 200'
SURVEYOR:	ROBERT GERTSON, RPLS 6367
TECHNICIAN:	AY

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FINAL PLAT OF VISTA ACRES SUBDIVISION
RE BOOTH SURVEY ABSTRACT NO. 102
WILLIAMSON COUNTY, TEXAS

Commissioners Court - Regular Session **30.**

Meeting Date: 08/30/2022

Indigent/Abandoned Burial

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (Scott Dalrymple) who passed away in Williamson County, TX where there has been an inquest by the Justice of the Peace Pct. 1 and the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	08/25/2022 12:00 PM
Form Started By: Andrea Schiele		Started On: 08/25/2022 11:27 AM
Final Approval Date: 08/25/2022		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING FUNDING FOR INTERMENT OF DECEDENT'S REMAINS (Scott Dalrymple)

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

Scott Dalrymple (SSN 2074-xx-xxxx) passed away on or about June 24, 2022 at the age of 69 in Justice of the Peace, Pct. 1 of Williamson County, Texas with last known address at 1211 Westcott Dr, Apt B, Round Rock, TX 78664. The Justice of the Peace, Pct. 1 is the magistrate ordering interment and requesting funding for same as the deceased's body is abandoned and there are no persons who have come forward with legal standing to inter the remains.

The Court finds that there have been numerous attempts and investigation to obtain information regarding next of kin. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsive or known next of kin with financial means. Based on the lack of or the actions or failure to respond of next of kin, the deceased's body has become abandoned and

sufficient time has passed for interment to move forward.

The Court further finds that the magistrate conducting the inquest shall inter the remains pursuant to Texas Health & Safety Code, Chapter 711, Section 711.002(e) and in this case the Justice of the Peace, Pct. 1 of Williamson County, Texas has after an inquest requested funding for cremation and disposition of the deceased's body in the interest of public health and safety.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by cremation).

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

Signed and entered this _____ day of August, 2022.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **31.**

Meeting Date: 08/30/2022

Burn Ban

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the issuance of a county-wide burn ban for a period not to exceed 90 days and to authorize the County Judge the authority to lift the order banning outdoor burning if conditions improve.

Background

The current conditions in Williamson County are: Average KBDI value of 586 (Scale of 1-800) with a +4 - +5 rate of change daily. With the continued drying trend, the county average KBDI will be over 600 by Tuesday, August 30. If the current rain trend diminishes, the lingering drought conditions, with average heat will lower fuel moistures that could create dangerous wildfire conditions that would be exacerbated by outdoor burning.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	08/25/2022 12:01 PM
Form Started By: Becky Pruitt		Started On: 08/25/2022 10:08 AM
Final Approval Date: 08/25/2022		

Commissioners Court - Regular Session **32.**

Meeting Date: 08/30/2022

Line Item Transfer - EMS

Submitted By: Nathan Zinsmeyer, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

A policy exception to the Williamson County Budget Order Sect 12., e) ,i) is being requested to allow for a portion of this line transfer to be taken from Salaries. This transfer is related to the large number of vacancies in the department which caused an increase in overtime to be worked.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0540.001100	F/T SALARIES	$35,000.00
From	0100.0540.001810	EMS STOT SALARIES	$371,280.00
To	0100.0540.001110	OVERTIME	$406,280.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 09:26 AM
Budget Office	Saira Hernandez	08/25/2022 10:35 AM
Form Started By: Nathan Zinsmeyer		Started On: 08/25/2022 08:37 AM
Final Approval Date: 08/25/2022		

Commissioners Court - Regular Session **33.**

Meeting Date: 08/30/2022

Line Item Transfer - Fleet Maintenance

Submitted By: Nathan Zinsmeyer, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

A policy exception to the Williamson County Budget Order Sect 12., c), i) is being requested to allow for a portion of this line item transfer to be taken from Training. This transfer is needed due to unforeseen major repairs, as well as inflation, has depleted several areas earlier than anticipated for the current fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003011	COMPUTER SOFTWARE < $5,000	$2,538.86
From	0882.0882.004414	VEHICLE INSURANCE	$660.19
From	0882.0882.004505	SOFTWARE MAINTENANCE	$1,402.50
From	0882.0882.004541	VEHICLE REPAIRS & MAINT	$243.45
From	0882.0882.004416	OTHER LIABILITY INSURANCE	$155.00
To	0882.0882.003303	OIL, GREASE	$5,000.00
From	0882.0882.004543	REPAIRS TO EQUIPMENT	$2,075.00
From	0882.0882.003302	USED TIRE DISPOSAL	$1,500.00
From	0882.0882.004500	MAINTENANCE CONTRACTS	$5,400.00
From	0882.0882.004232	TRAINING, CONF., SEMINARS	$10,000.00
From	0882.0882.004541	VEHICLE REPAIRS & MAINT	$1,069.55
To	0882.0882.003523	PARTS	$20,044.55

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 11:57 AM
Form Started By: Nathan Zinsmeyer		Started On: 08/25/2022 09:49 AM
Final Approval Date: 08/25/2022		

Commissioners Court - Regular Session **34.**

Meeting Date: 08/30/2022

ESD 6 Appointment of Michael Keller

Submitted For: Russ Boles **Submitted By:** Michael Cooper, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Michael D. Keller to the Weir ESD #6 Board of Directors, replacing Mark Montgomery for the remainder of his two-year term that began on January 1, 2020, and will end on December 31, 2022.

Background

Michael Keller will fill the open position left by Mark Montgomery. Mr. Keller has been very active in the Walburg community since 2000. He retired from Dell Technologies after 27 years, and he served another 9 in local the banking industry. He served with Make a Wish Golf Tournament, All Things Wild, TCF Phase 1 Treasurer, “The Nest” Georgetown Project and Habitat for Humanity, Georgetown. Mr. Keller was interviewed by Commissioner Boles office and his references were verified. His application and resume are attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Michael Keller Resume

Michael Keller Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 09:27 AM
Form Started By: Michael Cooper		Started On: 08/25/2022 08:42 AM
Final Approval Date: 08/25/2022		

Michael D. Keller

Georgetown, TX •

Senior Manager Finance • Finance Consultant

Dedicated, high integrity, finance professional known for the ability to create successful outcomes in complex situations. Diverse industry and functional expertise with significant credit, collections, and portfolio management skills. Excellent analytical, organizational, and interpersonal skills with a strong desire to achieve tangible and/or intangible solutions within a "team-oriented" organization. Skilled at educating clients on products and recommending best options to meet their goals. Strong competencies in the following disciplines:

- Financial Analysis and Forecasting
- Accounts Receivable Management
- Operations and Risk Management
- Relationship Management
- Bankruptcy and Litigation
- Process Improvement
- Credit Management
- Strategic Planning
- Loan Workouts

Experience

Dell Technologies, Inc., Round Rock, TX **1993 – 2020**

Highlights

- Risk management in the extension of trade credit to Dell's US customers resulting in $17 Billion of revenue and 0.14% bad debt loss for FY10.
- US Trade Credit processes benchmarked by The Hackett Group as World-Class FY-09 -FY10.
- Selected and implemented risk management software application of trade credit for customers of Dell, Inc. (US, Latin America, Europe, and Canada).
- Managed all US bankruptcy claims and litigation, $1 Million Committee Member success bonus and Dell VP Award.
- Led Finance Manager of "Paperless PO" project, Dell customer Premier Page ordering, Michael Dell Award
- Intel Pentium Recall Program Manager, VP Award.
- CFO Finance Manager of the Quarter.
- Directed external financing relationships growth from $300 MM to $1.4 B (IBM, GE, De Lage Laden and Wells Fargo).

Credit Consultant, Dell Financial Services

- Managed high risk portfolio of customers.
- Accountable for lease/loan underwriting to Public, Large Enterprise, and Small and Medium businesses.
- Drafted policies and procedures for indirect credit underwriting of Third-Party Vendors.
- Management of Channel Partner Extended Terms Program.

Global Manager of Credit Center of Competency

- Developed and implemented Global Credit Deal or No Deal postmortem reviews.
- Developed and implemented Global Credit policies and guidelines.
- Managed relationship and global contract with major credit reporting agency.

US Credit Manager

- Managed integration of US Credit and Collection functions for most acquisitions.
- Consolidated US Credit policies, procedures, and operations into one organization.
- Managed Collections group for Education, State and Local Government and Healthcare accounts receivable for 1 year.
- Transitioned US Credit Process to Dell International Site.

US Relationship Credit Manager

- Managed risk in the extension of trade terms to all of US Global, Large Corporate Accounts and Preferred Account Division customers.
- Finance Leader of Paperless Invoicing Project, customer internet invoice retrieval and delivery system.
- Developed and implemented credit training manual for Small and Medium Business and Public segment Credit Analysts.

Financial Services Manager, Large Corporate Accounts

- Manager of Credit, Collections and Order Processing organization.
- Oversaw of development and implementation of purchase order tracking and retrieval system.
- Managed development and implementation of cash flow projections model for Treasury forecasts.

US Corporate Collections Manager

- Managed US Platinum and Gold Corporate customer accounts receivables collections organization.
- Conducted regular customer site visits with Sales Account Executives.
- Responsible for the Credit Card encryption project.

Credit Analyst

- Managed risk in the extension of credit terms to US Commercial customers.
- Trained new Credit Analysts on credit policies, procedures, and internal systems.
- Participated in a US project to review eliminating COD as a payment method.
- Managed risk of in the extension of terms credit to Small and Medium Businesses and Preferred Account Division customers.
- Supported Credit Card Fraud investigations and directed multiple investigations leading to several arrests and convictions.
- Represented Dell, Inc.at the Direct Marketing Association Conference.

Additional Experience

Bank One, NA formerly MBank, NA, Vice President

Education

Bachelor of Business Administration (BBA) in Finance; Economics minor | Southwestern University, Georgetown, TX

Certifications

Green Belt, Business Performance Improvement

Williamson County Application for Emergency Service District Board of Commissioners

Date: 8/17/2022

Application for ESD # 6

Name: Michael D. Keller

Address:

Home Phone Work Phone:

Cell Phone: Email Address:

Do you live in the district and if so, for how long?

22 years

Do you own property in the district and if so, for how long?

22 years

Are you a registered voter?

Yes

Please describe any experience and/or training you may have that would qualify you for this position, especially experience in management, financial or budget oversight and/or fire or emergency services.

Southwestern University, Degree in Finance ‘86.

9+ years in the Banking Industry.

27+ years Dell Technologies in Finance roles. (See resume)

Please describe any community or public service in which you have participated in the last ten years.

2016-2019 Make A Wish Golf Tournament.

Donated to All Things Wild

6 years as TCF Phase 1 Treasurer

Made food for “The Nest” Georgetown Project.

Assisted with for Habitat for Humanity, Georgetown.

Please explain briefly your reasons for interest in serving on the board.

Able to share my time and experience for Fire Dept. My son has been a Fireman for 6 years and went through TEEX program.

Are you a relative of anyone who is employed by this ESD and/or Fire Department that serves the ESD?

No

If yes, please name the relative and your relationship with him/her. N/A

Have you ever been convicted of a crime? If yes, please provide an explanation.

No

Commissioners Court - Regular Session **35.**

Meeting Date: 08/30/2022

Auditor Salary

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

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the 2022-2023 salary for the County Auditor in the amount of $183,923.85.

Background

Sec 152.032 of the Texas Local Government Code requires Commissioners Court approval of the County Auditor's salary should it exceed the "highest paid elected county officer" as stated below. Currently, the highest paid county officer for FY23 is the County Attorney at $176,587.05. The FY23 (County Auditor) salary was set by the District Court Judges during the Auditor's Office annual budget hearing on Thursday, August 4th, 2022. The salary increase was based on a 5% COLA and 3% on top of that, coinciding with the Commissioners Court recommendation, as it relates to departments heads for FY23. Funding is already included in the proposed FY23 budget as presented to the court by the Budget Office.

Sec. 152.032. LIMITATIONS ON COUNTY AUDITOR'S COMPENSATION AND ALLOWANCES. (a) Except as provided by Subsections (b), (d), and (e), the amount of the compensation and allowances of a county auditor may not exceed the amount of the compensation and allowances received from all sources by the highest paid elected county officer, other than a judge of a statutory county court, whose salary and allowances are set by the 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	08/25/2022 11:58 AM
Form Started By: Rachel Rull		Started On: 08/25/2022 11:04 AM
Final Approval Date: 08/25/2022		

Commissioners Court - Regular Session **36.**

Meeting Date: 08/30/2022

2022-2023 Budget Adoption

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 AM Hold Public Hearing on the 2022-2023 County Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 09:04 AM
Form Started By: Ashlie Holladay		Started On: 07/22/2022 03:24 PM
Final Approval Date: 08/25/2022		

Commissioners Court - Regular Session **37.**

Meeting Date: 08/30/2022

2022-2023 General Fund Budget Adoption

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the 2022-2023 General Fund Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

August 30th 2022 BMVS

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 09:04 AM
Form Started By: Ashlie Holladay		Started On: 07/22/2022 03:25 PM
Final Approval Date: 08/25/2022		

2022 - 2023 GENERAL FUND PRELIMINARY PROPOSED BUDGET

General Fund Budget Office Recommendations		$ 276,920,723.00		
SUBTOTAL	**$ -**	**$ 276,920,723.00**		
SPONSORED ITEMS FOR COURT'S CONSIDERATION 8/30/22			**SPONSOR**	
Additional Funding to CIP / LRTP 000777	$ 1,793,361.00	$ -	Commissioner Covey	
APPROVED ITEMS 8/23/22			**SPONSOR**	
FY22 Items not Received / See attached Note	$ 1,440,954.00	$ 1,440,954.00	Judge Gravell	**Approved 8/23/22**
523 Transfer of ~~PCN 1067~~ PCN 0167 from department 581 Dispatch to 523 Public Safety Technology	$ -		Commissioner Long	**Approved 8/23/22**
409 Non Departmental / Williamson County Economic Development Corporation	$ 500,000.00	$ 500,000.00	Commissioner Boles	**Approved 8/23/22**
591 PreTrial / Overtime for Magistration Court Services Unit	$ 12,319.00	$ 12,319.00	Commissioner Covey	**Approved 8/23/22**
APPROVED ITEMS 8/16/22			**SPONSOR**	
640 Public Assistance / Remove Recommended funding for Williamson and Burnet Counties for Meals on Wheels	$ (5,000.00)	$ (5,000.00)	Judge Gravell	**Approved 8/16/22**
640 Public Assistance / Increase "Rent" funding for Williamson and Burnet Counties	$ 15,000.00	$ 15,000.00	Judge Gravell	**Approved 8/16/22**
Various departments / Merit for District Court Reporters	$ (21,000.00)	$ (21,000.00)	Judge Gravell	**Approved 8/16/22**
409 Non Departmental / Admin Service Fees for TPA for Work Comp	$ (55,000.00)	$ (55,000.00)	Judge Gravell	**Approved 8/16/22**
409 Non Departmental / Process - Departmental Review	$ 100,000.00	$ (100,000.00)	Commissioner Covey	**Approved 8/16/22**
401 Commissioners Court / County Project Management Office	$ 364,912.00	$ (189,912.00)	Commissioner Covey	**Approved 8/16/22**
BUDGET ORDER 570 Corrections / FTO pay from 26 positions to 32 positions at $150 / month	$ 13,375.00	$ 13,375.00	Commissioners Court	**Approved 8/16/22**
BUDGET ORDER 540 EMS / FTO pay increase from $150/month to $175/month for 20 positions	$ 7,430.00	$ 7,430.00	Commissioners Court	**Approved 8/16/22**
APPROVED ITEMS 8/9/22			**SPONSOR**	
All County Departments / Retirement Rate of 16.18% for October - December 2022	$ 241,295.26	$ 241,300.00	Judge Gravell	**Approved 8/9/22**
409 Non Departmental / Drug Court Grant - Delta Needed for Case Manager	$ 37,603.00	$ 38,000.00	Commissioner Long	**Approved 8/9/22**
503 IT - Computer Software / Multi-Factor Implementation	$ 62,000.00	$ 62,000.00	Commissioner Long	**Approved 8/9/22**
503 IT - Professional Svcs - Security Consulting	$ 192,000.00	$ 192,000.00	Commissioner Long	**Approved 8/9/22**
503 IT - Re-classifications and Grade Changes PCN 0968	$ 5,834.31	$ 5,900.00	Commissioner Long	**Approved 8/9/22**
503 IT - Funding Request on PCN 0968 to 8% above the bottom of the minimum	$ 9,968.70	$ 10,000.00	Commissioner Long	**Approved 8/9/22**
503 IT - Re-classification of PCN 1856	$ 14,164.01	$ 14,200.00	Commissioner Long	**Approved 8/9/22**
503 IT - Jail Camera Upgrade / Quote Increase	$ 38,000.00	$ 38,000.00	Commissioner Long	**Approved 8/9/22**
503 IT - New Website Infrastructure and Re-Design (Estimates coming in higher)	$ 140,000.00	$ 140,000.00	Commissioner Long	**Approved 8/9/22**
560/570 Sheriff's Office-Corrections / Proposed L & C Chart Changes Pending HR Salary Study (assuming February implementation)	$ 1,154,446.26	$ 1,300,000.00	Judge Gravell & Commissioner Long	**Approved 8/9/22**
405 Veteran Svcs. / VSO FTE	$ 82,422.57	$ 83,000.00	Commissioner Boles	**Approved 8/9/22**
405 Veteran Svcs. / Operating Costs Associated with Vehicle Transfer	$ 11,630.00	$ 12,000.00	Commissioner Boles	**Approved 8/9/22**
SUBTOTAL	**$ 1,748,068.85**	**$ 3,754,566.00**		
GRAND TOTAL		**$ 280,675,289.00**		

2022 - 2023 ROAD AND BRIDGE FUND PRELIMINARY PROPOSED BUDGET

Road & Bridge Fund Budget Office Recommendations		$ 50,086,895.00		
SUBTOTAL		**$ 50,086,895.00**		
APPROVED ITEMS 8/23/22			**SPONSOR**	
FY22 Items not Received / See attached Note	$ 538,111.00	$ 538,111.00	Judge Gravell	
APPROVED ITEMS 8/9/22			**SPONSOR**	
Retirement Rate of 16.18% October - December 2022	$ 22,332.82	$ 22,333.00	Judge Gravell	**Approved 8/9/22**
Funds to be added to 000777 Transfer to Capital Projects / Projects to be Selected at a Later Date	$ 6,000,000.00	$ 6,000,000.00	Commissioner Long	**Approved 8/9/22**
Funds to be added to 000777 Transfer to Capital Projects / TxDOT Off System Bridge Replacement Match on CR 100/118	$ 1,300,000.00	$ 1,300,000.00	Commissioner Boles	**Approved 8/9/22**
SUBTOTAL	**$ 7,322,332.82**	**$ 7,860,444.00**		
GRAND TOTAL		**$ 57,947,339.00**		

2022 - 2023 DEBT SERVICE FUND PRELIMINARY PROPOSED BUDGET

Debt Service Fund Budget Office Recommendations		$ 154,965,819.00		
TOTAL		**$ 154,965,819.00**		
APPROVED ITEMS 8/9/22			**SPONSOR**	
Additional Debt Defeasance	$ 10,000,000.00	$ 10,000,000.00	Commissioner Covey	**Approved 8/9/22**
SUBTOTAL		**$ 10,000,000.00**		
GRAND TOTAL		**$ 164,965,819.00**		
GENERAL FUND, ROAD & BRIDGE FUND and DEBT SERVICE FUND TOTAL		**$ 503,588,447.00**		

Commissioners Court - Regular Session **38.**

Meeting Date: 08/30/2022

2022-2023 Road and Bridge Fund Budget Adoption

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the 2022-2023 Road and Bridge Fund Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

August 30th 2022 BMVS

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 09:04 AM
Form Started By: Ashlie Holladay		Started On: 07/22/2022 03:26 PM
Final Approval Date: 08/25/2022		

2022 - 2023 GENERAL FUND PRELIMINARY PROPOSED BUDGET				
General Fund Budget Office Recommendations		$ 276,920,723.00		
SUBTOTAL	**$ -**	**$ 276,920,723.00**		
SPONSORED ITEMS FOR COURT'S CONSIDERATION 8/30/22			**SPONSOR**	
Additional Funding to CIP / LRTP 000777	$ 1,793,361.00	$ -	Commissioner Covey	
APPROVED ITEMS 8/23/22			**SPONSOR**	
FY22 Items not Received / See attached Note	$ 1,440,954.00	$ 1,440,954.00	Judge Gravell	**Approved 8/23/22**
523 Transfer of ~~PCN 1067~~ PCN 0167 from department 581 Dispatch to 523 Public Safety Technology	$ -		Commissioner Long	**Approved 8/23/22**
409 Non Departmental / Williamson County Economic Development Corporation	$ 500,000.00	$ 500,000.00	Commissioner Boles	**Approved 8/23/22**
591 PreTrial / Overtime for Magistration Court Services Unit	$ 12,319.00	$ 12,319.00	Commissioner Covey	**Approved 8/23/22**
APPROVED ITEMS 8/16/22			**SPONSOR**	
640 Public Assistance / Remove Recommended funding for Williamson and Burnet Counties for Meals on Wheels	$ (5,000.00)	$ (5,000.00)	Judge Gravell	**Approved 8/16/22**
640 Public Assistance / Increase "Rent" funding for Williamson and Burnet Counties	$ 15,000.00	$ 15,000.00	Judge Gravell	**Approved 8/16/22**
Various departments / Merit for District Court Reporters	$ (21,000.00)	$ (21,000.00)	Judge Gravell	**Approved 8/16/22**
409 Non Departmental / Admin Service Fees for TPA for Work Comp	$ (55,000.00)	$ (55,000.00)	Judge Gravell	**Approved 8/16/22**
409 Non Departmental / Process - Departmental Review	$ 100,000.00	$ (100,000.00)	Commissioner Covey	**Approved 8/16/22**
401 Commissioners Court / County Project Management Office	$ 364,912.00	$ (189,912.00)	Commissioner Covey	**Approved 8/16/22**
BUDGET ORDER 570 Corrections / FTO pay from 26 positions to 32 positions at $150 / month	$ 13,375.00	$ 13,375.00	Commissioners Court	**Approved 8/16/22**
BUDGET ORDER 540 EMS / FTO pay increase from $150/month to $175/month for 20 positions	$ 7,430.00	$ 7,430.00	Commissioners Court	**Approved 8/16/22**
APPROVED ITEMS 8/9/22			**SPONSOR**	
All County Departments / Retirement Rate of 16.18% for October - December 2022	$ 241,295.26	$ 241,300.00	Judge Gravell	**Approved 8/9/22**
409 Non Departmental / Drug Court Grant - Delta Needed for Case Manager	$ 37,603.00	$ 38,000.00	Commissioner Long	**Approved 8/9/22**
503 IT - Computer Software / Multi-Factor Implementation	$ 62,000.00	$ 62,000.00	Commissioner Long	**Approved 8/9/22**
503 IT - Professional Svcs - Security Consulting	$ 192,000.00	$ 192,000.00	Commissioner Long	**Approved 8/9/22**
503 IT - Re-classifications and Grade Changes PCN 0968	$ 5,834.31	$ 5,900.00	Commissioner Long	**Approved 8/9/22**
503 IT - Funding Request on PCN 0968 to 8% above the bottom of the minimum	$ 9,968.70	$ 10,000.00	Commissioner Long	**Approved 8/9/22**
503 IT - Re-classification of PCN 1856	$ 14,164.01	$ 14,200.00	Commissioner Long	**Approved 8/9/22**
503 IT - Jail Camera Upgrade / Quote Increase	$ 38,000.00	$ 38,000.00	Commissioner Long	**Approved 8/9/22**
503 IT - New Website Infrastructure and Re-Design (Estimates coming in higher)	$ 140,000.00	$ 140,000.00	Commissioner Long	**Approved 8/9/22**
560/570 Sheriff's Office-Corrections / Proposed L & C Chart Changes Pending HR Salary Study (assuming February implementation)	$ 1,154,446.26	$ 1,300,000.00	Judge Gravell & Commissioner Long	**Approved 8/9/22**
405 Veteran Svcs. / VSO FTE	$ 82,422.57	$ 83,000.00	Commissioner Boles	**Approved 8/9/22**
405 Veteran Svcs. / Operating Costs Associated with Vehicle Transfer	$ 11,630.00	$ 12,000.00	Commissioner Boles	**Approved 8/9/22**
SUBTOTAL	**$ 1,748,068.85**	**$ 3,754,566.00**		
GRAND TOTAL		**$ 280,675,289.00**		

2022 - 2023 ROAD AND BRIDGE FUND PRELIMINARY PROPOSED BUDGET

Road & Bridge Fund Budget Office Recommendations		$ 50,086,895.00		
SUBTOTAL		**$ 50,086,895.00**		
APPROVED ITEMS 8/23/22			**SPONSOR**	
FY22 Items not Received / See attached Note	$ 538,111.00	$ 538,111.00	Judge Gravell	
APPROVED ITEMS 8/9/22			**SPONSOR**	
Retirement Rate of 16.18% October - December 2022	$ 22,332.82	$ 22,333.00	Judge Gravell	**Approved 8/9/22**
Funds to be added to 000777 Transfer to Capital Projects / Projects to be Selected at a Later Date	$ 6,000,000.00	$ 6,000,000.00	Commissioner Long	**Approved 8/9/22**
Funds to be added to 000777 Transfer to Capital Projects / TxDOT Off System Bridge Replacement Match on CR 100/118	$ 1,300,000.00	$ 1,300,000.00	Commissioner Boles	**Approved 8/9/22**
SUBTOTAL	**$ 7,322,332.82**	**$ 7,860,444.00**		
GRAND TOTAL		**$ 57,947,339.00**		

2022 - 2023 DEBT SERVICE FUND PRELIMINARY PROPOSED BUDGET

Debt Service Fund Budget Office Recommendations		$ 154,965,819.00		
TOTAL		**$ 154,965,819.00**		
APPROVED ITEMS 8/9/22			**SPONSOR**	
Additional Debt Defeasance	$ 10,000,000.00	$ 10,000,000.00	Commissioner Covey	**Approved 8/9/22**
SUBTOTAL		**$ 10,000,000.00**		
GRAND TOTAL		**$ 164,965,819.00**		
GENERAL FUND, ROAD & BRIDGE FUND and DEBT SERVICE FUND TOTAL		**$ 503,588,447.00**		

Commissioners Court - Regular Session **39.**

Meeting Date: 08/30/2022

2022-2023 Debt Service Fund Budget Adoption

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the 2022-2023 Debt Service Fund Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

August 30th 2022 BMVS

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 09:05 AM
Form Started By: Ashlie Holladay		Started On: 07/22/2022 03:27 PM
Final Approval Date: 08/25/2022		

2022 - 2023 GENERAL FUND PRELIMINARY PROPOSED BUDGET				
General Fund Budget Office Recommendations		$ 276,920,723.00		
SUBTOTAL	**$ -**	**$ 276,920,723.00**		
SPONSORED ITEMS FOR COURT'S CONSIDERATION 8/30/22			**SPONSOR**	
Additional Funding to CIP / LRTP 000777	$ 1,793,361.00	$ -	Commissioner Covey	
APPROVED ITEMS 8/23/22			**SPONSOR**	
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409 Non Departmental / Williamson County Economic Development Corporation	$ 500,000.00	$ 500,000.00	Commissioner Boles	**Approved 8/23/22**
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405 Veteran Svcs. / Operating Costs Associated with Vehicle Transfer	$ 11,630.00	$ 12,000.00	Commissioner Boles	**Approved 8/9/22**
SUBTOTAL	**$ 1,748,068.85**	**$ 3,754,566.00**		
GRAND TOTAL		**$ 280,675,289.00**		

2022 - 2023 ROAD AND BRIDGE FUND PRELIMINARY PROPOSED BUDGET

Road & Bridge Fund Budget Office Recommendations		$ 50,086,895.00		
SUBTOTAL		**$ 50,086,895.00**		
APPROVED ITEMS 8/23/22			**SPONSOR**	
FY22 Items not Received / See attached Note	$ 538,111.00	$ 538,111.00	Judge Gravell	
APPROVED ITEMS 8/9/22			**SPONSOR**	
Retirement Rate of 16.18% October - December 2022	$ 22,332.82	$ 22,333.00	Judge Gravell	**Approved 8/9/22**
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Funds to be added to 000777 Transfer to Capital Projects / TxDOT Off System Bridge Replacement Match on CR 100/118	$ 1,300,000.00	$ 1,300,000.00	Commissioner Boles	**Approved 8/9/22**
SUBTOTAL	**$ 7,322,332.82**	**$ 7,860,444.00**		
GRAND TOTAL		**$ 57,947,339.00**		

2022 - 2023 DEBT SERVICE FUND PRELIMINARY PROPOSED BUDGET

Debt Service Fund Budget Office Recommendations		$ 154,965,819.00		
TOTAL		**$ 154,965,819.00**		
APPROVED ITEMS 8/9/22			**SPONSOR**	
Additional Debt Defeasance	$ 10,000,000.00	$ 10,000,000.00	Commissioner Covey	**Approved 8/9/22**
SUBTOTAL		**$ 10,000,000.00**		
GRAND TOTAL		**$ 164,965,819.00**		
GENERAL FUND, ROAD & BRIDGE FUND and DEBT SERVICE FUND TOTAL		**$ 503,588,447.00**		

Commissioners Court - Regular Session **40.**

Meeting Date: 08/30/2022

1000AM Public Hearing Wilco proposed 2022 tax rate of 37.5608 cents per $100 of valuation

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 a.m. Public Hearing on the proposed 2022 tax rate of 37.5608 cents per $100 of valuation for Williamson County.

Background

This is a public hearing on the proposed 2022 tax rate. The proposed rate was voted on August 3, 2022, and is the combined rate of M&O, I&S, and R/FM. The individual tax rates will be adopted on August 30, 2022.

Proposed Tax Rate: 37.5608 cents per $100
Preceding Year's Tax Rate: 44.0846 cents per $100
No New Revenue Tax Rate: 34.1278 cents per $100
Voter Approval Tax Rate: 37.5608 cents per $100

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/10/2022 10:59 AM
Form Started By: Judy Kocian		Started On: 08/02/2022 02:18 PM
Final Approval Date: 08/10/2022		

Commissioners Court - Regular Session **41.**

Meeting Date: 08/30/2022

2022 tax rate adoption for Williamson County

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the adoption of the 2022 tax rates for Williamson County General Fund, Debt Services, and Road and Bridge Fund.

Background

The following tax rate was proposed on August 3, 2022 - 37.5608 cents. The attached order reflects the adoption of the 2022 tax rates for Maintenance and Operations, Debt Service, and Road and Bridge funds for Williamson County, Texas.

Notes:
The following verbiage must be stated by the official making the motion for the adoption of the proposed tax rate:

I move that the property tax rate be increased by the adoption of a total tax rate of 37.5608 cents per $100 of valuation, which is effectively a 10.06 percent increase in the tax rate, and that each rate is as follows:
Maintenance and Operations Fund - 20.4216 cents per $100 of valuation
Debt Service Fund - 13.39 cents per $100 of valuation
Road and Bridge Fund - 3.7492 cents per $100 of valuation

Second -

Take a record vote.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/04/2022 02:54 PM
Form Started By: Judy Kocian		Started On: 08/03/2022 01:56 PM
Final Approval Date: 08/04/2022		

Commissioners Court - Regular Session **42.**

Meeting Date: 08/30/2022

Tax Collection Agreement

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Butler Farms Public Improvement District and the County of Williamson, Texas.

Background

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector, shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The three original documents of the Tax Collection Agreement with the Butler Farms Public Information District require the County Judge's signature and the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and require the County Judge's signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Butler Farms PID

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/24/2022 08:27 AM
Form Started By: Judy Kocian		Started On: 08/23/2022 02:58 PM
Final Approval Date: 08/24/2022		

AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS AND THE CITY OF LIBERTY HILL, TEXAS FOR BILLING AND COLLECTION SERVICES RELATED TO THE BUTLER FARMS PUBLIC IMPROVEMENT DISTRICT

This agreement (the "Agreement") is between Williamson County, Texas (the "County"), a political subdivision of the State of Texas, and the City of Liberty Hill, Texas (the "City"), a ~~home rule~~ General Law Type 'A' municipality located within the territory of the County, for billing and collection services related to the Butler Farms Public Improvement District (the "District") authorized and administered by the City.

RECITALS

A. The City authorized the District, effective on December 10,2018, by a majority vote of all members of its City Council adopting a resolution (Resolution No. 012621-M) in accordance with the City Council's findings as to the advisability of the planned services and improvements, pursuant to Section 372.010 of the Texas Public Improvement District Act (the "PID Act") (Tex. Local Gov't Code Secs. 372.00 l to 372.026). The City has in the past, and may in the future, over time and from time to time, altered the boundaries of the District, and this Agreement will remain in force until terminated.

B. The City adopted assessment plans apportioning the cost of the planned services and improvements among the parcels of real property in the District and prepared a proposed assessment roll stating the amount of the assessment due from each such parcel (the "Assessments") pursuant to Sec. 372.016 of the PID Act. The City published and mailed the required notices and held a public hearing, heard and passed on all objections to a proposed Assessment, and by ordinance levied the Assessments against such parcels as a special assessment on the property in accordance with Sec. 372.017 of the PID Act, providing in the ordinance that the Assessments may be paid in annual installments.

C. The City and the County find that it is in the mutual interest of the citizens of the City and the County for the City to contract with the County to perform the duties related to the billing and collection of the of the Assessments, as authorized by Sec. 372.0175 of the PID Act and pursuant to the Intergovernmental Cooperation Act (Tex. Gov. Code, Chapter 791).

D. Except as otherwise provided herein, the term "Assessment" as used in this Agreement shall refer to both the full apportioned cost of the planned services and improvements due from each parcel according to the assessment roll and the annual installments due from each parcel, whether fixed or determined annually.

AGREEMENT

Therefore, in consideration of the mutual promises stated herein, the County and the City agree as follows:

1. **Agreement for Billing and Collection of Installments of Assessments.** Beginning on the Effective Date (defined below) and continuing until the Agreement is terminated pursuant to its terms, the City authorizes the County exclusively, acting through the Williamson County Tax Assessor-Collector (the "Tax Assessor-Collector"), to bill and collect the annual installments of the Assessments and to represent the City for all purposes related to the billing and collection of such installments, except as stated below. The County agrees to perform for the City all of the duties of the City related to the billing and collection of the installments provided in the assessment plan and Texas law. The County further agrees to send monthly collection reports to the City, prepare tax certificates, develop and maintain delinquent assessment rolls for the City, and provide copies of all records related to the services that the County provides under this Agreement. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the duties of the County under this Agreement. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

2. **Exclusions**. This Agreement will not include billing or collection of the following:

2.1 Assessments in amounts other than annual installments; and

2.2 Any installments of the Assessments that are for years for which the tax lien on the property has been transferred by the County to a transferee at the request of the owner according to Texas Tax Code Sec. 32.06; and

2.3 Any Assessments on property for which the owner has deferred collection of the property taxes on the property as allowed by Texas Tax Code Sec. 33.06 or 33.065.

The billing and collection of the foregoing excluded Assessments will remain the responsibility of the City.

3. **Term of Agreement.** The term of this Agreement will begin on the latest date accompanying the signature lines of the duly authorized representatives of the parties on this Agreement (the "Effective Date") and will terminate on the date that is one (1) year after the Effective Date (the "Initial Term"), unless renewed and extended as provided below. After the Initial Term, this Agreement will be automatically renewed and extended for an additional one (1) year term unless a party terminates the Agreement by giving written notice of termination to the other party not later than ninety (90) calendar days before the end of the Initial Term. If the Agreement is renewed and extended after the Initial Term, thereafter it will be renewed and extended automatically for succeeding one (1) year terms unless a party terminates the Agreement by giving written notice of termination to the other party not later than ninety (90) days before the end of then-current term. If a written notice of termination is given, the Agreement will nevertheless remain in effect for the remainder of the term in which the notice is given and will remain in effect thereafter with respect to any Assessment for which a suit to foreclose the assessment lien was been filed prior to such termination, until the suit is dismissed or a sale of the property to carry out the foreclosure has occurred, and the proceeds have been collected.

4. **Assessment Data.** Each year during the term of this Agreement, on or before September 1, the City will provide to the Tax Assessor-Collector the amount of the annual installment due for that year on the Assessment against each tract of real property in the District except tracts that are exempt. The data will be provided to the Tax Assessor- Collector electronically in a format that is compatible with the format of the County's property tax records. The Tax Assessor-Collector will provide no less than ninety (90) days' notice to the City of any required format change in the electronic file. The City will notify the Tax Assessor-Collector of any adjustments of the annual installments and will be responsible for paying any refunds that result from such adjustments. The City will not provide the Tax Assessor-Collector with the total amounts of the Assessments, and the County will not be responsible for the billing or collection of the Assessments other than in annual installments. Determining exemptions, calculating the amounts

of the annual installments, computing the cumulative balances of the Assessments, and any collection of the Assessments other than in annual installments will remain the responsibility of the City. The calculation of annual installments will be based on the ownership defined by the current tax appraisal roll of the Williamson Central Appraisal District ("WCAD") for the year of the installments. If the City fails to provide the Assessments to the Tax Assessor-Collector by September 15 of the Initial Term or any renewed term of this Agreement, the Agreement may be terminated by the County upon written notice to the City according to Section 12 below. The initial delivery of data by the City to the Tax Assessor-Collector will also include a record of all payments made on the Assessments during the preceding five (5) years. The Tax Assessor Collector will make available to the City a continuous on-line disbursement report summarizing the payments collected.

5. **Billing of Assessments.** The Tax Assessor-Collector will bill the annual installments of the Assessments to the property owners by including the amount of the installment as a line item in the consolidated property tax bill mailed by the Tax Assessor-Collector to each owner of real property in the District. The bills will be mailed about October I of each year or as soon thereafter as practicable. Each tax bill that includes a line item for an installment of an Assessment will also include a statement in substantially the following language: "Assessments of public improvement districts are not taxes but are collected by the Williamson County Tax Office under an agreement with the municipality."

6. **Collection of Assessments.** The Tax Assessor-Collector will collect the installments of the Assessments and remit the amount collected to the City daily by electronic funds transfer, after deducting the amount due to the County as billing and collection fees, as provided in Section 10 below. The Tax Assessor-Collector and private legal counsel contracted by the County for the collection of delinquent property taxes will also collect any delinquent installments of the Assessments, including filing suits for foreclosure of the lien securing the Assessments provided in Sec. 372.018 of the PID Act. All of the terms of Sec. 372.018 of the PID Act and all of the provisions of the Texas Tax Code with respect to payment, refunds, delinquency, penalties and interest, waiver of penalties and interest, costs and expenses of collection, attorney's fees, personal liability, installment payment of delinquent amounts, suits, lien foreclosure, limitation of

collection, redemption, and other matters related to the collection of property taxes will also apply to the collection of the installments of the Assessments, except that the provisions of Texas Tax Code Sec. 32.06 on property tax loans and the transfer of tax liens, and Texas Tax Code Secs. 33.045, 33.06, and 33.065 on the deferral of collection of property taxes on certain residential homesteads will not apply. Billing and collection of the installments of Assessments on property for which the tax lien has been transferred to a transferee or that is subject to such deferral of collection of taxes will remain the responsibility of the City, as provided in Section 2 above. Any partial collection of delinquent taxes and delinquent installments of Assessments will be divided pro-rata among the entities imposing the taxes and the Assessments without preferring one entity over another. During the term of this Agreement, only the Tax Assessor-Collector will collect the installments of the Assessments. If any payments are received by the City for amounts billed by the Tax Assessor-Collector on the City's behalf, they will be remitted to the Tax Assessor-Collector. The City will notify the Tax Assessor-Collector if any Assessment is prepaid to the City, in full or in part.

7. **Notice to Property Owners.** If the City has not done so before the Effective Date, then after the Effective Date and prior to the mailing by the County of the first bills for annual installments of the Assessments, the City will notify each owner of property in the District, except exempt property, by first class mail that the subsequent installments of the Assessment on the owner's property will be billed by and paid to the Tax Assessor-Collector until the owner is notified that this Agreement is terminated.

8. **Foreclosure Suits.** The City hereby agrees and expressly authorizes the County to contract on the City's behalf with private legal counsel for the collection of the delinquent installments of an Assessment, said private counsel being the same contracted by the County for the collection of delinquent property taxes. The maturity of the subsequent installments will not accelerate following a default in payment. The County and its private legal counsel will control the filing and conduct of foreclosure suits, with advice from the City. Attorney's fees, costs, and expenses of collection that are collected after the filing of a suit for foreclosure will be retained by the County in addition to the billing and collection fees provided in Section 10 below. If a suit is filed for a delinquent installment of an Assessment and delinquent taxes on the property and the suit

results in an order for foreclosure of the assessment lien and the tax lien, the City recognizes that the ad valorem tax lien is superior to the assessment lien, according to Sec. 372.018(b)(2) of the PID Act. Furthermore, the lien runs with the land, and that portion of the assessment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien, according to Section 372.018(d).

9. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to benefit a third-party beneficiary. The County and the City will act independently in carrying out their respective obligations under this Agreement, and neither the County nor the City assumes any responsibility to a third party in connection with this Agreement.

10. **Billing and Collection Fees.** As fees for the billing and collection services provided under this Agreement, the following provisions apply:

10.1 The City agrees to pay the County an annual fee for each parcel or tract of land in the District that is billed for the installment of an Assessment in an amount to be set annually by the Tax Assessor-Collector. The parcel fee for the billing and collection of the installments shall not exceed the parcel fee set for the year by the tax Assessor-Collector for the billing and collection by the Tax Assessor-Collector of property taxes for the City. The City agrees that the Tax Assessor Collector may deduct the amount of the parcel fee from the amount of the first installments collected prior to the remittance of the collections to the City. The parcel fee will be retained by the Tax Assessor-Collector to defray the costs of billing and collection.

10.2 Should the County subsequently expect to incur any actual additional costs related to discharging its duties under this Agreement such as costs required to modify software or comply with new legal requirements associated with collecting the Assessments, the County shall provide written notice to the City of the proposed additional costs (which notice must include documentation of the proposed actual additional costs). The City shall be allowed ninety (90) days to review the proposed additional actual costs and either agree to pay the County or give notice to terminate this Agreement.

11. **Entire Agreement.** This Agreement sets out the entire agreement between the County and the City with respect to the billing and collection of the Assessments and supersedes all

previous negotiations, representations, and agreements, whether written or oral. This Agreement may be amended only by a written instrument executed by the representatives of the County and the City authorized by their respective governing bodies.

12. **Notices.** Any notice that a party is required or permitted to give under this Agreement will be in writing and mailed by first class mail to the address of the other party shown below or to such other address of which the other party may notify the party in writing.

The County: Williamson County Tax Office
Attn: Williamson County Tax Assessor-Collector
904 S. Main Street
Georgetown, Texas 78626

The City: City ~~Manager~~ Administrator
City of Liberty Hill, Texas
926 Loop 332
Liberty Hill, TX 78642

With a required copy to:
City Attorney
City of Liberty Hill, Texas
926 Loop 332
Liberty Hill, TX 78642

13. **Limited Liability.** The County will not be liable to the City for any failure to collect the installments of the Assessments. And the Tax Assessor-Collector will not be liable to the City for any failure to collect the installments of the Assessments unless such failure is the result of the Tax Assessor-Collector's failure to perform the duties imposed on him or her by law or this Agreement. The Tax Assessor-Collector will not be liable to the City for any failure to collect the installments if the Tax Assessor-Collector's failure to perform the duties imposed by law or this Agreement was due to circumstances beyond the Tax Assessor-Collector's control. In executing this Agreement, neither the County nor the City intends to waive or will be deemed to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

14. **Applicable Law.** This Agreement will be governed, interpreted, and enforced according

to the laws of the State of Texas. The terms of the Agreement are severable. If any term or provision is held to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect.

15. **Persons Bound.** This Agreement is binding on the parties and their respective successors and assigns.

16. **Venue.** All obligations under this Agreement are performable in Williamson County, Texas. The venue for any suit over a dispute based on or arising out of this Agreement will be in Williamson County, Texas

17. **Party Representatives.** The County designates the Tax Assessor-Collector to represent the County, and the City designates the City of Liberty Hill Finance Director to represent the City for all purposes related to this Agreement.

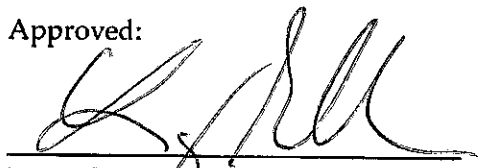
18. **Authorization.** The undersigned representatives of the County and the City warrant that they are duly authorized by the governing bodies of their respective political subdivisions to execute this Agreement on behalf of the parties.

[The remainder of this page is intentionally left blank.
Signature pages and acknowledgements follow on separate pages.]

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell
County Judge, Williamson County

Approved:



Larry Gaddes
Tax Assessor-Collector, Williamson County

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 20___, by ___ _____, County Judge of the County of Williamson, Texas, on behalf of Williamson County, Texas.

(SEAL)

_____
Notary Public, State of Texas

CITY OF LIBERTY HILL, TEXAS

By: Liz Branigan
Liz Branigan
Mayor

Approved:

Sidney Smith
Sidney Smith
City Finance Director
City of Liberty Hill

Approved as to form:

Elaine Simpson
Elaine Simpson
City Secretary
City of Liberty Hill

7/18/22

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on July 18, 2022, by Liz Branigan, Mayor of the City of Liberty Hill, Texas, a ~~home rule city~~ General Law Type 'A' City, on behalf of the City of Liberty Hill, Texas.

(SEAL)

Notary Public, State of Texas

REBECCA SUE HUBENAK-HARKNESS
Notary Public - State of Texas
ID # 10289564
Comm. Exp. 07/21/2025

Commissioners Court - Regular Session **43.**

Meeting Date: 08/30/2022

Texas State Library contract renewal for County Clerk

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

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on renewal of contract with the Texas State Library and the County Clerk.

Background

Renewal of contract for storage and microfilm services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TSL Contract renewal

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/23/2022 03:46 PM
County Judge Exec Asst.	Becky Pruitt	08/24/2022 08:22 AM
Form Started By: Nancy Rister		Started On: 08/23/2022 02:40 PM
Final Approval Date: 08/24/2022		

Contract for Storage & Imaging Services for Fiscal Year 2023

Texas State Library and Archives Commission
State and Local Records Management

THE STATE OF TEXAS – COUNTY OF TRAVIS

SLRM Contract Number: 6-23-1246
WilCo Contract Number: Not Yet Provided

This Contract is entered into by and between the Texas State Library and Archives Commission, the Performing Agency, and Williamson County Clerk, the Receiving Agency, pursuant to the authority granted in, and in compliance with, the provisions of the Interagency Cooperation Act, Texas Government Code, Title 7, Chapter 771.

I. ADMINISTRATIVE CONTACT INFORMATION FOR CONTRACTING PARTIES

Receiving Agency

Name:	Williamson County Clerk
Agency Code:	1246.01
Contact Person:	Nancy Rister
Contact Phone:	(512) 943-1549
Contact Email:	nrister@wilco.org

Performing Agency

Name:	Texas State Library and Archives Commission
Agency Code:	306
TINS No:	33063063060013
Contact Person:	Zach Bruton
Phone:	(512) 475-5151
Email:	zbruton@tsl.texas.gov

II. STATEMENT OF SERVICES TO BE PERFORMED

The Performing Agency will perform records storage and imaging related services in levels not to exceed the total billable amounts in Section IV of this Contract. Billable fees for records storage and imaging related services will be assessed monthly based on actual services performed. Fees for services under this Contract are outlined in the attached Fee Schedules.

Information regarding the eligibility for storage and imaging, record preparation, transferring and transporting records, requesting or returning stored records, and the final disposition of stored records is available on the Performing Agency's website in the "Records Management" Section.

The Performing Agency certifies that it has authority to provide and invoice for these services as granted in Texas Government Code, Chapter 441, § 441.006, § 441.017, and § 441.182.

III. FEE SCHEDULE CALCULATION

All fees charged under this Contract are formulated on a cost recovery model and are reviewed and approved by the Texas State Library and Archives Commission. Reimbursable costs under this Contract will be calculated for Records Center Services in accordance with Texas Government Code as cited in Section II and as listed in attached Fee Schedules, effective September 1, 2022.

IV. CONTRACT AMOUNT

The maximum amount of this Contract is $105,400.00 and can only be increased or decreased by an executed addendum to this Contract. Of the total amount of this Contract, $5,400.00 of this amount is designated for storage services and $100,000.00 is designated for imaging services.

The total amount of this Contract is an estimate based on prior services provided by the Performing Agency for services requested by the Receiving Agency. It is the responsibility of both the Performing and Receiving Agencies to amend this Contract as the scope of services changes during the Contract term.

V. INVOICING FOR SERVICES

The Performing Agency will submit invoices to the Receiving Agency on a monthly basis and will provide support documentation for any change in the storage, circulation, and/or imaging charges incurred during the invoicing period. This documentation will be provided at no additional charge. Any additional reports requested by the Receiving Agency will be charged as "Other Services" and will be discussed and agreed upon by both parties prior to the start of the work.

Invoices will be submitted to the Receiving Agency as PDF files via email to the contact listed below. The Receiving Agency is responsible for informing the Performing Agency at ar@tsl.texas.gov if the billing email address changes or some other method of submission is necessary for the invoices.

The Receiving Agency's email address for receiving invoices is: nrister@wilco.org.

Questions concerning billing and accounting transactions related to this Contract should be directed to the attention of:

Texas State Library and Archives Commission
State and Local Records Management
Attention: Accounting
Box 12516
Austin, TX 78711-2516
Email: ar@tsl.texas.gov

VI. PAYMENT FOR SERVICES

Payment for services performed under this Contract will be processed monthly in accordance with the Interagency Cooperation Act, Texas Government Code, Chapter 771, § 771.008.

If the Receiving Agency is paying other than via an Interagency Transaction Voucher processed through the Texas Comptroller's Uniform Statewide Accounting System (USAS), the Receiving Agency will remit payment to the following address:

Texas State Library and Archives Commission
Accounts Receivable
Box 12516
Austin, TX 78711-2516

VII. CANCELLATION OF CONTRACT

This Contract may be canceled by either party provided the following conditions are met. To terminate this Contract, either party must submit a written notice of intent to terminate the Contract to the other party at the email address listed in Section I of this Contract at least 30 days prior to the intended termination date. The termination notice must reference the State and Local Records Management (SLRM) Contract Number and must be dated and signed by the agency head or the authorized records management officer. The date of actual Contract termination must be mutually agreed to in writing by both parties to allow for the appropriate and efficient disposition of all records in storage or micro-conversion in process at the time of cancellation notice. Payment for storage services performed will be the responsibility of the Receiving Agency until all records are removed from storage, and payment for imaging services will be due for all imaging services performed prior to the agreed termination date. All fees will be calculated as outlined in the attached fee schedules.

VIII. TERM OF CONTRACT

This Contract begins September 1, 2022 and terminates on August 31, 2023.

The undersigned parties bind themselves to the faithful performance of this Contract and hereby certify that (1) the services specified are necessary and essential and are properly within the statutory functions and programs of the affected agencies of state government; (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies; (3) the services, supplies or materials contracted for are not required to be supplied under contract to the lowest responsible bidder, and (4) the contract neither requires, nor permits, either party to exceed its duties and responsibilities or the limitations of its appropriated funds. It is mutually understood that this Contract will not become effective until signed by both parties below.

RECEIVING AGENCY
Williamson County Clerk

By: _____
Bill Gravell
County Judge

Date: _____

PERFORMING AGENCY
Texas State Library and Archives Commission

By: _____
Donna Osborne
Chief Operations and Fiscal Officer

Date: _____

By: _____
Sarah Swanson
General Counsel

Date: _____

By: _____
Craig Kelso
Division Director – SLRM

Date: _____

GENERAL INSTRUCTIONS

An electronic copy of this entire document, including any attachments, addenda, and/or exhibits must be submitted to the Receiving Agency for approval. The Receiving Agency must sign and return an electronic copy to: ar@tsl.texas.gov

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division RECORDS STORAGE SERVICES
FEE SCHEDULE (FY 2023)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Centers on Shoal Creek Boulevard and Promontory Point in Austin, Texas.

RECORDS STORAGE SERVICES (NIGP CODE)	Unit	Fee
1. Records Center Stack Storage (962-95-01)	Cubic Ft (CF)*	$ 0.21
2. Oversize Documents (962-95-02)	Call for quote	
3. Map Storage (962-95-03)	Call for quote	
4. Microfilm storage – 16 mm roll (962-95-04)	Each	$ 0.07
5. Microfilm storage – 35 mm roll (962-95-05)	Each	$ 0.14
6. Microfiche storage (962-95-06)	Per sheet	$ 0.0015
7. Microfilm storage – Quarantine 16 mm roll (962-95-07)	Each	$0.21
8. Microfilm storage – Quarantine 35 mm roll (962-95-08)	Each	$0.42
9. Microfilm storage – Quarantine Microfiche (962-95-09)	Each	$0.0045
10. Disaster Recovery – storage (990-28-01)	CF	$ 3.50
11. Disaster Recovery – circulation (990-28-02)	CF	$ 5.00

Monthly Fees are assessed on the total volume of cubic feet of hard copy or microforms stored at any point during a month.

NOTE: $0.21 per cubic foot equals $0.252 per standard record storage box.

ACTIVITIES SERVICES	Unit	Fee
12. Accessions (958-82-01)	Each	$ 1.10
13. Disposal and destruction (958-82-02)	Each	$ 2.95
14. Permanent Withdrawal (958-82-03)	Each	$ 2.95
15. Circulation (958-82-04)	Each	$ 1.95
16. Rush Circulation (958-82-05)	Each	$ 3.90
17. Regular Deliveries/Pickups (in City of Austin) (958-82-06)	Each	$12.00
18. Rush Deliveries/Pickups (in City of Austin) (958-82-07)	Each	$24.00
19. Special Deliveries /Pickups surcharge (in City of Austin) (958-82-07)	Each*	$ 0.75
20. Delivery mileage charge (outside City of Austin) (958-82-09)	Per mile	$ 1.50
21. Scan on demand (digital scan/transmission of documents/microfilm/microfiche) (958-82-10) ***Note: circulation and research fees also applied for pull and refile (Items 15, 16, and 26)***	Per page/Per frame	$ 0.20
22. Scan on demand oversize documents (digital scan/transmission of documents) (958-82-11) ***Note: circulation and research fees also applied for pull and refile (Items 15, 16, and 26)***	Per page	$1.00

**Applied only when additional staff time is needed to remove from a location or place in location 30 or more items while at an agency.*

OTHER SERVICES	Unit	Fee
23. Data entry – per line (958-82-12)	Per line	$ 0.75
24. Relabel – box or file (958-82-17)	Each	$2.00
25. Document Preparation (if required for scan on demand) (958-82-13)	Per hour*	$40.00
26. Research – box, file, microform assistance (958-82-14)	Per hour*	$40.00
27. Special reports – research and generation (958-82-15)	Per hour*	$40.00
28. Minimum monthly charge (958-82-16)	Each	$15.00

**Charged in 15-minute increments.*

Records Storage Service Descriptions

1. Records Center Stack Storage: The monthly fee is $0.21 per cubic foot. The industry standard is to assess a standard record storage box with the lid at 1.2 cubic feet each; this is equal to $0.252 per month. Storage of containers other than the standard container includes either 36 or 48" roll plan (RP36, RP48).

2. Oversize Documents: If documents are too large or too fragile to be housed in roll plan boxes, please contact the Records Center Manager to discuss alternatives. Charges will be based on the amount of space taken up on shelves. Arrangements for other types of storage and pricing will be taken on a case-by-case basis.

3. Map Storage: Oversized maps that can be stored on shelves, map cabinets, or oversized flat boxes will be accepted on a case-by –case basis as room is available. Pricing will vary based on the amount of floor space or shelf space taken up by the maps. Please contact the State Records Center Manager for additional information.

4-6. Microform Storage: Reels and Microfiche are stored in one of the microfilm vaults at the State Records Center. The rate of $0.07 is for a 16mm reel, that fee is doubled for 35mm. The cost of storing each sheet of microfiche is $0.0015.

7. Microfilm Storage – Quarantine 16 mm roll: Film that is identified as having oxidation, vinegar syndrome, or other degradation issues will be removed from storage. Film will be segregated into a vault designated for quarantined film. The owner of the film will have the option of duplicating the film or leaving the film in quarantine vault. 16 mm microfilm stored in this area will be charged a rate of $0.21 per roll, per month.

8. Microfilm Storage – Quarantine 35 mm roll: Film that is identified as having oxidation, vinegar syndrome, or other degradation issues will be removed from storage. Film will be segregated into a vault designated for quarantined film. The owner of the film will have the option of duplicating the film or leaving the film in quarantine vault. 35 mm microfilm stored in this area will be charged a rate of $0.42 per roll, per month.

9. Microfilm Storage – Quarantine Microfiche: Film that is identified as having oxidation, vinegar syndrome, or other degradation issues will be removed from storage. Film will be segregated into a vault designated for quarantined film. The owner of the film will have the option of duplicating the film or leaving the film in quarantine vault. Microfiche stored in this area will be charged a rate of $0.0045 per sheet, per month.

10. Disaster Recovery Vault Storage: The fee is assessed for the total volume of cubic feet stored in the disaster recovery vault that is not processed into and/or out of disaster recovery vault storage during each month, but remains in storage for the entire month.

11. Disaster Recovery Vault Circulation Services: The fee is assessed for the total volume of cubic feet processed into and/or out of the disaster recovery vault storage during each month and includes such processing for records that are stored for less than one month.

12. Accession Services: The fee is assessed for accessioning items for storage including these activities: receive request to store; create new items in tracking software; assign locations; generate and print labels; affix labels; and add to shelves.
The charge is per item (box, reel, etc.).

13. Disposal and Destruction Services: The fee is assessed for removing items from storage including these activities: verify request against retention schedule; staff pull from shelves; staff verify boxes pulled; palletize; shrink wrap; staff present at vendor pick up for secure destruction; and staff mark items as destroyed in tracking software. The charge is per item (box, reel, etc.).

14. Permanent Withdrawal Services: The fee is assessed for permanent withdrawal of items from storage including these activities: pull from shelf; send to customer; and mark items as permanently returned to customer in tracking software. Includes items transferred from agency to agency or to transfer ownership to the State Archives. The charge is per item (box, reel, etc.).

15.1 Circulation Services: The fee is assessed for circulating items to/from storage including these activities: process request from customer to borrow or return borrowed items - stored box, file folder from box, or microfilm/microfiche; generate paper request; pull from/return to shelf; send to customer; and mark item in/out in tracking software. The charge is per item (box, file, reel, etc.) each time the item is handled.

15.2 Microfiche Circulation: Microfiche circulation will be calculated either by batch pull (pulling one set = 1 pull fee) or by individual fiche within a set if the request is for anything other than a full batch (e.g. 5 single fiche pulled from on large set or several different sets = 5 pull fees).

16. Rush Circulation Services: The fee is assessed for circulating items from storage that are requested to be retrieved prior to the next standard delivery/pick up cycle. These activities include: process request from customer to borrow items - stored box, file folder from box, or microfilm/microfiche; generate paper request; pull from a shelf; stage at records center for pick up by customer or send to customer; and mark item out in tracking software. The charge is per item (box, file, reel, etc.) each time the item is handled. In addition to the Rush circulation charge, if the item(s) is to be delivered to the customer the Rush Delivery charge will be applied as well (Item 18).

17. Regular Deliveries/pickups (in City of Austin): Records requested will typically be delivered within one business day or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).

18. Rush Deliveries/Pickups (in City of Austin): Applies to RUSH requests that were retrieved and delivered prior to the next standard delivery/pick up cycle. In addition, a Rush Circulation Service fee is also applied for Rush requests (Item 16).

19. Special Deliveries/Pickups surcharge (in City of Austin): This fee is added to each item over 30 items that requires additional time of State Records Center staff at the pickup/delivery site because items are not staged properly in a dock or prior agreed upon staging area. Some examples of when the surcharge would be applied are: when SRC staff are required to remove boxes from shelves; boxes or files are scattered across a facility requiring staff to wait to have items brought to them or go to multiple locations to pick up; boxes are stacked out of order; when returning boxes staff are requested to place boxes on a shelving unit or to stack boxes in anyway other than how they are on the carts.

20. Delivery Mileage Charge (outside City of Austin): Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.

21. Scan on Demand: Applies to a per page or per frame of microforms for the State Records Center to scan a document and digitally transmit that document to the customer. NOTE: Circulation and research charges also apply to the scan on demand service. (Items 15, 16 and 26).

22. Scan on Demand oversize documents: Applies to a per page fee for the State Records Center to scan a document and digitally transmit that document to the customer. Circulation and research charges also apply to the scan on demand service. (Items 15, 16 and 26).

23. Data Entry: The State Records Center has implemented a new automated inventory system that allows customers access to the system from their office. As a service to our customers the SRC will continue to data enter accession information or accept email and phone requests for circulation of items and then enter those requests into the system for a charge of $0.50 per line. If customers choose to do their own data entry, the charge will be waived. Creation of labels will not incur a charge.

24. Relabel: When boxes or files at the state records center are mislabeled and the owning agency requests new labels for their boxes or files. Examples of mislabeling might include misspelling names, mismatched alpha numeric codes, or removing PII from labels. This fee will not be assessed for damaged barcodes that are reprinted using the same information that was on the damaged barcode or for boxes transferred from one agency to another agency.

25. Document Preparation (if required for scan on demand): Document preparation involves repairing and arranging documents in the proper order, removing fasteners, stamping/coding, etc. Charges calculated in 15-minute increments with a minimum charge of $10.00.

26. Research – box, file, microform assistance: hourly charge of $40.00 per hour to research box contents on customer's behalf; to search multiple boxes for particular files; to find individual images on reels of microfilm or sheets of microfiche to fulfill a scan on demand request. Charges calculated in 15-minute increments with a minimum charge of $10.00.

27. Special reports – research and generation: hourly charge of $40.00 per hour to research and create custom reports for customers. Standard reports can be generated by customers through the records tracking system for free. Charges calculated in 15-minute increments with a minimum charge of $10.00.

28. Monthly Minimum Storage Fee: A minimum monthly storage fee of $15.00 will be charged at the end of each month for any customer that has a total storage cost of less than that amount.

Other Services: Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services could include hourly charges to re-box materials if received in poor condition (including per box charge for new boxes); and storage of oversized and/or odd shaped records that will not fit in a standard records center box. Please call for quote.

Definitions

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Government Code, § 441.031-441.039 and § 441.051-441.062 for state agencies and state universities. For local governments, terms not defined in these sections have the meaning defined in the Local Government Code Chapters 201-205.

Agency: A state executive, judicial, or legislative department, institution, board, or commission, including an eleemosynary institution.

Cubic Foot (CF): The industry standard is to assess a standard record storage box with the lid at 1.2 cubic feet.

Customer: Includes state agencies and units of local government.

Disaster recovery services: The temporary off-site storage and regular rotation of a security backup copy of records for the purpose of recovering information in the event of a disaster.

Local Government: A county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION

State & Local Records Management Division

IMAGING MICROFILM SERVICES

FEE SCHEDULE (FY 2023)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center on Shoal Creek Boulevard in Austin, Texas.

MICROFILMING IMAGING AND DUPLICATING SERVICES (NIGP CODE)	Unit	Fee
1. Frames Filmed (Rotary Camera/16 mm) (915-68-01)	Per Frame	$ 0.07
2. Frames Filmed (Digital Archive/16 mm) (915-68-01)	Per Frame	$ 0.07
3. Frames Filmed (Digital Archive/35mm) (915-68-02)	Per Frame	$0.17
4. Original Reels Processed (5 Mil) (915-68-03)	Each	$20.00
5. Original Reels Processed (2.5 Mil) (915-68-04)	Each	$26.00
6. Original Reels Processed (35 mm) (915-68-05)	Each	$20.00
7. Reels Duplicated Silver (2.5 Mil – 16 mm) (915-68-06)	Each	$38.50
8. Reels Duplicated Silver (35 mm Direct) (915-68-07)	Each	$44.50
9. Reels Duplicated Silver (35 mm Print) (915-68-08)	Each	$44.50
10. Reels Duplicated Silver (5 Mil) (915-68-09)	Each	$32.50
11. Reels Duplicated Diazo (2.5 Mil – 16 mm) (915-68-10)	Each	$29.00
12. Reels Duplicated Diazo (5 Mil – 35 mm) (915-68-11)	Each	$34.50
13. Reels Duplicated Diazo (5 Mil – 16 mm) (915-68-12)	Each	$29.00
14. Jackets Loaded (915-68-13)	Each	$2.50
15. Jackets Duplicated Diazo (915-68-14)	Each	$2.00
16. Magazine Loaded (915-68-15)	Each	$3.00

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING MICROFILM SERVICES
FEE SCHEDULE (FY 2023)

MICROFILMING IMAGING AND DUPLICATING SERVICES (NIGP CODE)	Unit	Fee
17. Document Preparation	Per Hour*	$40.00
18. Postage and Handling (915-58-01)	Each	actual cost
19. Regular Deliveries/Pickups (in City of Austin) (958-85-06)	Each	$12.00
20. Expedited Deliveries/Pickups (in City of Austin) (958-82-07)	Each	$24.00
21. Delivery mileage charge (outside City of Austin) (958-82-09)	Per Mile	$ 1.50
22. Minimum order for filming services (915-68-16)	Each	$150.00
23. Scan on demand (digital scan/transmission of documents/microfilm/microfiche) (958-82-10) ***Note: circulation and research fees also applied for pull and refile (See Items 15, 16, and 26 on Records Storage Services Fee Schedule)***	Per page/per frame	$0.20

**Charged in 15-minute increments.*

OTHER SERVICES	**Unit**	**Fee**
24. Data entry – per line (958-82-12)	Per line	$ 0.75
25. Relabel – box or file (958-82-17)	Each	$2.00
26. Research – box, file, microform assistance (958-82-14)	Per hour*	$40.00
27. Special reports – research and generation (958-82-15)	Per hour*	$40.00

**Charged in 15-minute increments.*

Imaging Microfilm Service Descriptions

1. Source Document Microfilming: Imaging Services films documents on rotary cameras using 16mm film. The charges include film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels and transmittal Information that provide the records series title, roll number, and beginning and ending contents of each roll.

2-3. Digital Archiving Services: Digital archiving converts digital images to archival microfilm for permanent storage and vital/essential record protection in the case of disaster (including technology obsolescence). Input file formats can vary, and the agency should contact Imaging Services prior to beginning project to discuss options. Files can be sent to the Texas State Library using CD-ROMs, a portable hard drive, or through a secure SFTP site. Output format is archival 16mm or 35 mm silver halide microfilm. The charges include film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels as well as transmittal information that provide the records series title, roll number, and beginning and ending contents of each roll.

4-6. Original Reels Processed: For reels of film produced by agencies and sent to Imaging Services for processing. The charges include film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels.

7-13. Reels Duplicated: A secondary silver film or diazo copy for agency use or distribution. The charges include quality control editing according to client requirements.

14. Jackets Loaded: Jacket services include cutting film, loading film into jacket sleeves or channels, adding to the jacket and manually labeling each jacket.

15. Jackets Duplicated: Microfiche diazo copy of jacket.

16. Magazine Loaded: Charges for services to load a roll of microfilm into a magazine/cartridge and add a leader or remove a roll from a magazine/cartridge. The magazine/cartridge of the customer's choice will be provided at cost to the customer as well. The $3 is for loading/unloading and adding a leader only.

17. Document Preparation: Document preparation involves repairing and arranging documents in the proper order, purging documents not requiring filming, removing fasteners, stamping/coding, inserting targets, etc. *Charges calculated in 15-minute increments with a minimum charge of $10.00.

18. Postage and Handling: Actual charges will be added for postage and handling to return Source documents and reels to the customer. Customer can request special services such as Delivery Confirmation.

19. Regular Deliveries/Pickups (in City of Austin): Records requested will be delivered typically within one business day or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).

20. Expedited Deliveries/Pickups (in City of Austin): Applies to same-day RUSH requests.

21. Delivery Mileage Charge (outside City of Austin): Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.

22. Minimum Order of Filming Services: $150.00 will be charged at the end of each month for any customer that has a total film service cost of less than that amount.

23. Scan on Demand: Applies to a per page or per frame of microforms for the State Records Center to scan a document and digitally transmit that document to the customer. NOTE: Circulation and research charges also apply to the scan on demand service. (See Records Storage Services fee schedule items 15, 16, and 26).

23. Data Entry: The State Records Center has implemented a new automated inventory system that allows customers access to the system from their office. As a service to our customers the SRC will continue to data enter accession information or accept email and phone requests for circulation of items and then enter those requests into the system for a charge of $0.50 per line. If customers choose to do their own data entry, the charge will be waived. Creation of labels will not incur a charge.

24. Relabel: When boxes or files at the state records center are mislabeled and the owning agency requests new labels for their boxes or files. Examples of mislabeling might include misspelling names, mismatched alpha numeric codes, or removing PII from labels. This fee will not be assessed for damaged barcodes that are reprinted using the same information that was on the damaged barcode or for boxes transferred from one agency to another agency.

25. Document Preparation (if required for scan on demand): Document preparation involves repairing and arranging documents in the proper order, removing fasteners, stamping/coding, etc. Charges calculated in 15-minute increments with a minimum charge of $10.00.

26. Research – box, file, microform assistance: hourly charge of $40.00 per hour to research box contents on customer's behalf; to search multiple boxes for particular files; to find individual images on reels of microfilm or sheets of microfiche to fulfill a scan on demand request. Charges calculated in 15-minute increments with a minimum charge of $10.00.

27. Special reports – research and generation: hourly charge of $40.00 per hour to research and create custom reports for customers. Standard reports can be generated by customers through the records tracking system for free. Charges calculated in 15-minute increments with a minimum charge of $10.00.

Other Services: Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services could include hourly charges to research microform contents on customer's behalf; to search multiple reels for particular images; to re-box customer's materials if received in poor condition, or not in acid free containers (including per box charge for new boxes); and hourly rates charged for custom reports (standard reports will be available at no charge). Please call for quote.

Definitions

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Government Code, § 441.031-441.039 and § 441.051-441.062 for state agencies and state universities. For local governments, terms not defined in these sections have the meaning defined in the Local Government Code Chapters 201-205.

Agency: A state executive, judicial, or legislative department, institution, board, or commission, including an eleemosynary institution.

Customer: Includes state agencies and units of local government.

Local Government: A county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.

Microfilm: Roll microfilm, microfiche, computer output microfilm (COM), and all other formats produced by and method of microphotography or other means of miniaturization on film.

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING DIGITAL SERVICES
FEE SCHEDULE (FY 2023)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center on Shoal Creek Boulevard in Austin, Texas.

Standard Rotary Equipment Image Capture	**Imaging up to 8.5 x 14**		
1. B & W 200 DPI (920-30-01)	Per Image	$	0.030
2. B & W 300 DPI (920-30-02)	Per Image	$	0.032
3. B & W 400 DPI (920-30-03)	Per Image	$	0.035
4. B & W 600 DPI (920-30-04)	Per Image	$	0.040
5. Color 300 DPI (920-30-05)	Per Image	$	0.040
6. Color 400 DPI (920-30-06)	Per Image	$	0.045
7. Color 600 DPI (920-30-07)	Per Image	$	0.050
Large Format and Flatbed Image Capture	**Imaging up to 42 inches wide**		
8. 200 DPI (920-30-08)	Per Image	$	0.900
9. 300-600 DPI (920-30-09)	Per Image	$	1.000
Transparency Media Capture	Not Available		
Image Processing	**OCR/Searchable PDF**		
10. 200 DPI (920-30-10)	Per Image	$	0.030
11. 300 DPI (920-30-11)	Per Image	$	0.030
12. 400 DPI (920-30-12)	Per Image	$	0.030
13. 600 DPI (920-30-13)	Per Image	$	0.040
Microform Conversion			
14. Microfilm to Digital (920-30-14)	Per Image	$	0.100
15. Microfiche to Digital (920-30-15)	Per Image	$	0.120
Index Field - Type 1	**Automated Process**		
16. 15 Characters (958-82-18)	Per Field	$	0.030
17. 16-30 Characters (958-82-19)	Per Field	$	0.030
18. 31-45 Characters (958-82-20)	Per Field	$	0.030
19. 46-225 Characters (958-82-21)	Per Field	$	0.030
Index Field 2 - Type 2	**Manual capture within doc**		
20. 15 Characters (958-82-22)	Per Field	$	0.045
21. 16-30 Characters (958-82-23)	Per Field	$	0.055
22. 31-45 Characters (958-82-24)	Per Field	$	0.075
23. 46-100 Characters (958-82-25)	Per Field	$	0.110
24. 101-255 Characters (958-82-26)	Per Field	$	0.160
Special Document Handling			
25. Storage in Climate-Controlled Center While Imaging (962-95-10)	Per Day	No Charge	
Capture From Special Formats			
26. Photographic Prints (920-30-16)	Per Image	Contact Imaging	
27. Photographic Negatives (920-30-17)	Not Available		
28. Newspaper (920-30-18)	Per Image	Contact Imaging	
29. X-Rays (920-30-19)	Not Available		

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING DIGITAL SERVICES
FEE SCHEDULE (FY 2023)

30. Manuscripts (920-30-20)		Per Image	Contact Imaging
31. Drawings (920-30-21)		Per Image	Contact Imaging
32. Bound Books (920-30-22)		Per Image	Contact Imaging
Enhancing Images			
33. Simple Enhancements (920-30-23)		Per Image	$ 0.020
34. Major Enhancements (920-30-24)		Per Image	$ 0.040
Delivery Media By Storage Type			
35. USB/Portable Hard Drive (Kept by customer) (920-34-01)		Per Drive	At Cost
36. USB/Portable Hard Drive (Returned at end of project) (920-34-01)		Per Drive	No Charge
37. Media By Data Exchange (920-34-01)		Per Gigabyte	No Charge
38. Imaging Repository Hosting/Repository Maintenance (920-34-01)		Not Available	
Personnel			
39. Document Preparation (958-82-13)		Per Hour	$ 40.000
40. Re-Preparation Services (958-52-18)		Per Hour	$ 40.000
41. Project Manager/Project Planning (958-82-19)			No Charge
Transportation			
42. Pickup/Delivery (958-82-06)	Inside Austin City Limits	Per Trip	$ 12.000
43. Pickup/Delivery (958-82-09)	Outside Austin City Limits	Per Mile	$ 1.500
44. Postage and Handling (915-58-01)		Per Shipment	At Cost
Destruction			
45. Paper (958-82-02)		Per Box	$ 2.950
46. Microforms (958-82-02)		Per Reel/Set of Fiche	$ 2.950
Other Services			
47. Special Projects (920-30-25)		Per Project	Contact Imaging
48. Minimum Order (920-30-26)		Per Project	$ 150.00
49. Scan on demand (digital scan/transmission of documents/microfilm/microfiche) (958-82-10) *Note: circulation and research fees also applied for pull and refile (See Records Storage Services Fee Schedule Items 15, 16 and 26).*		Per Page/Per Frame	$ 0.200
50. Scanned Images Returned with Microfilm (920-30-25) *Note: Discount only applied to Items 1-7 above, all other digitization fees are at standard rate. (See Imaging Microfilm Services Schedule Items 2 and 3 for cost of DAW film per frame).*		Per Image	$ 0.020 discount
Location of Scanning - At State Records Center only			
Storage /Circulation of Source Material after Imaging		See Storage Fee Schedule	

Imaging Digital Service Descriptions

1-7. Standard Rotary Equipment Imaging Capture: These are rates related to rotary scanned images at various grades of DPI. If the documents can be fed through a rotary scanner, these rates apply.

8-9. Large Format and Flatbed Image Capture: This rate applies for documents that cannot be fed through a rotary scanner. Examples may include oversized (greater than 8.5x14) maps or building plans and fragile or damaged documents that may not pass through the rotary scanner without incurring damage.

10-13. Image Processing (OCR/Searchable PDF): This rate applies when the produced images must be made searchable, through Optical Character Recognition (OCR). This technology is not exact and should not be relied on for full searching of the text.

14. Microfilm Conversion: For the conversion of microfilm from 16mm or 35mm reel film to a digital format.

15. Microfiche Conversion: For the conversion of Microfiche (sheet film) to a digital format.

16-19. Automated Index Fields: Indexes (titles) autogenerated (no data entry required).

20. Manual Index Field, up to 15 Characters: No more than 15 characters per field, data entered by TSLAC's Imaging staff.

21. Manual Index Field, 16-30 Characters: Between 16 and 30 characters per field, data entered by TSLAC's Imaging staff.

22. Manual Index Field, 31-45 Characters: Between 31 and 45 characters per field, data entered by TSLAC's Imaging staff.

23. Manual Index Field, 46-100 Characters: Between 46 and 100 characters per field, data entered by TSLAC's Imaging staff.

24. Manual Index Field, 101-255 Characters: From 101 and the maximum allowable character count of 255 per field, data entered by TSLAC's Imaging staff.

25. Storage in Climate-Controlled Center While Imaging: For projects originally created as imaging production projects and not for storage in the State Records Center. While media is with TSLAC waiting to be imaged, there is no charge for the storage of the material. Delivery/Pickup charges still apply, see items 42-44.

26-32. Capture from Special Formats: For physical media that is not on standard paper stock or paper that is larger than 42 inches wide, please contact the TSLAC Imaging Unit to discuss your needs to determine if TSLAC can assist you. Items listed in the section are examples of the most common requests and is not intended to represent the only types of media TSLAC will consider.

33. Image Enhancement, Simple Enhancements: This rate includes alterations made to an image by an imaging operator to adjust: Bit Depth, Resolution, Tonal Dynamic Range, Contrast and Color Space. It is also applied for re-centering, skewing, adjusting borders and any image or document editing done after the image is created. Simple Enhancements are when three or less of the various techniques are required and can be done in a single pass of the document to create the final image.

34. Image Enhancement, Major Enhancement: This rate includes alterations made to an image by an imaging operator to adjust: Bit Depth, Resolution, Tonal Dynamic Range, Contrast and Color Space. It is also applied for re-centering, skewing, adjusting borders and any image or document editing done after the image is created. Major Enhancements are when three or more techniques are applied or multiple passes of three or less techniques are required to create the final image.

35. USB/Hard Drive: The imaging supervisor will bill the customer for the USB/Hard Drive purchased by TSLAC, assuming the drive(s) is not going to be returned to the State Records Center.

36. USB/Hard Drive: Media is exchanged via a removable drive(s), but the drive(s) is returned to the SRC.

37. Media By Data Exchange – The State Records Center has an application for secure, electronic transmission of large files to or from agency customers. The application does not require customers purchase software to access their material. Or if the customer prefers to use their own secure FTP site that can be arranged. Data exchange method should be established during setup of the project.

38. Imaging Repository Hosting/Repository Maintenance: All images will be returned to the agency prior to being deleted from TSLAC's servers.

39. Document Preparation: Document preparation involves repairing and arranging documents in the proper order, purging documents not requiring filming, removing fasteners, stamping/coding, inserting targets, etc. Charges calculated in 15-minute increments with a minimum charge of $10.00

40. Re-preparation Services: Returning documents to their original state – i.e. re-stapling, clipping and/or binding, re-foldering – of the documents to return them to their pre-imaged condition.

41. Project Manager/Project Planning – No additional charges are accessed for reviewing details of imaging project with the customer, working with the customer to develop and finalize their Statement of Work for the project. Creating price quotes, time estimates and other general project formalization from the contracting phase through the final delivery of images.

42. Regular Deliveries/Pickups (in City of Austin): Records requested will be delivered typically within one business day or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).

43. Delivery Mileage Charge (outside City of Austin): Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.

44. Postage and Handling: Actual charges will be added for postage and handling to return Source documents and reels to the customer. Customer can request special services such as Delivery Confirmation.

45. Paper Disposition – Mark for disposition, verify vs. manifest, add to pallets, wrap and weigh pallets and send to state shred vendor.

46. Microform Disposition - Mark for disposition, verify vs. manifest, add to secure shred bins, wrap and weight bins and send to state shred vendor.

47. Special Projects: Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services might include damaged/delicate record digitization, large scale indexing initiatives, and/or scanning stored records on demand.

48. Minimum Order of Digital Imaging Services: of $150.00 will be charged at the end of each month for any customer that has a total scanning service cost of less than that amount.

49. Scan on Demand: Applies to a per page or per frame of microforms for the State Records Center to scan and digitally transmit that document to the customer. NOTE: Circulation and research charges also apply to the scan on demand service. (See Records Storage Services fee schedule items 15, 16 and 26).

50. Scanned Images Returned with Microfilm: Beginning in FY2022, to improve efficiencies when converting paper to microfilm, Imaging Services will begin digitally scanning paper and creating microfilm using the Digital Archive Writer. After the original and any duplicates of the film are complete and quality checked, the digital images will be destroyed unless the agency has made prior arrangements to also accept the digital images. The digital images will be offered at a discount of $0.02 per frame from the cost of items 1-7. Any other digital fees will be at the normal rate. See the Imaging Microfilm Services fee schedule for current per frame rates for DAW microfilm.

Definitions

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Government Code, § 441.031-441.039 and § 441.051-441.062 for state agencies and state universities. For local governments, terms not defined in these sections have the meaning defined in the Local Government Code Chapters 201-205.

Agency: A state executive, judicial, or legislative department, institution, board, or commission, including an eleemosynary institution.

Customer: Includes state agencies and units of local government.

Local Government: A county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.

Index: An index is a list of data, such as group of files or database entries. It is typically saved in a plain text format that can be quickly scanned by a search algorithm.

Meeting Date: 08/30/2022

Subaward Grant Funds for Juvenile Services

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting subgrant award money from the University of Texas-Austin for Juvenile Services.

Background

In 2021, Williamson County Juvenile Services began partnering with STEP UP Texas as a sub-grantee along with Bluebonnet Trails Community Services under a federal grant that UT Austin received from the Department of Justice (Office of Juvenile Justice Delinquency Prevention).

We are in year 2 of 3 of this grant cycle and have made great progress collectively in training and supporting key critical contact points that can lead to juvenile justice involvement -- specifically we have been training Williamson County schools, community agencies, law enforcement, juvenile justice, and court/legal staff in trauma-informed care and restorative practices.

Additionally, we have formed a local task-force of school, juvenile justice, law enforcement, and community leaders who have begun analyzing 10 years of WCJS data (2010-2020) with the goal of implementing policy changes and community interventions that will reduce referrals to WCJS as well as reduce disproportionate minority contact with WCJS.

We have made great strides but have much more work ahead. Fortunately, UT Austin just received a 2nd set of funding to continue the project beginning in August 2022 through June 2025.

On August 30 WCJS is asking the Commissioners Court to approve the following:
1) approve a new full-time (FTE) WCJS position -- Training and Technical Assistance Professional (TTAP) -- that will be fully grant-funded through a sub-award from the University of Texas at Austin; and
2) requesting that Williamson County continue to approve receiving salary reimbursement funds as a percentage of salary for Asst. Executive Director Matt Smith and Data and Records Manager Michael Decker from the University of Texas at Austin through this 2 nd grant. Under the initial set of grant funding of the current grant (FY 2019 grant), the county will receive salary reimbursement for these two positions in the amount of **$191,932.**

Since January 2021, Williamson County has been receiving 10% salary reimbursement for the position of Asst. Chief Matt Smith for his work on the project. With this 2 nd set of funding, Williamson County will receive the following through July 2025:

1) continued salary reimbursement for Asst. Chief Matt Smith and Data and Records Manager Michael Decker
2) 100% salary including fringe and annual raises (2022 7%, 2023 5%, 2024 5%) for a WCJS Training and Technical Assistance Professional (TTAP) -- we built in robust raises so that the grant would be able to fully cover the salary throughout the duration of the grant. **There will be no cost to the county for this position.**

Regarding the new position, we have a current employee who is interested and is highly qualified as she is a TBRI Practitioner who has trained locally in the juvenile justice system. She is aware that this is a grant-funded position and that it expires in June 2025. UT Austin has been encouraged to apply for a 3rd set of funding for the project so there is potential it will extend beyond 2025.

We will not need to increase any budget line items for this new employee including cell phone, computer, supplies, etc. We do have adequate office space for this employee here at the JJC.

The Training and Technical Assistance Professional (TTAP) will provide training and technical assistance to Williamson County ISDs, WCJS, and the juvenile court and legal system in trauma-informed care and restorative practices.

Attached is the scope of work along with the budget for both the FY 2019 Grant and the FY 2021 Grant. This new position is fully funded by the grant throughout the remaining years and will also result in salary reimbursement returned to the county in the amount of **$405,281.039** over the life of the project (FY 2019 Grant + FY 2021 Grant). **There is no county match and this is not a descending order grant -- it is fully funded through June 2025.**

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY19 Budget & SOW

FY21 Budget & SOW

Step Up Flyer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 08:48 AM
Form Started By: John Pelczar		Started On: 08/24/2022 06:26 PM
Final Approval Date: 08/25/2022		

Scope of Work – FY19 Grant Amendment
Williamson County Juvenile Services (WCJS)

Funding Source: Office of Juvenile Justice and Delinquency Prevention, U.S. Dept. of Justice

Prime PI: Lorna Hermosura, PhD
Prime Award Institution: UT Austin

Subaward PI: Scott Matthew, MBA
Subaward Institution: WCJS

Period of Performance: 1/1/2021-12/31/2023

The University of Texas at Austin is the lead organization for the project, *STEP UP Texas: Improving Juvenile Justice Outcomes with Trauma-Informed and Restorative Practices Training,* a project that has been awarded by the US Department of Justice. Williamson County Juvenile Services is a collaborating organization on this project with Mr. Matthew serving as the PI for the organization. The subcontract amount is **$193,807.00.**

The scope of work for this contract is for WCJS to:

1. Provide expertise and strategy for implementing trauma-informed practices;
2. Provide expertise and strategy for engaging with law enforcement and the judicial system;
3. Forge relationships with state-level juvenile justice and related organizations on behalf of the project;
4. Assist in the establishment of cross-sector partnerships;
5. Participate in Task Force implementation planning and review;
6. Participate in the review of RED-related policies and recommendation of policy action;
7. Employ and supervise one STEP UP Texas Training and Technical Assistance Professional (TTAP) to provide training and implementation support in trauma informed and/or restorative practices to school districts, law enforcement, and/or judicial staff in Williamson County, Texas;
8. Share data related to addressing racial and ethnic disparities in engagement with the juvenile justice system;
9. Coordinate with UT Austin to ensure compliance with DOJ regulations; and
10. Coordinate with UT Austin to complete and submit project deliverables.

Details of the subcontract budget are as follows:

	Year 1	Year 2	Year 3	TOTAL
	Jan-Dec 2021	Jan-Dec 2022	Jan-Dec 2023	
Personnel	$ 14,591	$ 45,890	$ 81,533	**$ 142,014**
Fringe	$ 3,763	$ 16,205	$ 29,950	**$ 49,918**
Supplies	$ -	$ 500	$ 1,000	**$ 1,500**
Travel	$ -	$ 125	$ 250	**$ 375**
FY19 TOTAL	**$ 18,354**	**$ 62,720**	**$ 112,733**	**$ 193,807**

Scope of Work – FY21 Grant
Williamson County Juvenile Services (WCJS)

Funding Source: Office of Juvenile Justice and Delinquency Prevention, U.S. Dept. of Justice

Prime PI: Lorna Hermosura, PhD
Prime Award Institution: UT Austin

Subaward PI: Scott Matthew, MBA
Subaward Institution: WCJS

Period of Performance: 7/1/2022-6/30/2025

The University of Texas at Austin is the lead organization for the project, *STEP UP Texas: Improving Juvenile Justice Outcomes with Trauma-Informed and Restorative Practices Training,* a project that has been awarded by the US Department of Justice. Williamson County Juvenile Services is a collaborating organization on this project with Mr. Matthew serving as the PI for the organization. The subcontract amount is **$211,474.00.**

The scope of work for this contract is for WCJS to:

1. Provide expertise and strategy for implementing trauma-informed practices;
2. Provide expertise and strategy for engaging with law enforcement and the judicial system;
3. Forge relationships with state-level juvenile justice and related organizations on behalf of the project;
4. Assist in the establishment of cross-sector partnerships;
5. Participate in Task Force implementation planning and review;
6. Participate in the review of RED-related policies and recommendation of policy action;
7. Employ and supervise one STEP UP Texas Training and Technical Assistance Professional (TTAP) to provide training and implementation support in trauma informed and/or restorative practices to school districts, law enforcement, and/or judicial staff in Williamson County, Texas;
8. Share data related to addressing racial and ethnic disparities in engagement with the juvenile justice system;
9. Coordinate with UT Austin to ensure compliance with DOJ regulations; and
10. Coordinate with UT Austin to complete and submit project deliverables.

Details of the subcontract budget are as follows:

	Year 1	Year 2	Year 3	TOTAL
	Jul 2022-Jun 2023	Jul 2023-Jun 2024	Jul 2024-Jun 2025	
Personnel	$ 15,631	$ 50,637	$ 87,627	**$ 153,895**
Fringe	$ 4,940	$ 18,442	$ 32,322	**$ 55,704**
Supplies	$ -	$ -	$ 1,500	**$ 1,500**
Travel	$ -	$ -	$ 375	**$ 375**
FY21 TOTAL	**$ 20,571**	**$ 69,080**	**$ 121,824**	**$ 211,474**

STEP UP TEXAS

IMPROVING JUVENILE JUSTICE OUTCOMES THROUGH TRAUMA-INFORMED AND DIVERSITY, EQUITY, INCLUSION TRAINING

Williamson County Launches Federally-Funded Program to Improve Youth Outcomes

Federal Funding for Local Partnership

Established in 2021, STEP UP Texas is a partnership between The University of Texas at Austin, Bluebonnet Trails Community Services, and Williamson County Juvenile Services. Funded through a grant from the U.S. Department of Justice (Office of Juvenile Justice Delinquency & Prevention) the project aims to reduce Disproportionate Minority Contact with the local juvenile justice system. STEP UP Texas will build on the shared vision of a comprehensive trauma-informed and equitable system of care designed to improve outcomes for all youth with a particular focus on racial and ethnic groups who are overrepresented.

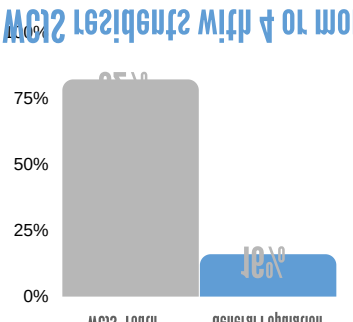
ACEs Data in Williamson County

Williamson County and Texas juvenile justice data show that most youth engaged in the justice system have experienced high incidences of trauma (Adverse Childhood Experiences or ACEs). In addition, youth who are African American and Hispanic are disproportionately engaged with the justice system. STEP UP Texas aims to disrupt the negative impact of trauma and to reduce disproportionate contact with the justice system by working alongside community partners to build knowledge and skills around trauma, diversity, equity, and inclusion.

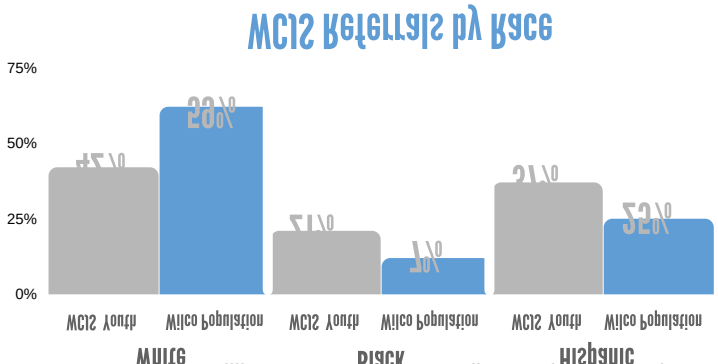
Texas Juvenile Justice Department WCJS Data

Adverse Childhood Experience	Boys	Girls
Emotional Abuse	39%	53%
Physical Abuse	26%	58%
Sexual Abuse	11%	60%
Emotional Neglect	18%	25%
Physical Neglect	23%	45%
Family Violence	58%	85%
Household Substance Abuse	47%	56%
Household Mental Illness	13%	32%
Parents Separated	71%	78%
Incarcerated Family Member	66%	84%

• *Source: Texas Juvenile Justice Department (2020)*



**General Population Data Source: Felitti, Anda, et al. (1998); WCJS Data Source: Williamson County Juvenile Services (2019)*



**Source: Williamson County Juvenile Services (2019)*

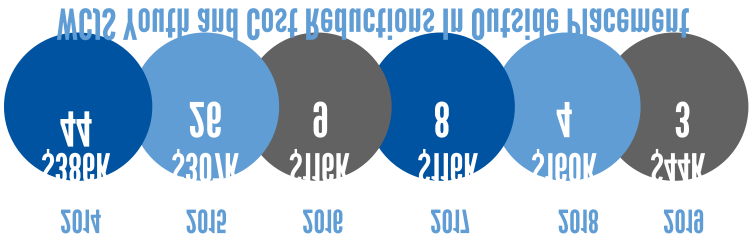
Building on What Works Right Here at Home

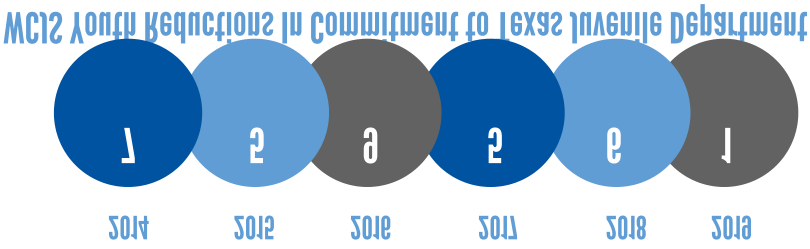
Williamson County Juvenile Services saw dramatic results in residential youth outcomes after only 6 months of replacing a traditional military style discipline approach with a comprehensive trauma-informed, framework. STEP UP Texas would like to build upon this progress through integrating similar practices within our community.



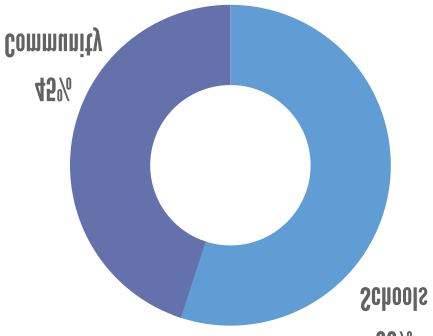
Training and Support at No Cost to Local Organizations

STEP UP Texas offers nationally recognized training opportunities and newly designed training curriculums in N.E.A.R. Science (Neuroscience, Epigenetics, Adverse Childhood Experiences, Resilience), Trauma-Informed Care Certification, and Diversity, Equity, and Inclusion (DEI) to professionals and key decision-makers in the school, legal, court, and juvenile justice systems. These training opportunities are designed to increase awareness around racial equity and the impacts of trauma while introducing keys to fostering individual and community resilience.





Trainings	Consultation and Support	Task Force
NEAR Science Training	Trauma Informed Interventions	Collective Leadership
Trauma-Informed Certification Courses	Restorative Justice/Practices	Data-Driven Decision Making
Diversity, Equity and Inclusion Training	Policy and Practice Evaluation	Outreach and Consensus Building



*Data taken from 2019 Williamson County Juvenile Services

Our Mission and Vision

To reduce Disproportionate Minority Contact with the juvenile justice system through awareness, training, competency development, and policy analysis so that all youth have the opportunity to thrive through a comprehensive, trauma-informed, equity-focused system of care.

Our Invitation

We are seeking partners who are interested in bringing Trauma-Informed Practices and Diversity, Equity and Inclusion training to their organizations, as well as those who are interested in receiving support to review and revise their own organizational policies. Organizations and communities will be acknowledged for their leadership through the Department of Justice reporting process, local conferences and publications, UT IUPRA publications, and statewide communications. Please reach out to us directly if you are interested in partnering with us.

Contact Us

Lorna Hermosura PHD, Project Director and Asst. Professor, University Texas at Austin: lorna@utexas.edu
Matt Smith, Asst. Executive Director, Williamson County Juvenile Services: msmith@wilco.org
Lynn Kessel, Director of Mental Health Services, Williamson County Juvenile Services: lkessel@wilco.org
Dorothy Light, Director of Community Engagement, STEP UP Texas: dorothy.light@bbtrails.org

The University of Texas at Austin Institute for Urban Policy Research & Analysis

Bluebonnet Trails Community Services

Commissioners Court - Regular Session **45.**

Meeting Date: 08/30/2022

2013 Park Bond 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 2013 Park Bond transfer to move $195,000 from P500 (2013 Park Bond Non-Departmental) to P555 (YMCA Pedestrian Bridge).

Background

This transfer is necessary to account for the increased construction costs related to P555 (YMCA Pedestrian Bridge).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 09:06 AM
Form Started By: Tomika Lynce		Started On: 08/24/2022 03:58 PM
Final Approval Date: 08/25/2022		

Commissioners Court - Regular Session **46.**

Meeting Date: 08/30/2022

First Amendment to the Cost Participation Agreement between YMCA and Williamson County

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

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a first amendment to the Cost Participation Agreement between YMCA of Central Texas and Williamson County regarding the construction of a pedestrian bridge at Twin Lakes Park. Funding source is P555.

Background

Williamson County and the YMCA cost shared on a pedestrian bridge project at the Twin Lakes Park as part of the 2019 Park Bond program. As the parties worked together to bid out the construction work for the project, it was determined that Williamson County needed to manage the project and work with Hagood Engineering in the administration of the project. The YMCA is funding the construction of a pavilion at the project site. The YMCA and Williamson County are both providing funding for the pedestrian bridge. Williamson County and the YMCA have agreed to a 50/50 cost share for the increased construction costs related to the pedestrian bridge.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

First Amended Agreement - YMCA Pedestrian Bridge

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/24/2022 08:29 AM
Form Started By: Russell Fishbeck		Started On: 08/23/2022 04:59 PM
Final Approval Date: 08/24/2022		

FIRST AMENDED
COST PARTICIPATION AGREEMENT BETWEEN YMCA OF CENTRAL TEXAS AND WILLIAMSON COUNTY REGARDING THE CONSTRUCTION OF A PEDESTRIAN BRIDGE AT TWIN LAKES PARK

THIS FIRST AMENDED COST PARTICIPATION AGREEMENT ("Amended Agreement") is made and entered into by and between Williamson County, Texas (the "County") and the YMCA of Central Texas (formerly referred to as the YMCA of Greater Williamson County) (the "YMCA"), a Texas non-profit of the State of Texas and are sometimes collectively referred to as "the Parties".

WITNESSETH:

WHEREAS, the County and the YMCA are in the process of constructing a pedestrian bridge and pavilion at Twin Lakes Park (the "Project"); and

WHEREAS, in 2019, the YMCA and the County executed a Cost Participation Agreement Between YMCA of Greater Williamson County and Williamson County Regarding the Construction of a Pedestrian Bridge at Twin Lakes Park ("Original Agreement"), wherein the parties agreed to share the cost of Design and Construction of the Project; and

WHEREAS, the YMCA and the County now desire to amend and supplant the Original Agreement with this Amended Agreement and set forth the Parties obligations as to the cost sharing of the funding of improvements for the Project; and

WHEREAS, the County and the YMCA have committed to provide funding for the construction and remaining civil engineering services for the Project and wish to set out the terms and conditions of their agreements in this Amended Agreement; and

WHEREAS, the total cost of construction and remaining civil engineering services (consisting of bidding phase and construction observation/closeout phase services) for the Project is $1,199,679.34; and

WHEREAS, the County has committed to providing funding towards the Project in the amount of $988,881.49 and the YMCA has committed to providing funding towards the Project in the amount of $210,797.85; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I.
Definitions

A. The term "Civil Engineering Services" for the purposes of this agreement means bidding phase and construction observation/closeout phase services to be provided by Hagood Engineering Associates, Inc ("Hagood").

B. The term "Design Services" for the purposes of this agreement means the design, plans and specifications that the YMCA procured, at its sole cost, for the Project from Hagood prior to the execution of this Amended Agreement.

C. The term "Construction" means the provision of all materials, equipment, labor, surveying, testing and inspection necessary to construct the Project according to the plans and specifications (the "Plans") approved, in writing, by the YMCA and by the County prior to award of the construction contract.

D. The term "Right-of-Way acquisition" means all engineering, surveying, appraisal, legal, title company and other services required to acquire in fee simple the parcels of land necessary to construct the Project.

E. The term "Project" means the design and construction of a pedestrian bridge and pavilion at Twin Lakes Park, at the location shown on **Exhibit "A",** attached hereto.

II.
Agreements of the Parties

A. The YMCA hereby agrees to assign County all of its rights, interests and title to the work product for the Design Services procured from Hagood to be used on the Construction and completion of the Project.

B. The County hereby agrees to execute a separate contract with Hagood to procure the Civil Engineering Services.

C. Following execution of this Amended Agreement, County shall procure and contract for the Construction of the Project, as well as all right-of-way acquisition, if necessary, and all environmental mitigation services, if necessary.

D. The County agrees to act as the Project Manager for the Project and to administer all aspects of the Construction for the Project including competitive bidding, construction, administration and inspection of the Project.

E. The County shall schedule periodic progress meetings with the YMCA of not less than one per month, unless otherwise agreed by both Parties.

F. County shall provide $988,881.49 to be allocated towards the Construction costs of the pedestrian bridge and Civil Engineering Services for the Project ("County's Contribution").

In no event will the County be obligated to provide any amounts toward the construction of the pavilion to be constructed as a part of the Project.

G. Within thirty (30) calendar days of the award of a construction contract for the Project, the YMCA shall tender the amount of $210,797.85 to the County to be held and allocated to the payment of the Construction costs of the pavilion and pedestrian bridge ("YMCA's Contribution").

H. The County and the YMCA shall be obligated to pay fifty percent (50%) each for (1.) changes in the work that cause increased construction costs associated with the pedestrian bridge construction; and (2.) any necessary materials testing costs associated with the pedestrian bridge construction. The YMCA's fifty percent (50%) share of any increased costs and/or materials testing associated with the pedestrian bridge shall be payable to the County after the County has deemed the construction of the Project complete. County shall provide YMCA with documentation evidencing the increased costs and/or materials testing costs associated with the pedestrian bridge and a statement for the YMCA's fifty percent (50%) share in such costs. Within thirty (30) calendar days of the County's statement, YMCA shall tender to County the funds owed pursuant to this provision.

I. The YMCA shall be obligated to pay one hundred percent (100%) of (1.) changes in the work that cause increased construction costs associated with the pavilion construction and (2.) any necessary materials testing costs associated with the pavilion construction. The increased construction costs and/or materials testing costs associated with the pavilion shall be payable by the YMCA to the County after the County has deemed the construction of the Project complete. County shall provide YMCA with documentation evidencing the increased construction costs and/or materials testing costs associated with the pavilion and a statement for such costs. Within thirty (30) calendar days of the County's statement, YMCA shall tender to County the funds owed pursuant to this provision.

J. Unless otherwise approved by the Parties, the County agrees not to materially amend or otherwise reduce the Plans for the Project, as approved by the Parties prior to construction.

K. The Parties hereby agree that this Amended Agreement shall amend and supplant the Original Agreement.

III.
Miscellaneous

A. Severability. The provisions of this Amended Agreement are severable and, if any provision of this Amended Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Amended Agreement will not be affected and this Amended Agreement will be construed as if the invalid portion had never been contained herein.

B. Payments from Current Revenues. Any payments required to be made by County under this Amended Agreement will be paid from current revenues or other funds lawfully available to the County for such purpose.

C. Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Amended Agreement.

D. Entire Agreement. This Amended Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

E. Amendments. Any amendment of this Amended Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

F. Applicable Law; Venue. This Amended Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

G. Notices. Any notices given under this Amended Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

YMCA: YMCA of Central Texas
P.O. Box 819
Round Rock, TX 78680
Attn: Jeff Andresen, President/CEO

COUNTY: Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

H. Counterparts; Effect of Partial Execution. This Amended Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

I. Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Amended Agreement.

J. Termination for Convenience. This agreement may be terminated by County prior to the construction contract execution date without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

K. 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 any officials or representatives of the County.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amended Agreement to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY, TEXAS

By: _____
As Presiding Officer of the
Williamson County Commissioners Court

Printed Name: _____

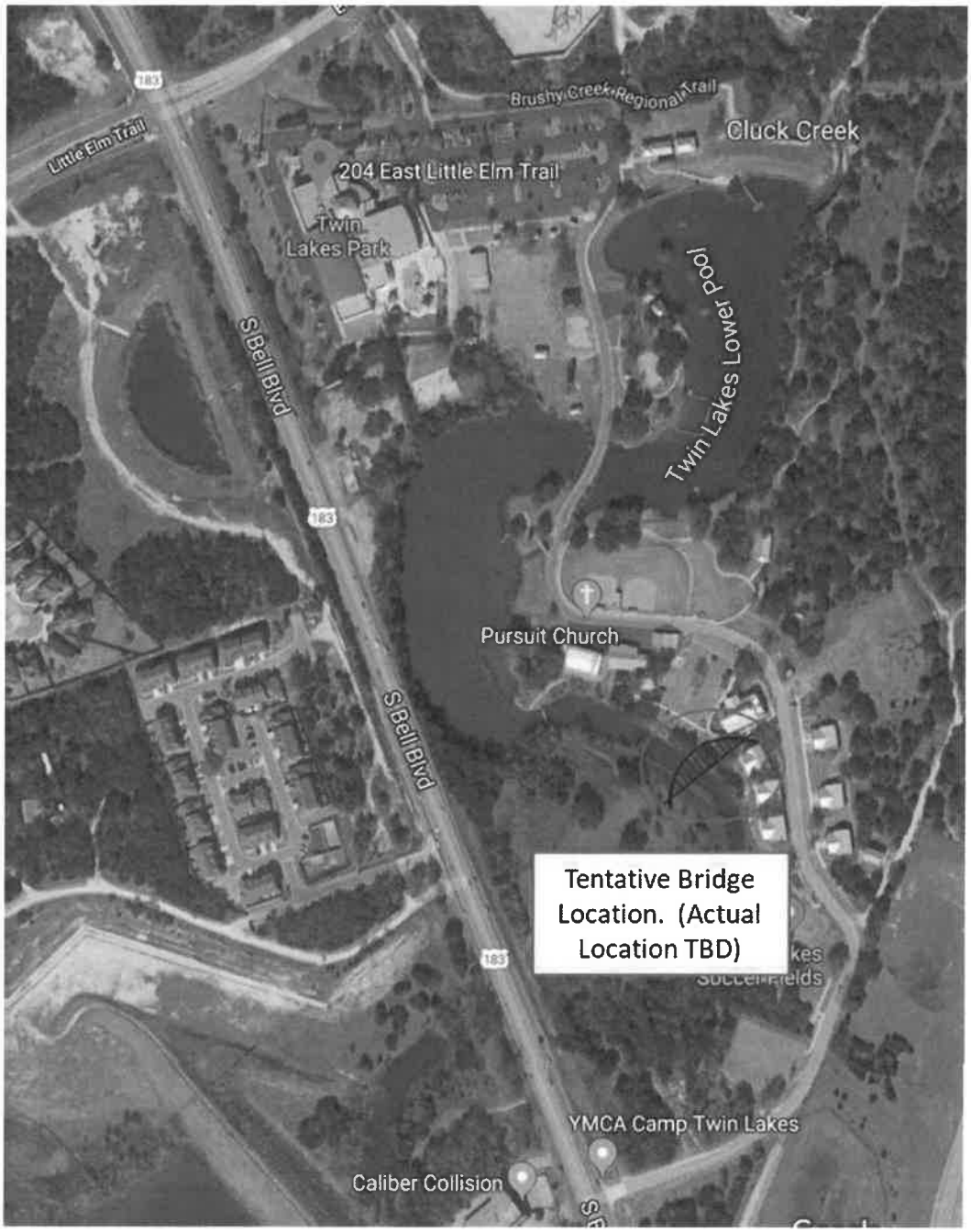
Date: _____ ____, 20____

YMCA OF CENTRAL TEXAS

By: _____
Jeff Andresen, President/CEO

Date: 8-23 ___, 2022

EXHIBIT "A"


183
Little Elm Trail
Brushy Creek Regional Trail
Cluck Creek
204 East Little Elm Trail
Twin Lakes Park
S Bell Blvd
Twin Lakes Lower Pool
183
Pursuit Church
S Bell Blvd
Tentative Bridge Location. (Actual Location TBD)
183
YMCA Camp Twin Lakes
Caliber Collision

Commissioners Court - Regular Session **47.**

Meeting Date: 08/30/2022

Approval of Professional Service Agreement (PSA) with Twin Lakes YMCA Pedestrian Bridge

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Professional Service Agreement (PSA) with Twin Lakes YMCA Pedestrian Bridge Project between Hagood Engineering Associates, Inc. and Williamson County, in the amount of $16,820.00 and authorizing the execution of the Agreement. Funding Source is P555.

Background

Hagood Engineering Associates, Inc. was initially hired by the YMCA for the Twin Lakes Pedestrian Bridge design and installation. As the Williamson County Facilities Management department shall now manage the project moving forward, it was determined that Hagood Engineering Associates, Inc. should contract with the county directly to provide the required accountability for installation. Due to their familiarity with the project, pursuant to Government Code Sec. 2254.003. SELECTION OF PROVIDER; FEES. (a) A governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award:
(1) on the basis of demonstrated competence and qualifications to perform the services; and
(2) for a fair and reasonable price.
Following this guidance the contract with Hagood Engineering Associates, Inc. has been drafted and negotiated. Funding Source: Park Bonds P555. Russell Fishbeck and Angel Nuñez are the department points of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Professional Service Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/25/2022 10:13 AM
County Judge Exec Asst.	Becky Pruitt	08/25/2022 10:19 AM
Form Started By: Johnny Grimaldo		Started On: 08/24/2022 02:06 PM
Final Approval Date: 08/25/2022		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Twin Lakes YMCA Pedestrian Bridge** ("Project")

ARCHITECT/ ENGINEER: **Hagood Engineering Associates, Inc.** ("A/E")
Debbie Bauerkemper, Vice President
Business Director
900 E. Main St.
Round Rock, Texas 78664

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Parks Department**
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

WHEREAS, County intends to **manage construction of a pedestrian bridge at Twin Lakes Park for the YMCA of Greater Williamson County;** and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.
Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.
County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

2.3 Project Documents.
In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1
Texas Accessibility Standards (TAS) of the Architectural Barriers Act, **Article 9102, Texas Civil Statutes**, Effective March 15, 2012, including latest revisions

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as Exhibit E.

3.3 Financial Interest Prohibited.
A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1
In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2

As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3

The detailed Basic Services for the Project is set forth herein as Exhibit A to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.

A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.

A/E agrees to complete the Basic Services within the time period set forth in Exhibit C. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Sixteen Thousand, Eight Hundred Twenty Dollars ($ 16,820)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in Exhibit A. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in Exhibit B – *Fee Schedule*. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under Exhibit D. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed

to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Five Hundred Dollars ($ 500)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of

performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander , Texas 78641

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

Hagood Engineering Associates, Inc.
Debbie Bauerkemper, VP, Business Director
900 E. Main St
Round Rock, Texas 78664

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: Hagood Engineering Associates, Inc.
900 E. Main St.
Round Rock, TX 78664

Attention: Debbie Bauerkemper, Vice President
Business Director

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested

by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in Exhibit C.

13.1.2 Completion.

Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in Exhibit C. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in Exhibit A, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County's technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.

County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to A/E, who shall perform any required Basic Services and resubmit to County. This process shall be repeated until the Basic Services are Accepted. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

13.1.4 Final Approval.

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are

usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to

reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE

CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$ 1,000,000** per claim.

25.2 Additional Insureds; Waiver of Subrogation.
County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.
A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.
A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

25.5 Insurance Company Rating.
Required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

25.6 Certification of Coverage.
A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other**

notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626

25.10.1

The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as Exhibit F.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to

be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.
A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in Exhibit C may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.
Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.
This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.
The standard of care for all professional architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.
Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or

over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.

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

30.11 No Waiver of Immunities.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or

alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix this Agreement.

30.14 Appropriation of Funds by County.

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

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding

mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Hagood Engineering Associates, Inc.

By: _____
Signature

Debbie Bauer Kemper
Printed Name

Vice President, Business Director
Title

Date Signed: 8/16/2022

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Exhibit C – *Production Schedule*. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner

that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name_SD PLANS_year.month.day"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilco.org/Departments/Facilities-Management/Documents

SCOPE OF WORK:

Twin Lakes YMCA
1902 South Bell
Cedar Park, Texas
P555

Bidding, construction observation and closeout of a pedestrian bridge at Twin Lakes Park for the YMCA of Greater Williamson County

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Exhibit C – *Production Schedule*. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Conduct and oversee pre-construction meeting.

C. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

D. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

E. Conduct and oversee bi-weekly progress meetings.

F. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

G. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

H. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

I. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

J. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

K. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**16,820**	100%
70%	**Hagood Engineering Associates**	**$**	**11,750**	
30%	**Studio 16:19**	**$**	**5,070**	
Phase V - BIDDING, AWARD, AND EXECUTION		**$**	**1,750**	10%
	Hagood Engineering Associates	$	1,750	
	Studio 16:19	$	-	
Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**15,070**	90%
	Hagood Engineering Associates	$	10,000	
	Studio 16:19	$	5,070	
Phase VII - PROJECT CLOSE-OUT		**$**	**-**	0%
	Hagood Engineering Associates	$	-	
	Studio 16:19	$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Three Hundred Seven (307) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (10) business days minimum.

Agreement Execution Date	**08/30/22**
Phase V - BIDDING, AWARD, AND EXECUTION	
Contract Award	08/30/22
Phase VI - CONSTRUCTION ADMINISTRATION⚜	
Contractor Notice to Proceed	09/06/22
Construction Substantial Completion	12/05/22
Phase VII - PROJECT CLOSE-OUT	
Record Documents deliverables	01/04/23
Agreement Termination Date	**07/03/23**

EXHIBIT D

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted, or amended at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is not satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of County shall control as to the required actions of vendor and when such invoice must be paid by County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.

2.2 County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor shall not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends, or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50-mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50-mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt shall include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single

room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 County will only reimburse up to a coach price fare for air travel.

5.2 County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of **Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d)**, all expense reimbursement requests must include the following:

7.2.1 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage shall be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its

contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expenses

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)

10.5 Movie rentals

10.6 Damage to personal items

10.7 Flowers/plants

10.8 Greeting cards

10.9 Fines and/or penalties

10.10 Entertainment, personal clothing, personal sundries, and service

10.11 Transportation/mileage to places of entertainment or similar personal activities

10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available

10.14 Excessive weight baggage fees or cost associated with more than two airline bags

10.15 Auto repairs

10.16 Babysitter fees, kennel costs, pet, or house-sitting fees

10.17 Saunas, massages, or exercise facilities

10.18 Credit card delinquency fees or service fees

10.19 Doctor bills, prescription and other medical services

10.20 Hand tools

10.21 Safety Equipment (hard hats, safety vests, etc.)

10.22 Office Supplies

10.23 Lifetime memberships to any association

10.24 Donations to other entities

10.25 Any items that could be construed as campaigning

10.26 Community outreach items exceeding $2 per item

10.27 Technology Fees

10.28 Sales tax on goods purchased

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

    b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;

    d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and

    e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Hagood Engineering Associates, Inc.

Signature of Certifying Official

Terry R Hagood
Printed Name of Certifying Official

President, P.E.
Title of Certifying Official

8/22/2022
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Terry R Hagood (Signatory Name) the President, P.E. (Signatory Title) of Hagood Engineering Associates, Inc. (Entity Name) on behalf of said firm.

DEBORAH A. BAUERKEMPER
MY COMMISSION EXPIRES
NOVEMBER 30, 2025
NOTARY ID: 125511524

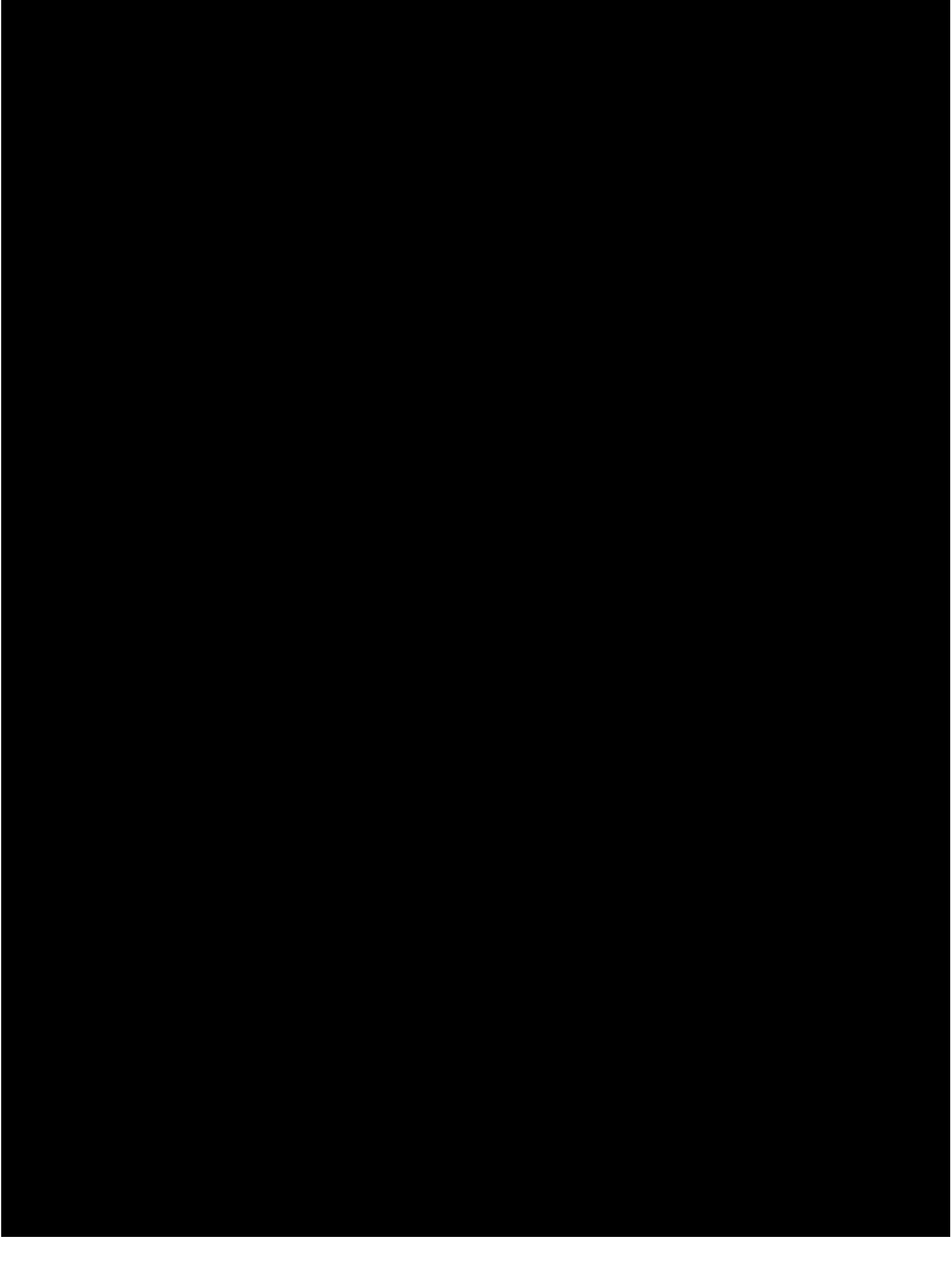
Notary Public in and for the
State of Texas

My commission expires: November 30, 2025

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:



Commissioners Court - Regular Session **48.**

Meeting Date: 08/30/2022

Award of IFB #22IFB115 Camp Twin Lake Pedestrian Bridge to SB Contractors, LLC for Parks Department and Facilities Management 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 IFB #22IFB115 to the lowest and best bidder, SB Contractors, LLC, for the Twin Lakes Pedestrian bridge project in the amount of $1,182,360.00 and authorize execution of the agreement. Funding Source is P555.

Background

Williamson County sent out over five hundred (500) notification and received four (4) responses for the installation and construction of approximately 260' prefabricated pedestrian bridge with all supporting and ancillary structures. The original bid amount of $1,062,731.80 was modified to include a prefabricated pavilion in the amount of $119,627.54. The funding source is Park Bonds P555. Russell Fishbeck and Angel Nuñez are the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract for GC

Bid Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/25/2022 10:19 AM
County Judge Exec Asst.	Becky Pruitt	08/25/2022 10:20 AM
Form Started By: Johnny Grimaldo		Started On: 08/24/2022 02:07 PM
Final Approval Date: 08/25/2022		

CONTRACT FOR GENERAL CONSTRUCTION

PROJECT: **Twin Lakes YMCA Pedestrian Bridge** ("Project")
Ref # 22IFB115

GENERAL CONTRACTOR: **SB Contractors, LLC** ("GC")
Steven Simpson, President
4772 FM 482
New Braunfels, Texas 78132

ARCHITECT & ENGINEER: **Hagood Engineering Associates, Inc.** ("A/E")
Debbie Bauerkemper, Vice President
900 E. Main St.
Round Rock, Texas 78664

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Parks Department**
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS CONTRACT FOR GENERAL CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

R E C I T A L S

WHEREAS, County desires to retain a GC for the **construction of a pedestrian bridge and pavilion at Twin Lakes Park for the YMCA of Greater Williamson County** (hereinafter called the "Project");

WHEREAS, County desires a GC who will render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

NOW, THEREFORE, County and GC, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

ARTICLE 2
GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 RELATIONSHIP OF THE PARTIES
GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at

all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 GENERAL CONDITIONS

2.3.1
The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2
The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3
The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1 SUBSTANTIAL COMPLETION, FINAL COMPLETION AND LIQUIDATED DAMAGES

3.1.1
Following execution of this Contract, County shall provide a Notice to Proceed to GC. Within seventy-two (72) hours from the County's issuance of a Notice to Proceed, GC will place an order for the prefabricated pedestrian bridge (the "Bridge") from GC's subcontractor that will construct the Bridge that is to be situated and affixed at the Project site. The GC and County hereby acknowledge that it will take up to twenty-four (24) weeks from the date of the GC's order for the Bridge to be fabricated and delivered to the Project site. The GC shall mobilize and make necessary preparations to receive the Bridge and commence the Work on the Project within **thirty (30) calendar days** prior to GC's subcontractor's shipment of the Bridge to the Project site. GC shall achieve Substantial Completion the Work on the Project within **One Hundred Eighty (180) calendar days** from the date of GC's mobilization. As such Substantial Completion date may be extended by approved Change Orders.

For purposes of this Contract, the terms "mobilization" and "mobilize" shall mean and include any activities associated with transportation of GC's personnel, equipment, and/or operating supplies to the Project site and/or the establishment of offices, buildings, or other necessary general facilities for the GC's operations at the Project site.

3.1.2
Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion.

3.1.3
The time set forth for completion of the work is an essential element of the Contract.

3.2 LIQUIDATED DAMAGES

GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1

Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Seven Hundred Fifty Dollars ($ 750) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2

County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3

Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
GC REPRESENTATIONS

4.1
In order to induce County to enter into this Contract, GC makes the following representations:

4.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2
GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3
GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5
THE CONTRACT SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents in the amount of **One Million, One Hundred Eighty-Two Thousand, Three Hundred Sixty Dollars ($ 1,182,360)**.

5.2 Contract Payments.

5.2.1
Except for the installment payments for the Bridge, which are set out hereinbelow, the method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

5.2.2
GC's subcontractor is fabricating and supplying GC with the Bridge for the cost of $460,000.00. Due to GC's requirement that the Bridge be prefabricated off-site for the Project, GC's subcontractor will require installment payments to be made in order to construct the Bridge for GC. Thus, County and GC agree to the following installment payments for the Bridge:

5.2.2.1 Upon GC's delivery of satisfactory documentation evidencing GC's subcontractor's completion of engineering for the Bridge, County shall pay GC $135,000.00;
5.2.2.2 Thereafter, County shall pay GC $225,000.00 upon County's onsite in-person inspection and confirmation of fabrication completion of the Bridge; and
5.2.2.3 County shall pay GC $100,000.00 upon satisfactory delivery of the Bridge to the Project site.

The GC hereby acknowledges and agrees the installment payments for the Bridge shall be invoiced by GC and paid by County in accordance with the method and terms for payments set out in the Contract Documents. The GC hereby further acknowledges and agrees the above stated installment payments for the Bridge shall not in any way relieve the Contractor of any of its obligations set forth in the Contract Documents and that GC 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 Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project, the Contract Documents and County's requirements.

5.3 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.3.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.3.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

County shall have the right, from time to time, to change the County's Designated Representative by giving GC written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify GC in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

GC's Designated Representative for purposes of this Contract is as follows:

SB Contractors, LLC
Steven Simpson, President
4772 FM 482
New Braunfels, Texas 78132

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

ARTICLE 7
NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or GC at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

GC: SB Contractors, LLC
4772 FM 482
New Braunfels, Texas 78132
Attention: Steven Simpson
President

Either party may designate a different address by giving the other party **ten (10) days** written notice.

ARTICLE 8
DISPUTE RESOLUTION

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS
Terms in this Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 GOVERNING LAW
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

9.4 ASSIGNMENT
County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

9.5 OTHER PROVISIONS

9.5.1
GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the

execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 10
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

10.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

10.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Construction Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

10.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Contract between County and GC; and
5. The Construction Documents

ARTICLE 11
SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:	**COUNTY**:
SB Contractors, LLC	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Steven Simpson	
Printed Name	Printed Name
Manager	
Title	Title
Date Signed: 8-24-22	Date Signed: _____

EXHIBIT A

CONSTRUCTION DOCUMENTS

Attached documents prepared by Hagood Engineering Associates, dated 05/23/2022.

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

1. All policies of insurance provided by Contractor must comply with the requirements of this Exhibit, the Contract Documents, and the laws of the State of Texas.

2. Contractor shall provide and maintain, until the Work covered in the Contract is completed and accepted by County, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A. M. Best Company, or otherwise acceptable to County.

TYPE OF COVERAGE	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	**$ 1,000,000** per Accident
Bodily Injury by Disease	**$ 1,000,000** per Employee
	$ 1,000,000 aggregate Policy Limit

Comprehensive General Liability
(including completed operations and contractual liability insurance for bodily injury, death, or property damages)

Comprehensive General Liability	**$ 1,000,000** per Occurrence
	$ 2,000,000 aggregate Policy Limit

Comprehensive Automobile and Auto Liability Insurance
(covering owned, hired, leased, and non-owned vehicles)

Bodily injury (including death)	**$ 1,000,000** per Person **$ 1,000,000** per Occurrence
Property Damage	**$ 1,000,000** per Person **$ 1,000,000** per Occurrence
	No aggregate Policy Limit

Builder's Risk Insurance (all risks)
An all risk policy, in the amount equal at all times to **100% of the Contract Sum**. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of Contractor and shall name its Subcontractors as additional insureds. County shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

A. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

Flood insurance
(when specified in Supplementary General Conditions or Special Conditions.

Umbrella Coverage **$ 5,000,000**

Workers' Compensation Insurance

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by County.

Coverage - Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

Persons providing services on the Project ("Subcontractor") - includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of Contractor providing services on the Project, for the duration of the Project.

C. Contractor must provide a certificate of coverage prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

D. If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the Project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with County showing that coverage has been extended.

E. Contractor shall obtain from each person providing services on a project, and provide to County:

(1) a certificate of coverage, prior to that person beginning work on the Project, so County will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(2) no later than **seven (7) calendar days** after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

F. Contractor shall retain all required certificates of coverage for the duration of the Project and for **one (1) year** thereafter.

G. Contractor shall notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

H. Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. Contractor shall contractually require each person with who it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

(2) provide to Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

(3) provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(4) obtain from each other person with whom it contracts, and provide to Contractor:

a. a certificate of coverage, prior to the other person beginning work on the Project; and

b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for **one (1) year** thereafter;

(6) notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by **Paragraphs (1)-(7)**, with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing the Contract or providing or causing to be provided a certificate of coverage, Contractor is representing to County that all employees of Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles County to declare the Contract void if Contractor does not remedy the breach within **ten (10) calendar days** after receipt of notice of breach from County.

3. If insurance policies are not written for the amounts specified in this section, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

4. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

5. County shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this section.

6. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **seventy-five thousand dollars ($ 75,000)** in Contractor's insurance must be declared and approved in writing by County in advance.

EXHIBIT C

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted, or amended at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is not satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of County shall control as to the required actions of vendor and when such invoice must be paid by County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 County will only cover costs associated with travel on vendors outside a **fifty (50)-mile radius** from Williamson County, Texas.

2.2 County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor shall not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends, or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of **fifty ($50) per day** on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of **twenty ($20) per day**. The travel must be outside the Williamson County, Texas line by a **fifty (50)-mile radius**.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to **3.2**). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a **fifty (50)-mile radius** of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a **fifty (50)-mile radius** of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt shall include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 County will only reimburse up to a coach price fare for air travel.

5.2 County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage shall be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a **fifty (50)-mile radius**.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expenses

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)

10.5 Movie rentals

10.6 Damage to personal items

10.7 Flowers/plants

10.8 Greeting cards

10.9 Fines and/or penalties

10.10 Entertainment, personal clothing, personal sundries, and service

10.11 Transportation/mileage to places of entertainment or similar personal activities

10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available

10.14 Excessive weight baggage fees or cost associated with more than two airline bags

10.15 Auto repairs

10.16 Babysitter fees, kennel costs, pet, or house-sitting fees

10.17 Saunas, massages, or exercise facilities

10.18 Credit card delinquency fees or service fees

10.19 Doctor bills, prescription and other medical services

10.20 Hand tools

10.21 Safety Equipment (hard hats, safety vests, etc.)

10.22 Office Supplies

10.23 Lifetime memberships to any association

10.24 Donations to other entities

10.25 Any items that could be construed as campaigning

10.26 Community outreach items exceeding $2 per item

10.27 Technology Fees

10.28 Sales tax on goods purchased

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

a) For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

b) A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

.4 Complaints of Violations of Prevailing Wage Rates. Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. It the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4

Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5

The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6

By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7

The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8

The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2
The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1
The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2
If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK
The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8
The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9
Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10
When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7

The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9

When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10

The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1

The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9

Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.

Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.

When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12

Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1

Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2

If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2
The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3
If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1
The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Williamson County

IFB 22115 Camp Twin Lakes Pedestrian Bridge

06.21.2022

Vendor	A Greater Austin Development Co;LLC	Muñiz Concrete & Contracting, Inc	Myers Concrete	SB Contractors, LLC
Amount	$ 1,750,000.00	$ 1,318,188.00	$ 1,438,214.49	$ 1,062,731.80

Commissioners Court - Regular Session **49.**

Meeting Date: 08/30/2022

Approval of Interlocal Cooperation Contract Williamson County and DPS Crime Lab Services for County Attorney's Office

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Interlocal Cooperation Contract between Williamson County and Department of Public Safety (DPS) for Crime Laboratory Services, for a four (4) year term, not to not exceed $1,434,228.22.

Background

This is a continuation of the contractual relationship wherein DPS has agreed to analyze controlled substances, marijuana, and blood alcohol evidence submitted by law enforcement agencies within Williamson County. DPS will assign the services of three (3) full time Forensic Scientists employees to perform said services. The DPS staff will be assigned to prioritize Williamson County cases before examining evidence from other agencies as long as this contract is in place. Agreement provides for the assigned staff to utilize DPS equipment for sample analysis. This contract will terminate on September 30, 2026. Legal, Contract Audit and Budget have reviewed this contract. The line item expenditure is 01.0100.0560.004100 beginning FY23 for $358,454.68, FY24 $358,659.43, FY25 $358,454.68 and FY26 $358,659.43. The Department point of contact is Stephanie Lloyd.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DPS 4 year Interlocal Cooperation Agreement 8.23.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/18/2022 06:10 AM
County Judge Exec Asst.	Becky Pruitt	08/18/2022 08:30 AM
Form Started By: Mary Watson		Started On: 08/11/2022 11:30 AM
Final Approval Date: 08/18/2022		

INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety (DPS) and Williamson County (County) are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

DPS certifies that it has authority to contract by the authority granted in Texas Government Code Chapter 411.

County certifies that it has the authority to contract for the services by authority granted in Local Government Code Chapter 262(County Purchasing Act), and Texas Code of Criminal Procedure art. 2.17.

II. BACKGROUND AND PURPOSE

County has a need for assistance in testing of Seized Drug Analysis and Toxicology (Alcohol/Volatiles) Analysis of evidence and requests that DPS provide Seized Drug and Toxicology (Alcohol/Volatiles) analysis of evidence submitted by County.

DPS has the ability to assist in this regard and agrees to provide Seized Drug and Toxicology (Alcohol/Volatiles) analysis of evidence submitted by County.

III. STATEMENT OF SERVICES

DPS will perform or understands the following.

A. The DPS Crime Laboratory will analyze evidence submitted by County requesting Seized Drug or Toxicology (Alcohol/Volatiles) analysis.

B. DPS will assign three full time equivalent (FTE) services to perform analysis under this Contract, at its discretion. Each FTE will be a DPS employee.

C. During the Contract period, DPS will attempt to complete cases submitted with two items or less within 30 calendar days or faster. Additional requests, such as more than two items, or friction ridge development, will typically result in a longer turn-around time.

D. At its discretion, DPS will assign the FTEs other work after the monthly contract amounts are tested under this Contract. Seized Drug case submissions will not exceed 140 cases per month or 364 items tested, whichever is reached first under this Contract. Toxicology (Alcohol/Volatiles) case submissions will not exceed 200 cases. The assigned DPS FTEs will work on cases submitted through this Contract up until the monthly contract amounts are tested before examining evidence from other agencies as long as this Contract is in place. Once Contract totals are reached, cases and/or items will be

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processed in the same manner as case submissions from other sources not having an Interlocal Cooperation Contract with DPS.

County will perform or understands the following.

A. County understands that DPS is solely responsible for the employment and management of the DPS personnel. County understands that it will have no input into DPS's decisions regarding management or work of DPS personnel.

B. County will continue to follow all laboratory policies and procedures outlined in DPS's Laboratory Customer's Handbook, unless otherwise noted.

    a. For seized drugs analysis contracts – misdemeanor evidence analysis is permitted at discretion of County but the testing will count toward the 140 cases and 364 items tested per month. No additional testing (such as friction ridge analysis) will be included on misdemeanor cases submitted.
    b. For seized drugs analysis contracts - if all items submitted require testing, this must be communicated on the submission form accompanying the evidence submission.

C. County will ensure that a valid subpoena is issued to any DPS laboratory analyst needed for court testimony with at least two weeks' prior notice when available.

D. County is not responsible for paying any testimony fees for judicial proceedings in connection with services provided by this Contract. If testimony is required by former or retired DPS employees, DPS is not responsible for the associated travel costs; the County may be responsible for per diem including travel expenses. Reimbursement for expenses will be in accordance with the Williamson County Vendor Reimbursement Policy.~~.~~

E. Cases submitted to DPS through this Contract will not be outsourced to a lab outside of the DPS Laboratory System for analysis while this Contract is in effect.

F. County understands that DPS cannot compel testimony of former or retired employees who provided work under the contract. However, it understands that if testimony is needed for a case previously worked by a former or retired employee, it will work with the appropriate entity to:

    a. Evaluate whether a peer review affidavit by a current employee can serve in place of testimony
    b. Encourage the use of video testimony as authorized by statute
    c. Submit the evidence for re-analysis only using the current Expedite Analysis/Re-analysis Request form after all other options have been exhausted. Cases requiring re-analysis will not count toward the monthly number of cases submitted or items tested. Additionally, the evidence may be worked by any qualified DPS employee, not necessary the individual hired under this contract.

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IV. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS

The total amount of this contract will not exceed $1,434,228.23. This amount is intended to cover the actual cost of DPS's skilled labor to fulfill this Contract during its business hours and it includes salary, equipment, and operational costs (see Exhibit A). County will remit to DPS by check all costs for performing the services as identified. To accomplish the stated goals of the agreement, DPS may invoice for more than the annual amount stated in Exhibit A for any given year. The cumulative total of those invoices will not exceed the total of the contract as stated in Section IV.

V. TERM OF CONTRACT AND AMENDMENTS

This Contract is effective on October 1, 2022 and will terminate on September 30, 2026, or upon written request of either party with 30 calendar days' written notice, whichever occurs earlier. This Contract may only be amended by mutual written agreement of the parties.

VI. NOTICE

The respective party will provide any required notice as noted in this section. Either party may change its information in this section by giving the other party written notice and the date upon which the change will become effective.

If to DPS:
Brady Mills, Chief,
Crime Laboratory Division,
5800 Guadalupe,
Austin, TX 78752.
Email: brady.mills@dps.texas.gov.
Phone 512-424-7151.

If to County:
Williamson County Judge,
710 Main Street, Suite 101,
Georgetown, TX 78626.
Phone 512-943-1359

Send copy to:
Williamson County Attorney's Office,
Rudy Gonzalez, Chief Investigator,
405 MLK, Suite 229,
Georgetown, TX 78626.
Email: rgonzalez@wilco.org.
Phone 512-943-1171

VII. CERTIFICATIONS

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The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each Party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Williamson County **Authorized Representative** *Bill Gravel Jr.* *County Judge*	**Department of Public Safety of the State of Texas** **Authorized Representative** *Dwight D. Mathis* *Deputy Director, Law Enforcement Operations*
Signature of Authorized Representative **Date:**	**Signature of Authorized Representative** **Date:**

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Exhibit A

	Year 1	Year 2	Year 3	Year 4
SALARY AND BENEFITS				
(1) Forensic Scientist VI salary	$7,932.51	$7,932.51	$7,932.51	$7,932.51
(2) Forensic Scientist III salary	$5,919.76	$5,919.76	$5,919.76	$5,919.76
Base Salaries	$237,264.36	$237,264.36	$237,264.36	$237,264.36
Benefits @ 32% of salary	$75,924.60	$75,924.60	$75,924.60	$75,924.60
TOTAL SALARY AND BENEFITS	$313,188.96	$313,188.96	$313,188.96	$313,188.96
Annual training costs	$1,500.00	$1,500.00	$1,500.00	$1,500.00
Licensing Fee	$204.75	$409.50	$204.75	$409.50
Operating and equipment expense	$34,859.76	$34,859.76	$34,859.76	$34,859.76
Administrative costs (2.5%)	$8,701.22	$8,701.22	$8,701.22	$8,701.22
Annual Total	358,454.68	358,659.43	358,454.68	358,659.43
Contract Total				$1,434,228.23

Commissioners Court - Regular Session **50.**

Meeting Date: 08/30/2022

The Meadows at Chandler Creek MUD Standard Agreement for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with the Meadows at Chandler Creek Municipal Utility District for off duty contracting of County Sheriff Deputies to be effective October 1, 2022.

Background

This renewal agreement gives permission for the Meadows at Chandler Creek MUD to contract County Sheriff Deputies in a private capacity and the County to invoice that MUD for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2022 and will have two additional one year automatic renewals on October 1, 2023 and October 1, 2024. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2025 (FY'26).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Meadows at Chandler Creek MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/24/2022 08:28 AM
Form Started By: Starla Hall		Started On: 08/23/2022 03:00 PM
Final Approval Date: 08/24/2022		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County SHERIFF's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

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

3. Prior to the beginning of DEPUTIES contracting with the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or intergovernmental risk pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three

Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 1, 2022 and shall terminate on September 30, 2023, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2023, and October 1, 2024. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2026.

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

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

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

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

9. LGE agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

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

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

LGE:

Name of LGE: The Meadows at Chandler Creek MUD

Signature: Walter Berry

Printed Name: Walter Berry

Title: President, Board of

Date: 8/16/, 2022

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: August 19, 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 **51.**

Meeting Date: 08/30/2022

Approval of Annual Sole Source Renewal between Williamson County and Central Square/Superion for Public Safety Maintenance for IT Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Annual Public Safety Maintenance agreement between Williamson County and Central Square, previously exempted in Commissioner's Court on 5/5/2020 valid for 36 months from the competitive bidding requirements established by Section 262.024 (a) (7) of the Texas Local Government Code Discretionary Exemptions, as the sole provider for supervision services for Williamson County, for $543,156.64, and authorizing the execution of this annual agreement.

Background

The exemption designated Central Square as Sole Source Provider for Public Safety software to include CAD (computer aided dispatch), RMS (records management system), OneSolution, TriTech, CryWolf, Superion and Tellus brand software, including Licensing, Maintenance, Support, modification and training. The County currently owns and utilizes multiple products in the Central Square line and this exemption allowed continuance of that use as well as future modifications and improvements. The original sole source posting was in Negometrix for 14 days with no competitive responses received. The requested Sole Source designation is applicable for a period of thirty-six (36) months. IT, Legal, Budget and Audit have reviewed the agreement. No signature is required. Funding Source: 01.0100.0523.004505 FY2023. Point of contact is Janessa Stephens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Central Square Redacted Quote 8.30.22

Central Square Sole Source packet 5.5.20

Purchasing Agent Letter of Recommendation 5.5.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/25/2022 09:57 AM
County Judge Exec Asst.	Becky Pruitt	08/25/2022 09:58 AM
Form Started By: Mary Watson		Started On: 08/22/2022 03:04 PM
Final Approval Date: 08/25/2022		

CENTRALSQUARE

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

Renewal Order #: [redacted]
Start Date: January 1, 2023
End Date: December 31, 2023
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Tammy McCulley, Office Manager
Williamson County Sheriff's Office
301 SE Inner Loop Road, Suite 105
Georgetown, TX 78626
(512) 943-1300

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Annual Fee P2P - Crimes Annual Maintenance Fee	1	0.00 USD
2.	CryWolf Alarm Full Use Additional Workstation Annual Maintenance Fee	3	1,308.03 USD
3.	CryWolf Alarm Full Use Workstation Annual Maintenance Fee	1	7,013.98 USD
4.	CryWolf Alarm Program Web Page Annual Maintenance Fee	1	1,310.25 USD
5.	CryWolf Payment Web Portal	1	1,093.96 USD
6.	HipLink Interface	1	203.94 USD
7.	JMS-MS DISPLAY Annual Maintenance Fee	1	7,239.79 USD
8.	ONESolution Accident Annual Maintenance Fee	1	2,051.25 USD
9.	ONESolution Alpha Numeric Paging Annual Maintenance Fee	1	1,221.71 USD
10.	ONESolution Animal Control Annual Maintenance Fee	1	1,809.95 USD
11.	ONESolution Asset Management Annual Maintenance Fee	1	2,051.25 USD
12.	ONESolution Automated Secure Alarm Protocol Interface (ASAP) Annual Maintenance Fee	1	3,063.08 USD
13.	ONESolution Barcoding Hand-Held Client License Annual Maintenance Fee	1	2,292.62 USD
14.	ONESolution Barcoding Hand-Held Client License Annual Maintenance Fee	6	2,309.02 USD
15.	ONESolution CA Brazos Technologies Citation Import Interface Annual Maintenance Fee	1	3,165.18 USD
16.	ONESolution CAD Client AVL License Annual Maintenance	7	2,388.50 USD

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

	Fee		
17.	ONESolution CAD Client AVL License Annual Maintenance Fee	19	7,221.70 USD
18.	ONESolution CAD Console License Annual Maintenance Fee	7	13,197.89 USD
19.	ONESolution CAD Console License Annual Maintenance Fee	12	19,058.76 USD
20.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	7	5,413.89 USD
21.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	1	2,036.20 USD
22.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	18	17,103.91 USD
23.	ONESolution CAD Resource Monitor Display License With Maps Annual Maintenance Fee	21	8,551.67 USD
24.	ONESolution CAD Roster Annual Maintenance Fee	1	1,764.68 USD
25.	ONESolution CAD to ACS FIREHOUSE RMS Interface Annual Maintenance Fee	1	1,422.10 USD
26.	ONESolution CAD to CryWolf Interface Annual Maintenance Fee	1	1,939.25 USD
27.	ONESolution CAD to FATPOT Hub Interface Annual Maintenance Fee	1	4,824.34 USD
28.	ONESolution CAD to FATPOT Hub Interface Annual Maintenance Fee	1	4,824.34 USD
29.	ONESolution CAD to FATPOT Hub Interface Annual Maintenance Fee	1	4,824.34 USD
30.	ONESolution Calls For Service Annual Maintenance Fee	1	1,809.95 USD
31.	ONESolution Canine Tracking Annual Maintenance Fee	1	1,327.29 USD
32.	ONESolution Civil Processing Annual Maintenance Fee	1	6,274.47 USD
33.	ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	1	25,235.19 USD
34.	ONESolution Crime Analysis Annual Maintenance Fee	1	3,016.58 USD
35.	ONESolution Crime Analysis Plus Annual Maintenance Fee	1	6,108.60 USD
36.	ONESolution Crime Lab	1	1,400.26 USD
37.	ONESolution Document Scanning and Storage Annual Maintenance Fee	1	2,413.26 USD
38.	ONESolution E911 Interface Annual Maintenance Fee	1	1,764.68 USD

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

39.	ONESolution EMS Charts Interface Annual Maintenance Fee	1	1,214.67 USD
40.	ONESolution EMS Charts Interface Annual Maintenance Fee	1	1,939.25 USD
41.	ONESolution Field Training Online Annual Maintenance Fee	1	1,072.08 USD
42.	ONESolution Fire ProQA/Paramount Interface Annual Maintenance Fee	1	2,036.20 USD
43.	ONESolution Freedom Base Annual Maintenance Fee	1	4,140.91 USD
44.	ONESolution Freedom Base-NS	1	243.10 USD
45.	ONESolution Freedom Premium Annual Maintenance Fee	1	77.79 USD
46.	ONESolution Freedom Premium Annual Maintenance Fee	1	77.79 USD
47.	ONESolution Freedom Premium Annual Maintenance Fee	1	77.79 USD
48.	ONESolution Freedom Premium Annual Maintenance Fee	2	163.39 USD
49.	ONESolution Freedom Premium Annual Maintenance Fee	12	1,029.20 USD
50.	ONESolution Freedom Premium	3	233.37 USD
51.	ONESolution Gang Annual Maintenance Fee	1	1,809.95 USD
52.	ONESolution Generic Permit Annual Maintenance Fee	1	2,051.25 USD
53.	ONESolution Intelligence Annual Maintenance Fee	1	1,723.76 USD
54.	ONESolution Law ProQA/Paramount Interface Annual Maintenance Fee	1	2,036.20 USD
55.	ONESolution Link Analysis Annual Maintenance Fee	1	8,446.41 USD
56.	ONESolution MCT Client AVL License Annual Maintenance Fee	50	1,165.93 USD
57.	ONESolution MCT Client AVL License Annual Maintenance Fee	1	9,049.74 USD
58.	ONESolution MCT Client AVL License Annual Maintenance Fee	600	7,581.12 USD
59.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	50	2,331.86 USD
60.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	7	318.50 USD
61.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	350	17,193.42 USD
62.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	50	9,327.44 USD
63.	ONESolution MCT Client-Digital Dispatch Annual Maintenance	450	37,744.76 USD

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

	Fee		
64.	ONESolution MCT Client-MAPS Annual Maintenance Fee	50	1,165.93 USD
65.	ONESolution MCT Client-MAPS Annual Maintenance Fee	450	7,661.52 USD
66.	ONESolution MCT to ACS FIREHOUSE Interface Annual Maintenance Fee	1	1,939.25 USD
67.	ONESolution Medical ProQA/Paramount Interface Annual Maintenance Fee	1	2,036.20 USD
68.	ONESolution MFR Client Annual Maintenance Fee	250	29,261.95 USD
69.	ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	175	12,880.55 USD
70.	ONESolution MFR Client-Citation Annual Maintenance Fee	175	12,880.55 USD
71.	ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	50	4,826.90 USD
72.	ONESolution MFR Client-Property & Evidence Voucher Annual Maintenance Fee	1	0.00 USD
73.	ONESolution MFR Client-Racial Profiling Annual Maintenance Fee	250	5,851.74 USD
74.	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	9,502.24 USD
75.	ONESolution Mobile Server Software Annual Maintenance Fee	1	19,870.63 USD
76.	ONESolution Multi-Jurisdictional Dispatch Option Annual Maintenance Fee	1	1,221.71 USD
77.	ONESolution Multi-Jurisdictional RMS Option Annual Maintenance Fee	1	1,327.29 USD
78.	ONESolution Notification Annual Maintenance Fee	1	5,302.22 USD
79.	ONESolution Odyssey Citation Interface Annual Maintenance Fee	1	1,327.29 USD
80.	ONESolution Odyssey JMS Interface Annual Maintenance Fee	1	1,723.76 USD
81.	ONESolution Odyssey Warrant Interface Annual Maintenance Fee	1	1,723.76 USD
82.	ONESolution OpCenter for CAD Annual Maintenance Fee	1	5,745.87 USD
83.	ONESolution OpCenter for RMS Annual Maintenance Fee	1	5,745.87 USD
84.	ONESolution Pagegate Interface Annual Maintenance Fee	1	271.50 USD
85.	ONESolution Pawn Shop/Pawn Watch Annual Maintenance Fee	1	3,016.58 USD

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

86.	ONESolution Pictometry Visual Intelligence Interface Annual Maintenance Fee	1	1,939.25 USD
87.	ONESolution Police-to-Citizen Annual Maintenance Fee	1	3,619.89 USD
88.	ONESolution Police-to-Police Annual Subscription Fee	1	0.00 USD
89.	ONESolution Problem-Oriented Policing	1	1,322.48 USD
90.	ONESolution Professional Standards - Annual Maintenance Fee OSSI Site Professional Standards (Internal Affairs) Module	1	4,223.22 USD
91.	ONESolution Property & Evidence Annual Maintenance Fee	1	4,596.70 USD
92.	ONESolution PS Dev & Maint Annual Maintenance Fee	1	0.00 USD
93.	ONESolution PS&J Development & Maintenance - Annual Maintenance Fee OSSI RMS Custom - Interface to Tyler's Mugshot System	1	2,298.33 USD
94.	ONESolution Quartermaster Annual Maintenance Fee	1	4,826.54 USD
95.	ONESolution Racial Profiling Annual Maintenance Fee	1	1,206.64 USD
96.	ONESolution Records Management System Site License Upgrade Annual Maintenance Fee	1	29,361.36 USD
97.	ONESolution Remote Lineup Annual Maintenance Fee	1	3,016.58 USD
98.	ONESolution Residential Security Watch Annual Maintenance Fee	1	1,809.95 USD
99.	ONESolution Rip & Run Printing/Faxing Annual Maintenance Fee	1	1,680.65 USD
100.	ONESolution RMS Map Display & Pin Mapping License Annual Maintenance Fee	1	4,826.54 USD
101.	ONESolution RMS Training Module Annual Maintenance Fee	1	3,016.58 USD
102.	ONESolution Sex Offender Annual Maintenance Fee	1	3,619.89 USD
103.	ONESolution State/NCIC Messaging Software Annual Maintenance Fee	1	5,171.27 USD
104.	ONESolution Zetron Model 3030 TDD Interface Annual Maintenance Fee	1	1,493.19 USD
105.	OSSI-CAD Custom-Interface to Tyler's Legacy RMS	1	2,068.52 USD
106.	OSSI CAD Custom Modifications - Annual Maintenance Fee OSSI CAD Custom Modification-Purvis Fire Alerting System Interface	1	3,323.44 USD
107.	OSSI CAD Custom Modifications - Annual Maintenance Fee OSSI CAD Custom-Interface to Deccan's Live MUM and Wall	1	5,171.27 USD

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

	Map Products		
108.	OSSI CAD Custom Modifications - Annual Maintenance Fee OSSI CAD Custom - CAD to CAD with AVL and Unit Status	1	10,342.54 USD
109.	Unify Annual Maintenance	1	15,796.76 USD
		Renewal Order Total:	543,156.64 USD

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the “Ship To” location provided by Customer on the Renewal Order Form.

Ref # 0000067

Sole Source Purchase

Definition of a Sole Source Purchase

Sole Source Item – goods and/or services which can only be obtained from ONLY ONE source, including:

- Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies.
- Films, manuscripts, or books.
- Electric power, gas, water, and other utility services.
- Captive replacement parts or components for equipment which there is no commercially available substitute, and which can be obtained only from the manufacturer and/or manufacturer's distributor; item where compatibility is the overriding consideration, such as computer operating software enhancements for an existing system, continuation of an existing contract when work is so closely related to that of the uncompleted basic contract that it would not be feasible to consider another potential contractor.

This Sole Source justification requires additional documentation and requirements as listed below. One of these steps may require placing a public notice in Negometrix for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services. This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all Sole Source Justifications must be approved in Commissioners Court.

Requestor Information

Name	*	Jay Schade
Department	*	Technology Services
Title	*	Sr Director
Phone Number	*	5129431460
Email	*	jay.schade@wilco.org

Sole Source Supplier Information

Company Name	*	Central Square

Contact Name	*	Matija Markovic
Address	*	4161 Piedmont Parkway, Suite 270 Greensboro, NC 27410
Phone Number	*	336-878-1642
Email	*	matija.markovic@centralsquare.com
Website	*	https://www.centralsquare.com/
Is the recommended supplier the manufacturer?	*	Yes
Does the manufacturer sell the item(s) through distributors?	*	No
Description of the Product or Service Describe the full scope of work, including installation if required; items should include brand, model and part number if applicable.	*	We own, and have been utilizing, Central Square's Public Safety software which includes, among other products, CAD (computer-aided dispatch) and RMS (records management system). There are a number of products associated with the public safety technology systems we have. They include OneSolution, TriTech, CryWolf, and Tellus brand software. The original products were from OSSI Sungard Public Sector. They rebranded in 2017 as Superion, then in 2018, merged with TriTech and a couple other companies to form Central Square.
Schedule Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".	*	May 1, 2020
Estimated Cost	*	$ 5,000.00

Sole Source Rationale

The requested supplier is the only source of required item(s) or service(s) because: (Check all that apply)	*	The required item or service is proprietary to the supplier The recommended supplier holds the patent on the requested item(s) The recommended supplier is the only supplier capable of performing the requested service A specific item is needed to be compatible or interchangeable with existing hardware
Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?	*	No

Is there is a substantial risk in selecting another product or service provider?	*	Yes
Please describe the risk.	*	There are no other providers who are authorized to work on these systems.
Is it possible to obtain competitive bids for consideration?	*	No
Please describe why this is not possible.	*	There are no other providers authorized to modify this software.
Are there any other companies who can provide the services or needed items?	*	No
List any other sources, suppliers, products or service providers that you reviewed in your selection process.	*	We already own these systems and they are proprietary to Central Square.
List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.)	*	None. The systems we are needing modified are proprietary to Central Square. We would need to replace the entire system to have other options. That would cost probably over $10 million.

Acknowledgement

I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.	*	Yes
I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.	*	Yes
Date of Acknowledgement	*	Apr 9, 2020

Name	*	Jay Schade
By typing your name, this is equivalent to a legal signature.		

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be re-approved by the Williamson County Purchasing Department following completion of a new Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders. The sole source term is generally aligned with the contract term. In certain cases, the Purchasing Agent may determine that the 14-day public posting in Negometrix is not necessary. This depends on the circumstance of the particular item/service and the type of sole source.

Required Documentation

** Please note you must save this form before uploading any documents

A written quote from the supplier, listing the goods/services and pricing.	*	Mugshot Interface Migration Williamson County.pdf (551 KB) New Payment Vendor for CryWolf Payment Portal Williamson County.pdf (570 KB)
Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the Sole Source provider of the service or item needed.	*	SIGNED Sole Source FORM - WILLIAMSON COUNTY TX SHERIFF.pdf (217 KB)
Notarized Sole Source affidavit completed by the supplier. (Form can be downloaded below)	*	
Sole Source Affidavit		Notarized Sole Source Affidavit.pdf (159 KB)
Signed letter of recommendation from the Elected Official or County Department Head. Must provide a detailed written explanation as to why competitively bidding the product or service would be impracticable and that the cost charged by the supplier is reasonable and customary.	*	Central Square - Sole Source 2020.pdf (86 KB)

WILLIAMSON COUNTY
1848

Randy Barker
CPPO, CPPB
PURCHASING AGENT / DIRECTOR

4/29/20

Williamson County Commissioners Court

Re: Sole Source recommendation for Central Square

Dear County Judge and Commissioners,

Recently our Technology Services Department made a request for qualifying the **sole source purchase of ONESolution CAD from Central Square.** The county currently owns and has been utilizing Central Square's Public Safety software which includes, among other products, CAD (computer-aided dispatch) and RMS (records management system). There are a number of products associated with the public safety technology systems we have. They include OneSolution, TriTech, CryWolf, and Tellus brand software.

The original products were from OSSI Sungard Public Sector. They rebranded in 2017 as Superion, then in 2018, merged with TriTech and other companies to form Central Square. Technology Services has identified needed modifications in the various software which is proprietary to Central Square and there are no other providers who are authorized to modify this software.

After reviewing all documentation requested and provided to me, **I recommend qualifying this request as a sole source purchase, per Texas Local Government Code sections 262.003 (a) and 262.024.(a)(7).**

The process has included the following:

- A signed Sole Source Justification Request
- A letter of justification from the supplier, establishing why their product/service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Jay Schade, Sr. Director of Technology Services
- Posting on Negometrix website for a period of fourteen(14) days to invite potential competition, with no responses received from alternate vendors

If you have any questions or concerns, please contact me at any time.

Sincerely,

Randy Barker

Randy Barker
Williamson County Purchasing Agent / Director
WILLIAMSON COUNTY
512.943.1555
randy.barker@wilco.org
100 Wilco Way, Ste. P101
Georgetown, Texas 78626

Commissioners Court - Regular Session **52.**

Meeting Date: 08/30/2022

Approval of Purchase for Access Card Control System from Stanley Convergent Security Solutions

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of a new Access Card Control System at the Williamson County Expo Center, 5350 Bill Pickett Trail, Taylor, TX 76574, with Stanley Convergent Security Solutions, Inc. in the amount of $154,628.87, pursuant to Sourcewell contract #030421-SCS (current Sourcewell contract for vendor), and authorizing the execution of the agreement.

Background

A Master Service Agreement was approved under agenda item #42 on 03/24/2020 between Stanley Convergent Security Solutions, Inc. and Williamson County for Surveillance Equipment and Monitoring Services under Sourcewell contract#031517-SCS as well as two addendums approved on 06/30/2020 under agenda item #30 and on 10/26/2021 under agenda item #33.
Approval of this project will install a new Access Card Control System throughout the Williamson County Expo Center to include new card readers and a new electronic locking hardware for key areas at twenty-two (22) new doors according to plans provided by Williamson Access Control Department, installing necessary cable from each card reader location to each headend control panel and trimming out and programming of the new doors for this site as there are no existing doors. The proposal includes a detailed scope of work. Funding Source is P591 (EXPO Hail Storm Repairs). Point of contacts are Wendy Dickey-Danzoy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/25/2022 10:24 AM
County Judge Exec Asst.	Becky Pruitt	08/25/2022 11:56 AM
Form Started By: Stephanie Robles		Started On: 08/24/2022 03:38 PM
Final Approval Date: 08/25/2022		

STANLEY
Security

Williamson County Expo
22 Door Access System

Q-[redacted]

Williamson County Expo

August 03, 2022

Prepared For: Nathan Pearl

Prepared By: Bill and Randy



August 03, 2022

Williamson County Expo
210 Carlos Parker Blvd
Taylor, TX 76574

Attn: Nathan Pearl

RE: Access System

Thank you for your time spent reviewing your security needs for your business. It has been a pleasure working with you to develop the solutions to meet your needs at your Taylor location. We understand there are choices when it comes to selecting a security provider and we trust we have demonstrated our ability and commitment to meet your business objectives.

With respect to your efforts regarding security for your facility, we've provided a comprehensive solution design that combines and provides the right level of security you seek while maintaining a cost effective approach. Knowing business needs are truly unique and consistently changing, we have developed a solution that will evolve to meet your business needs.

STANLEY is committed to providing world-class security through over 75+ locations in North America. What does that mean for you? You should expect and receive the best service each and every time you work with STANLEY – that's the STANLEY STANDARD.

STANLEY's Recommendation Includes:

- ✓ Introduction to STANLEY
- ✓ System Objectives & Solutions
- ✓ Equipment Schedule of Protection
- ✓ Services Schedule of Protection
- ✓ STANLEY Investment Options
- ✓ Clarifications

Once again, thank you for the opportunity to be your security partner and look forward to exceeding your expectations.

Sincerely,

Bill Downs
STANLEY Convergent Security Solutions, Inc.
Systems Integrations Sales Consultant
D |

Quote Name: WilCo Expo

Customer Theory of Operation:

Stanley Security will be installing a New Access Card Control System at the Williamson County Expo Center. We are proud to have the opportunity to work at one of Williamson County's Crown Jewels and will insure to apply our exemplary professionalism to this project.

Stanley's NJPA Contract Number: 030421-SCS & the customers NJPA (Sourcewell) member ID# 9076 MSA approved in Commissioner's Court on 3/24/2020

The scope of this project has been Directed by the Williamson County Access Control Department. There is not a RFP for this project due to use of the Sourcewell contract.

The Wilco Access Control Department has provided plans showing the locations of the new card readers and the doors which they will be able to control with the [redacted] Control System. This is a new Lenel Access Control System for this site and there are no existing doors.

It is understood that if the described scope needs to change due to unforeseen obstacles there may be additional cost for the customer. This cost would be based upon the additional need of Parts, Labor and the required Licenses/ permits. The current scope will not require permits or fees.

Stanley to provided and install the following;

- Twenty-Two Doors will have a new Access Card Reader and a new electronic locking hardware for key areas thru out the Expo Center
- Stanley Security will be providing and installing the necessary cable from each card reader location to each of the [redacted] headend control panels With Batteries as noted on parts list.) Customer to provide any needed power requirements for the control panels.
- There will be Four [redacted] headend control panels located in key areas of the building having the card readers.
- Each [redacted] headend control panel (Locations shown on the plans) will communicate via the Wilco IT network to the main Wilco [redacted]
- All cable will be sleeved within conduit for stub ups to the existing drop ceiling and continued conduit for the open ceiling areas.
- Colored Conduit will be used in the open areas in the Main Building Athletic/ Event Center area.
- Wireless Communication will be used to facilitate the Panel to Panel connection between the main Ticket and front Concessions Buildings. Using a wireless communicator eliminates the need for an additional IT drop and the cost of underground conduit installation.

Stanley will be trimming out and programming the new doors/ headend control panels as per Wilco standards.
All electrical Conduit will be run by Big State Electric. Upon completion, Big State will provide As-built digital drawing showing pathways in PDF format. Hole Coring will be done by Big State Electric.
All electronic Locking hardware will be installed by Bentley Lock.
If any locks require local power, that this will be the responsibility of the county to provide a 110v power outlet near the door.

Any work outside of this scope will require a change order.

Solution: Access
Quote: WilCo Expo

Equipment

Quantity	Part Number	Description
2.00	LSP16DRNE8M1WPA	LSP - 16 DOOR NETWORKED
2.00	LSP8DRNE6MWPA	LSP - 8 DOOR NETWORKED
4.00	LNLX2220	INTELLIGENT DUAL READER CONTROLLER
9.00	LNL1320S3	DUAL READER INTERFACE MODULE
9.00	1320SCHRGVAR	HID SURCHARGE FOR LNL-1320-S3
26.00	DS160	REQUEST TO EXIT PIRS LIGHT GRY
7.00	2S31952R5	18(4)+22(2+4+6)1S CMP PROFN 500FT
26.00	18012B	DOOR CONTACT 3/4 RECESSED BRN WITH LEEDS
9.00	ICCMSJHK44	2 J-HOOKS - 25 PACK
1.00	SSSFXDCTRMATGSA	GOVERNMENT PRICE CONTRACTOR MATL
1.00	SSSFXDCTRMATGSA	GOVERNMENT PRICE CONTRACTOR MATL
2.00	2S32952R1	CBLE 1000FTREEL UNJKT PLENUM
12.00	40NKST2000000	SIGNO 40,BLK/SLVR,PIG,CRD PFL T2-SM
10.00	20NKST2000000	SIGNO 20,BLK/SLVR,PIG,CRD PFL T2-SM
1.00	NSM5	NANOSTATION M5 MIMO 5GHZ US VERSION
8.00	FAS1075	12V 7AH SLA BATTERY
4.00	TBD JIC MATL	TBD JIC MATL

Labor

Quantity	Description
1.00	12 MONTHS $0 WARRANTY
164.80	GOVERNMENT INSTALLATION TECHNICIAN II
16.00	GOVERNMENT PROJECT MANAGER II
1.00	DESIGN AND OPERATIONS SUPPORT FEE
1.00	INSTALLATION TRIP CHARGE
12.00	GOVERNMENT INSTALLATION TECHNICIAN II
1.00	GOVERNMENT FIXED PRICE CONTRACTOR LABOR
1.00	GOVERNMENT FIXED PRICE CONTRACTOR LABOR

Summary - Investment Information

STANLEY Security Direct	
Pricing and Deposit Terms	
Total Installation Price*:	$154,628.87
Up-front Deposit*:	$0.00
Total Monthly Fee*:	$0.00

*Prices do not include taxes

STANLEY to Also Provide:

- ✓ Equipment and installation using low voltage wire
- ✓ System setup, test and inspection
- ✓ Customer training
- ✓ Owner's manuals
- ✓ Completed drawing showing device locations

Customer to Provide:
120 vac Power Outlets, Access to Device Locations, Network Connectivity,

Delays in Installation
Abnormal idle time that is incurred by STANLEY Convergent Security Solutions, Inc. employees due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates. All work will be scheduled for normal working hours, Monday through Friday.

Next Steps
In conclusion, we thank you for the opportunity to present our security solutions to address your business needs. We believe these solutions will meet and exceed your business requirements and look forward to working together to implement our solution. Again, we feel the strength of our organization is in our ability to deliver locally in every market. We are eager to be your trusted business partner that will continue to grow with your business. Should you need additional references, we are always ready to demonstrate our past success.

Price Protection:
All prices quoted are valid for thirty (30) days from the date of this recommendation.

NOTE: Equal quality part from a different manufacturer may be substituted to overcome delivery problems or replacement of discontinued items. Substituted item will be of equal or greater value and will meet or exceed original parts specifications.

All products and services provided by STANLEY CSS are subject to STANLEY CSS's standard terms and conditions which can be found at http://www.stanleycss.com/legal.html. Any additional or different terms set forth by Customer, whether in Customer's purchase order or another communication, are expressly objected to and will not be binding on STANLEY CSS unless agreed to in writing by an authorized representative of STANLEY CSS.

Commissioners Court - Regular Session **53.**

Meeting Date: 08/30/2022

Escrow Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an Escrow Agreement with Bruce Nakfoor regarding cedar tree removal for site visibility. If any trees other than cedar trees are removed, any rights to reimbursement of the Escrow Agreement will be forfeited. There is no funding obligation by the County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Escrow Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 08:33 AM
Form Started By: Charlie Crossfield		Started On: 08/24/2022 04:21 PM
Final Approval Date: 08/25/2022		

ESCROW AGREEMENT

This Escrow Agreement is by and between Bruce Nakfoor ("Nakfoor") and Williamson County, Texas ("County").

1. Nakfoor agrees to deposit Five Thousand and No/100 Dollars ($5,000.00) into an escrow account with Sheets & Crossfield, PLLC, within ten (10) days after the Commissioners Court approves this Escrow Agreement.

2. After making the above-described escrow deposit, Nakfoor may proceed to remove all cedar trees from certain County property described in Exhibit "A", attached ("Property"). Nakfoor will consult with Williamson County Parks employee Emsud Horozovic prior to any tree removal.

3. If Nakfoor removes any trees other than cedar trees from the Property, Nakfoor will forfeit any and all rights to reimbursement of Escrow Deposit. After forfeiture, the Escrow Deposit will be released to the County. Emsud Horozovic shall make the sole determination as to whether trees other than cedar trees are removed from the Property.

Dated: _____, 2022

Bruce Nakfoor

_____

Bill Gravel, County Judge



Enter Map Title...

Web Print: 08/22/2022

0 313 626 Feet

Exhibit "A"

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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Commissioners Court - Regular Session **54.**

Meeting Date: 08/30/2022

Release of Prescriptive Easement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Release of Prescriptive Easement for a portion of CR 404 right of way.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Release

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 08:44 AM
Form Started By: Charlie Crossfield		Started On: 08/24/2022 04:27 PM
Final Approval Date: 08/25/2022		

RELEASE OF PRESCRIPTIVE EASEMENT

Portion of CR 404 right-of-way

Date: _____, 2022

Releasor/Prescriptive Easement Owner: WILLIAMSON COUNTY, TEXAS

Releasor's Mailing Address (including county):

Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Williamson County

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

Property (with any improvements):

An easement for public roadway purposes in, over, across and upon that portion of property as described and shown in Exhibit "A" attached hereto and made a part hereof for all purposes.

For valuable consideration, the receipt of which is hereby acknowledged, Releasor/Easement Williamson County does abandon, release, and discharge all of its right, title, and interest in and to the Property forever. Neither Releasor/Easement Owner nor its successors or assigns shall have, claim, or demand any right or title in and to the Property or any part of it whatsoever.

This Release is made subject to the continued rights of existing utilities, if any, as provided by law, and any required adjustment will be at no cost to the Releasor. In addition, this Release is subject to all matters of public record and to all easements, leases, agreements or licenses, or other interests which affect the Property, and to any matter which would be disclosed by title examination, survey, investigation, or inquiry, including but not limited to the rights of parties in possession.

This Release of Easement is given specifically and to release the portion of the public roadway easement across the property shown on Exhibit "A" held by Williamson County for the benefit of the traveling public.

When the context requires, singular nouns and pronouns include the plural.

[signature page follows]

EXECUTED on this the _____ day of _____, 2022.

RELEASOR/EASEMENT OWNER:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

Acknowledgment

STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

This instrument was acknowledged before me on this the _____ day of _____, 2022 by William Gravell, Jr, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

After recording return to:

Sheets & Crossfield
309 East Main
Round Rock, Texas 78664

K:\70391\DESIGN\CR 401-404\CR 404 Abandonment\Exhibit-ROWAbandoned.dgn
08/24/22

RCR TAYLOR

SAMSUNG SITE

365'

828'

PROP CITY ROADWAY

CR 404

ROW TO BE ABANDONED

APPROX. 2.16 AC

N

PRELIMINARY
FOR REVIEW ONLY

0 150 300
HORIZONTAL

EXHIBIT A
ROW TO BE ABANDONED

Commissioners Court - Regular Session **55.**

Meeting Date: 08/30/2022

SE Loop Segment 2 Condemnation Resolution

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.849 acres) required for the construction of Southeast Loop Segment 2. (Bryan A. Gentry, trustee of the Bryan A. Gentry Living Trust/ Parcel 32) Funding Source: TANS: P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 08:47 AM
Form Started By: Charlie Crossfield		Started On: 08/24/2022 04:28 PM
Final Approval Date: 08/25/2022		

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 1.849 acres (Parcel 32) described by metes and bounds in Exhibit "A" owned by **BRYAN A. GENTRY, TRUSTEE OF THE BRYAN A. GENTRY LIVING TRUST.** for the purpose of constructing, reconstructing, maintaining, and operating the Southeast Loop Segment 2 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 No.: 32
Tax ID: R376001
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

December 10, 2021

PROPERTY DESCRIPTION FOR PARCEL 32

DESCRIPTION OF A 1.849 ACRE (80,544 SQ. FT.) PARCEL OF LAND LOCATED IN THE MATHIAS WILBARGER SURVEY, SECTION NO. 15, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 10.483 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BRYAN A. GENTRY, TRUSTEE OF THE BRYAN A. GENTRY LIVING TRUST, RECORDED APRIL 14, 2005 IN DOCUMENT NUMBER 2005027380, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.849 ACRE (80,544 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 1,727.84 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 211+47.30 on the existing north right-of-way line of County Road (C.R.) 139, variable width right-of-way, no record information found, for the southwest corner of said 10.483 acre tract, and the southeast corner of a called 9.48 acre tract of land described in a deed to Manuel Soto and Leticia Jurado Nunez, recorded in Document Number 2020144309, O.P.R.W.C.TX.;

THENCE N 07°37'21" E, with the common line of said 9.48 acre tract and said 10.483 acre tract, a distance of 1,548.56 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,158,394.92, E=3,175,209.86) set 190.00 feet right of Southeast Loop E.C.S 212+79.01 on the proposed south right-of-way line of Southeast Loop, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 07°37'21" E, departing the proposed south right-of-way line of Southeast Loop, with the common line of said 9.48 acre tract and said 1.0483 acre tract, a distance of 388.98 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 193.79 feet left of Southeast Loop E.C.S. 213+42.62, being on the proposed north right-of-way line of Southeast Loop, for the northwest corner of the parcel described herein and the beginning of a curve to the left;

2) **THENCE** departing the common line of said 9.48 acre tract and said 10.483 acre tract, over and across said 10.483 acre tract, along said curve to the left, having a radius of 968.50 feet, through a central angle of 12°27'31", an arc length of 210.60 feet, and a chord which bears N 80°09'32" E, a distance of 210.18 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 209.80 feet left of Southeast Loop E.C.S. 215+72.69, being on the common line of said 10.483 acre tract and a called 19.681 acre tract of land described in a deed to Peggy L. Peterson, and recorded in Document Number 2000073754, for the northeast corner of the parcel described herein;

3) **THENCE** S 07°11'31" W, departing the proposed north right-of-way line of Southeast Loop, with the common line of said 19.681 acre tract and said 10.483 acre tract, a distance of 412.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 190.34 feet right of Southeast Loop E.C.S. 214+70.42, being on the proposed south right-of-way line of Southeast loop, for the southeast corner of the parcel described herein;

THENCE with the proposed south right-of-way line of Southeast Loop, over and across said 10.483 acre tract, the following two (2) courses and distances numbered 4 – 5:

4) S 85°08'59" W, departing the common line of said 19.681 acre tract and said 10.483 acre tract, a distance of 40.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 190.00 feet right of Southeast Loop E.C.S. 214+32.69, being the beginning of a curve to the right, and

5) along said curve to the right, having a radius of 2,465.00 feet, through a central angle of 03°52'14", an arc length of 166.52 feet, and a chord which bears S 87°05'06" W, a distance of 166.49 feet to the **POINT OF BEGINNING**, and containing 1.849 acres (80,544 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

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

That I, Scott C. Brashear, 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.

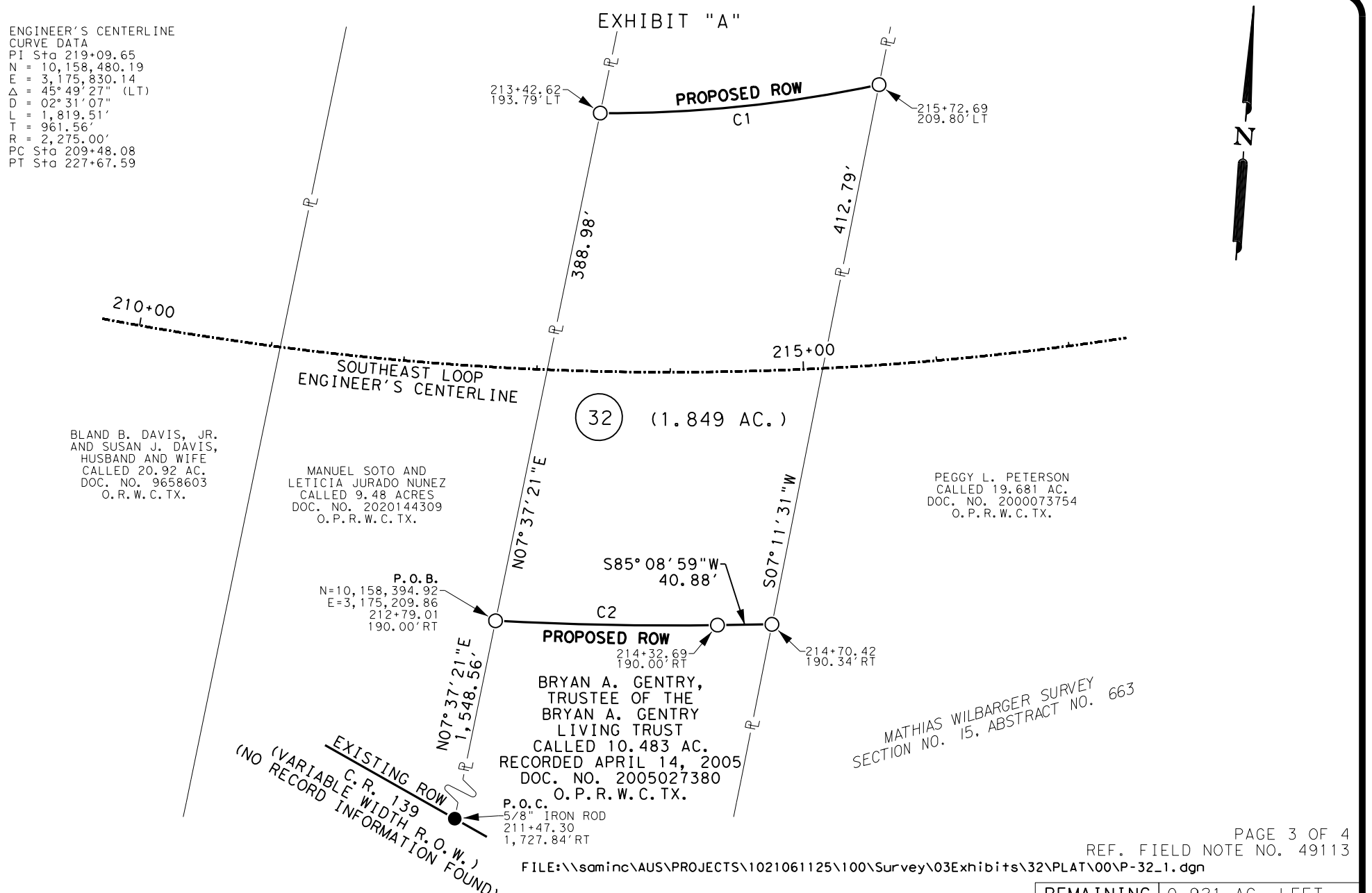
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Preliminary
12/10/2021 10:31:40 AM

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



REF. FIELD NOTE NO. 49113

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\32\PLAT\00\P-32_1.dgn

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

				REMAINING	0.921 AC. LEFT
EXISTING	10.483 AC.	ACQUIRE	1.849 AC.	REMAINING	7.713 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BRYAN A. GENTRY, TRUSTEE OF THE
BRYAN A. GENTRY LIVING TRUST
TAX ID: R376001
PARCEL 32
1.849 AC. (80,544 SQ. FT.)

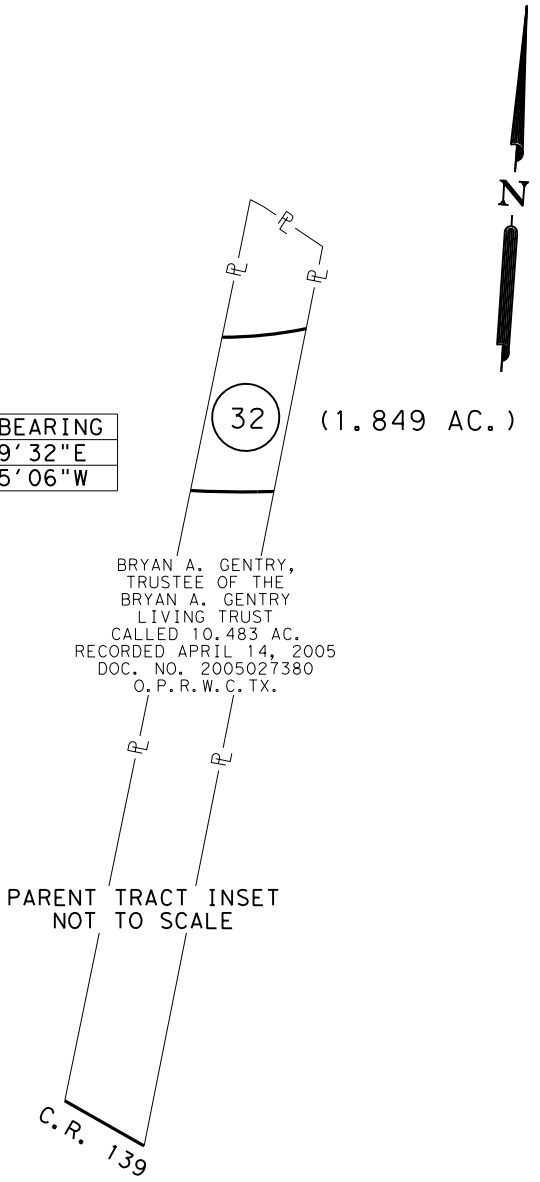
LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	12°27'31"LT	968.50'	210.60'	210.18'	N80°09'32"E
C2	03°52'14"RT	2,465.00'	166.52'	166.49'	S87°05'06"W



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOTSHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

REF. FIELD NOTE NO. 49113

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\32\PLAT\00\P-32_1.dgn

EXISTING	10.483 AC.	ACQUIRE	1.849 AC.	REMAINING	0.921 AC. LEFT
				REMAINING	7.713 AC. RIGHT

Preliminary

12/10/2021 10:31:53 AM

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BRYAN A. GENTRY, TRUSTEE OF THE
BRYAN A. GENTRY LIVING TRUST
TAX ID: R376001
PARCEL 32
1.849 AC. (80,544 SQ. FT.)

Commissioners Court - Regular Session **56.**

Meeting Date: 08/30/2022

SE Loop Segment 2 Condemnation Resolution

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.378acres) required for the construction of Southeast Loop Segment 2. (JC Family Trust/ Parcel 56) Funding Source: TANS: P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 08:48 AM
Form Started By: Charlie Crossfield		Started On: 08/24/2022 04:31 PM
Final Approval Date: 08/25/2022		

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 0.378 acres (Parcel 56) described by metes and bounds in Exhibit "A" owned by **JC FAMILY TRUST** for the purpose of constructing, reconstructing, maintaining, and operating the Southeast Loop Segment 2 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 No.: 56
Tax ID: R327168
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

January 7, 2022

PROPERTY DESCRIPTION FOR PARCEL 56

DESCRIPTION OF A 0.378 ACRE (16,481 SQ. FT.) PARCEL OF LAND LOCATED IN THE MATHIAS WILBARGER SURVEY, SECTION NO. 15, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A REMAINDER OF A CALLED 22.457 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO JC FAMILY TRUST, RECORDED OCTOBER 30, 1996 IN DOCUMENT NO. 1996058337, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.378 ACRE (16,481 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 2,046.73 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 216+30.32 on the existing north right-of-way line of County Road (C.R.) 139, variable width right-of-way, no record information found, for the southwest corner of a called 6.298 acre tract of land, described in a deed to Coneen Cantley, recorded in Document No. 2021038593, O.P.R.W.C.TX.;

THENCE N 07°46'10" E, departing the existing north right-of-way line of said C.R. 139, with the west line of said 6.298 acre tract, a distance of 2,080.13 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.00 feet right of Southeast Loop E.C.S 222+27.86 on the proposed south right-of-way line of Southeast Loop, said point being the beginning of a curve to the left;

THENCE departing the west line of said 6.298 acre tract, with the proposed south right-of-way line of said Southeast Loop and said curve to the left, over and across said 6.298 acre tract, an arc distance of 111.09 feet, through a delta of 02°37'40", having a radius of 2,422.00 feet, and a chord that bears N 59°31'44" E, a distance of 111.08 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,158,711.30, E=3,176,286.22) set 147.00 feet right of Southeast Loop E.C.S. 223+32.20 on the common line of said remainder of a called 22.457 acre tract and said 6.298 acre tract, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 07°46'10" E, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said remainder of a called 22.457 acre tract and said 6.28 acre tract, a distance of 197.93 feet to a calculated point in the center of Brushy Creek, same being the south line of a remainder of a called 10.00 acre tract of land, described in a deed to Swindoll Investments LP, recorded in Document No. 2017041967, O.P.R.W.C.TX., for the northwest corner of the parcel described herein;

THENCE departing the common line of said remainder of a called 22.457 acre tract and said 6.28 acre tract, with the center line of said Brushy Creek, same being the common line of said remainder of a called 10.00 acre tract and said remainder of a called 22.457 acre tract, the following four (4) courses and distances numbered 2-5:

2) S 58°42'55" E, a distance of 34.65 feet to a calculated point,

3) S 57°59'10" E, a distance of 63.37 feet to a calculated point,

4) S 60°06'39" E, a distance of 46.14 feet to a calculated point, and

5) S 58°22'32" E, a distance of 34.49 feet to a calculated point 147.00 feet right of Southeast Loop E.C.S. 225+26.84 on the proposed south right-of-way line of said Southeast Loop, same being the common line of said remainder of a called 22.457 acre tract and a called 10 acre tract of land, described as Tract Twelve in a deed to Swindoll Investments LP, recorded in Document No. 2008093458, O.P.R.W.C.TX., for the northeast corner of the parcel described herein, said point being the beginning of a curve to the right;

6) **THENCE** departing the common line of said remainder of a called 22.457 acre tract and said Tract Twelve, with the proposed south right-of-way line of Southeast Loop and said curve to the right, over and across said remainder of a 22.457 acre tract, an arc distance of 207.22 feet, through a delta of 04°54'08", having a radius of 2,422.00 feet, and a chord that bears S 60°02'41" W, a distance of 207.16 feet to the **POINT OF BEGINNING**, and containing 0.378 acres (16,481 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

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

That I, Scott C. Brashear, 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 Austin, Travis County, Texas, on the date shown below.

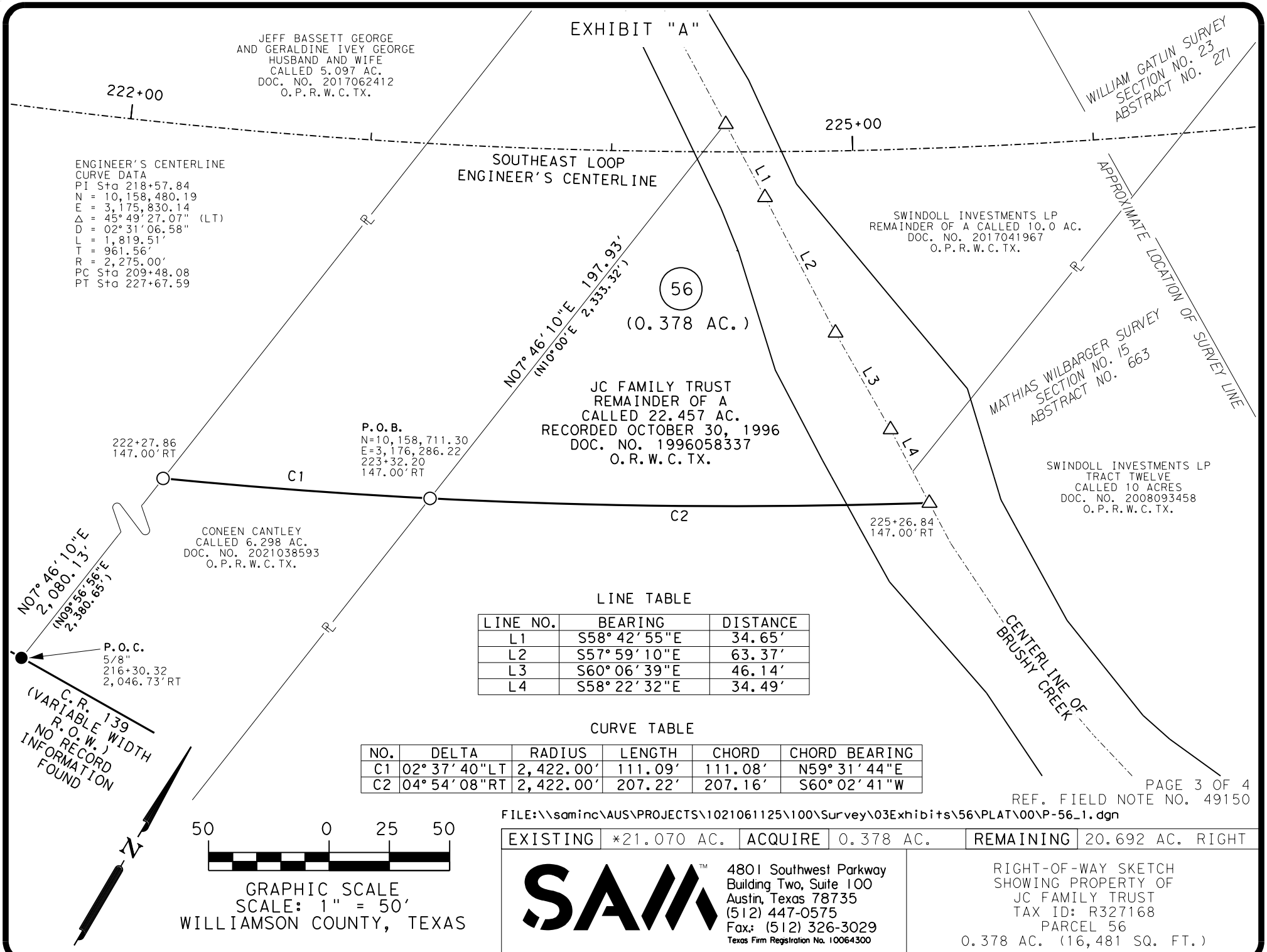
Preliminary

01/06/2022 8:59:57 AM

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S58°42'55"E	34.65'
L2	S57°59'10"E	63.37'
L3	S60°06'39"E	46.14'
L4	S58°22'32"E	34.49'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°37'40"LT	2,422.00'	111.09'	111.08'	N59°31'44"E
C2	04°54'08"RT	2,422.00'	207.22'	207.16'	S60°02'41"W

REF. FIELD NOTE NO. 49150

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\56\PLAT\00\P-56_1.dgn

EXISTING	*21.070 AC.	ACQUIRE	0.378 AC.	REMAINING	20.692 AC. RIGHT

50 0 25 50

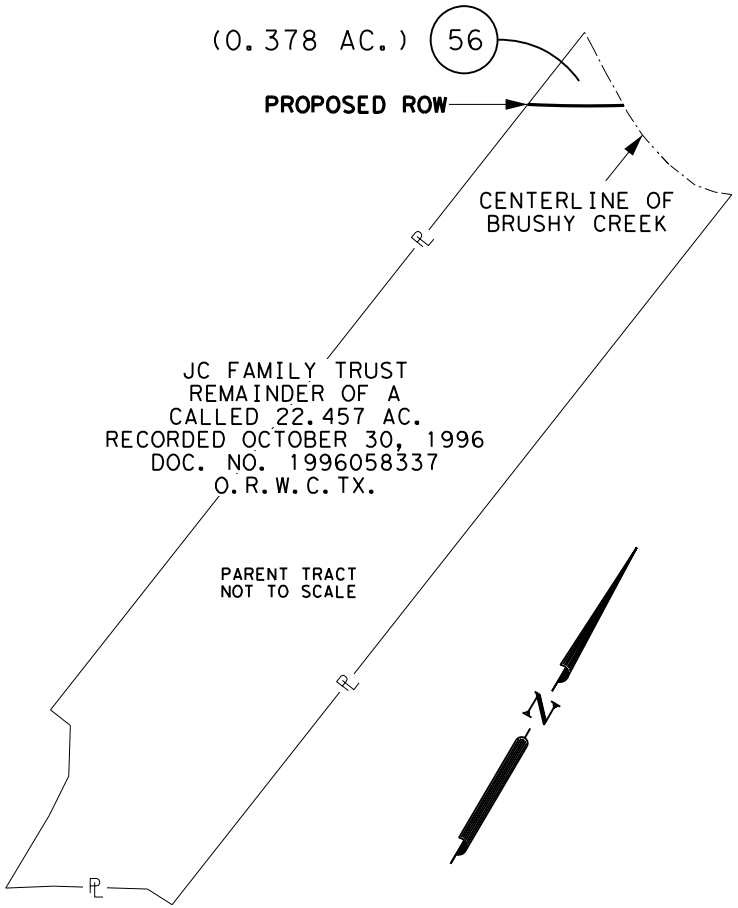
GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JC FAMILY TRUST
TAX ID: R327168
PARCEL 56
0.378 AC. (16,481 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOTSHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
5. * ACREAGE CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Preliminary

01/06/2022 9:00:04 AM

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

REF. FIELD NOTE NO. 49150

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\56\PLAT\00\P-56_1.dgn

EXISTING	*21.070 AC.	ACQUIRE	0.378 AC.	REMAINING	20.692 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JC FAMILY TRUST
TAX ID: R327168
PARCEL 56
0.378 AC. (16,481 SQ. FT.)

Commissioners Court - Regular Session **57.**

Meeting Date: 08/30/2022

T2232 Hairy Man Rd/Brushy Creek Rd Improvements Notice of Termination (NOT)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for Hairy Man Rd/Brushy Creek Rd Improvements, a Road Bond project in Commissioner Pct. 3. P: 284 Funding Source: Road Bond.

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The Construction activities on Hairy Man Rd/Brushy Creek Rd Improvements have been completed including final stabilization.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T2232-HairyManRdBrushkyCreekRd_NOT

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 11:54 AM
Form Started By: Julissa Vasquez		Started On: 08/22/2022 06:56 AM
Final Approval Date: 08/25/2022		

Texas Commission on Environmental Quality

Construction Notice of Termination

TXR1598DY

Site Information (Regulated Entity)

What is the name of the site to be authorized?	HAIRY MAN ROAD BRUSHY CREEK ROAD IMPROVEMENTS
Does the site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	HAIRY MAN / BRUSHY CREEK - ROADWAY WIDENING, GRADING, RETAINING WALLS, DRAINAGE STRUCTURES, AND GUARDRAIL.
City	ROUND ROCK
State	TX
ZIP	78681
County	WILLIAMSON
Latitude (N) (##.######)	30.519
Longitude (W) (-###.######)	-97.7452
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	RN111147500
What is the name of the Regulated Entity (RE)?	HAIRY MAN ROAD BRUSHY CREEK ROAD IMPROVEMENTS
Does the RE site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	HAIRY MAN / BRUSHY CREEK - FROM WALSH DR TO SAM BASS RD, ROADWAY WIDENING, GRADING, RETAINING WALLS, DRAINAGE STRUCTURES, AND GUARDRAIL.
City	ROUND ROCK
State	TX
ZIP	78681
County	WILLIAMSON
Latitude (N) (##.######)	30.519
Longitude (W) (-###.######)	-97.7452
Facility NAICS Code	
What is the primary business of this entity?	

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government

Full legal name of the applicant:

Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978

State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	BILL
Middle	
Last	GRAVELL
Suffix	JR
Credentials	
Title	COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5127449082
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	ROADS@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	
First	Julissa
Middle	
Last	Vasquez
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACTS ADMINISTRATOR
Enter new address or copy one from list:	

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664

Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	juvasquez@HNTB.COM

Construction Notice of Intent - Termination Reason

What is the reason for terminating this authorization? (See instructions for descriptions of reasons.)	Final stabilization has been achieved.

Commissioners Court - Regular Session **58.**

Meeting Date: 08/30/2022

2138 CR 101 Notice of Termination (NOT)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for CR 101, a Road Bond project in Commissioner Pct. 4. P: 269 Funding Source: Road Bond.

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The Construction activities on CR 101 have been completed including final stabilization.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2138-CR 101 Notice of Termination

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 11:55 AM
Form Started By: Julissa Vasquez		Started On: 08/22/2022 11:24 AM
Final Approval Date: 08/25/2022		

Texas Commission on Environmental Quality

Construction Notice of Termination

TXR1560AS

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 101
Does the site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	CR 101 - CONSTRUCTION OF A ROADWAY CONSISTING OF GRADING, BASE, HMAC, AND BRIDGE STRUCTURES FROM US 79 TO NORTH OF CHANDLER ROAD
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.######)	30.554117
Longitude (W) (-###.######)	-97.483197
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	RN110896214
What is the name of the Regulated Entity (RE)?	CR 101
Does the RE site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	CR 101 - CONSTRUCTION OF A ROADWAY CONSISTING OF GRADING, BASE, HMAC, AND BRIDGE STRUCTURES FROM US 79 TO NORTH OF CHANDLER ROAD
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.######)	30.554117
Longitude (W) (-###.######)	-97.483197
Facility NAICS Code	
What is the primary business of this entity?	

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	

DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	BILL
Middle	
Last	GRAVELL
Suffix	JR
Credentials	
Title	COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5127449082
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	ROADS@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	
First	Julissa
Middle	
Last	Vasquez
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMINISTRATOR
Enter new address or copy one from list:	

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	

Fax (###-###-####)	
E-mail	Juvasquez@HNTB.COM

Construction Notice of Intent - Termination Reason

What is the reason for terminating this authorization? (See instructions for descriptions of reasons.)	Final stabilization has been achieved.

Meeting Date: 08/30/2022
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 332
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for the futre County Road.
f) Discuss the acquisition of real property for Bud Stockton Extension.
g) Discuss the acquisition of real property for CR 305/307.
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 right-of-way for Hero Way.
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 right of way for Corridor E.
v) Discuss acquisition of right of way for County Road 245.
w) Discuss acquisition of right of way for CR 401/404.
x) Discuss acquisition of right of way for Liberty Hill Bypass.

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	08/25/2022 08:49 AM
Form Started By: Charlie Crossfield		Started On: 08/25/2022 07:19 AM
Final Approval Date: 08/25/2022		

Commissioners Court - Regular Session **60.**

Meeting Date: 08/30/2022

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
h) Project Crystal Lagoon
i) Project Phantom
j) Project World
k) Project Mellencamp

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/25/2022 08:49 AM
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