NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
September 27, 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 – 27)

3. 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	0545.0545.003001	Small Equipment	$2,339.47
From	0545.0545.004415	Vehicle Deductible	$961.84
To	0545.0545.004430	Utilities	$3,301.31

4. Discuss, consider, and take appropriate action on a line item transfer for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0576-004102	Residential Services	32,295.00
To	0100-0576-001107	Temp/Seasonal Labor	30,000.00
To	0100-0576-002010	FICA	2,295.00

5. 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	0100.0560.003008	LE Equipment	$50,000.00
From	0100.0560.003311	Uniforms	$25,000.00

From	0100.0560.004100	Professional Services	$25,000.00
To	0100.0570.003316	Medical/Hospital	$100,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004810	Landscape Services	$1,749.50
From	0100.0509.003319	Pest Control	$2,213.06
To	0100.0509.001110	Overtime	$3,200.00
To	0100.0509.002010	FICA	$244.80
To	0100.0509.002020	Retirement	$517.76

7. Discuss, consider, and take appropriate action acknowledging line item transfers of $500 or less completed by the County Auditor during July - September 2022 (FY22 4th quarter).

8. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including One (1) 2010 Chevrolet Impala Vin #0273, pursuant to Tx. Local Gov't Code 263.152.

9. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including two (2) 2014 Chevrolet Tahoes, Vin #1259 and Vin #7981 , pursuant to Tx. Local Gov't Code 263.152.

10. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Inner Department Transfer including One (1) 2012 Chevrolet Tahoe Vin #7082, pursuant to Tx. Local Gov't Code 263.152.

11. Discuss, consider and take appropriate action to approve Justice of The Peace, Pct. 1, August 2022 Monthly Report, in compliance with Code of Crim Proc.§103.005.

12. Discuss, consider and take appropriate action regarding appointing Beatriz Bocanegra as Assistant County Veteran Service Officer.

13. Discuss, consider and take appropriate action canceling Commissioners Court for Tuesday, November 29, 2022 and Tuesday, December 27, 2022.

14. Discuss, consider and take appropriate action to ratify the application by Williamson County Constable Precinc No. 4 for the Criminal Justice Division Bullet Resistant Shield Grant Program.

15. Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelte to apply for a grant to aid in the care of shelter dogs and community cats from the Best Friends Animal Society

16. Discuss, consider and take appropriate action on approving the purchase of Tax Statement Printing and Mailir from Variverge pursuant to Montgomery County Interlocal Agreement (ILA), in the amount of $86,335.00.

17. Discuss, consider, and take appropriate action on awarding RFP #22RFP122 for EMS Electronic Patient Monitoring (ePCR) to the highest scoring proposer, ESO Solutions, Inc., in the amount of $66,805.00 and authorize execution of the agreement.

18. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for EMS Agency Evaluation, under RFP #22RFP149.

19. Discuss, consider, and take appropriate action on approving the agreement and the addendum between Williamson County and LexisNexis for subscription services in the amount of $4,644.00 and authorizing the execution of the agreement and the addendum.

20. Discuss, consider, and take appropriate action on extending the Professional Services Agreement (PSA) with Todd C. Harris, P.C. for Dental Services at the Williamson County Jail for the annual amount of $98,500.00 for the term of October 1, 2022 - September 30, 2023 and exempting this service from competitive bidding requirements as per Texas Local Government Code Sec. 2254.002 (2)(A)(v) Medicine and authorizing the execution of the agreement.

21. Discuss, consider, and take appropriate action on extending the Professional Services Agreement (PSA) with Ghulam M. Khan, M.D. for Psychiatric Medical Services at the Williamson County Jail for the annual amount of $84,744.00 for the term of October 1, 2022 - September 30, 2023 and exempting this service from competitive bidding requirements as per Texas Local Government Code Sec. 2254.002 (2)(A)(v) Medicine, and authorizing the execution of the agreement.

22. Discuss, consider and take appropriate action on approving the Agreement between Williamson County and Carrier Corporation for Chillers Installation, Maintenance and Related Services in not-to-exceed amount of $500,000.00 per year, per the terms of the BuyBoard contract #638-21 and authorizing the execution of this agreement.

23. Discuss, consider and take appropriate action on approving the Addendum to Contract Renewal between Air Conditioning Innovative Solutions, Inc. d/b/a Team Services and Williamson County for HVAC and Plumbing Maintenance Services, in the not-to-exceed-amount of $400,000.00, pursuant to TIPS COOP #210205 and authorizing the execution of the agreement.

24. Discuss, consider and take appropriate action on accepting a report from Chasco Constructors, Change Order No. 5 for the Expo Improvements project (P562) for time extension only. This is a no-cost change order for a time extension of 38 days, extending contract to October 31, 2022. Funding Source is P562.

25. Discuss, consider and take appropriate action on Supplemental Work Authorization No 5 to Work Authorization No 1 under Williamson County Contract between Texas A&M Transportation Institute (TTI) and Williamson County dated April 26, 2016 for Foam Asphalt Pavement Design. 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 approval of the preliminary plat for the Reserve at Balcones private subdivision – Precinct 2.

27. Discuss, consider and take appropriate action on approval of the final plat for the Serenity Springs Phase 1 private subdivision – Precinct 2.

REGULAR AGENDA

28. Discuss and hear a presentation by Texas Association of Counties recognizing Williamson County's 2022 County Best Practices Award for "What Every Teen Should Know About Texas Law" submitted by Hon. Evelyn McLean, Williamson County Justice of the Peace Precinct 3 – Rhita Koches, TAC County Relations Officer.

29. Discuss, consider and take appropriate action on proclamation on suicide prevention awareness and recognizing September 2022 as National "Suicide Prevention Awareness Month".

30. Discuss, consider and take appropriate action authorizing the County Auditor to transfer sufficient monies from cash ending balance of fiscal year 2021-2022 to balance the county budget for 2022-2023.

31. Discuss, consider and take appropriate action authorizing the County Auditor to make any line item transfers necessary to complete the 2021-2022 budget within individual funds.

32. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$1,937.00

33. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	$1,937.00

34. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$723.00

35. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$723.00

36. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	$1,442.86
	0546.0546.003670	Use of Donations	$140,109.79
	0546.0546.004100	Professional Services	$7,242.91
	0546.0546.004105	Foster Home Care	$1,980.00
	0546.0546.004231	Travel	$952.10
	0546.0546.004232	Training	$740.20
	0546.0546.004509	Facility Enhancements	$260.00
	0546.0546.004975	Animal Medical Care	$250.00

37. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	$140,109.79
	0546.0000.367440	Jane's Fund Donations	$7,242.91
	0546.0000.367442	Play Yard Donations	$260.00
	0546.0000.367443	Heart Worm Donations	$250.00
	0546.0000.367445	SIT Team Donations	$740.20
	0546.0000.367447	Animal Transport Donations	$952.10
	0546.0000.367448	Kitten Care Donations	$1,980.00
	0546.0000.370150	Sales of Pet Care Products	$1,442.86

38. Discuss, consider, and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $150,000 from P271 (Seward Junction SE) and $150,000 from P274 (Seward Junction SW) to P277 (CR 258 Extension).

39. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Paloma Lake Municipal Utility District #1 for off duty contracting of County Sheriff Deputies to be effective October 1, 2022.

40. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Fellowship Church for off duty contracting of County Sheriff Deputies to be effective October 1 2022 (Traffic control and security during various church services in Round Rock).

41. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Parkside on the River Municipal Utility District #1 for off duty contracting of County Sheriff Deputies to be effective October 1, 2022.

42. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with City National Bank for off duty contracting of County Sheriff Deputies to be effective October 1 2022 (Security for ATM refills in Eastern Williamson County).

43. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Taylor Rodeo Association for off duty contracting of County Sheriff Deputies to be effective October 1, 2022 (Security/Traffic control for Taylor Rodeo at the Williamson County Expo Center).

44. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Oak Grove Cumberland Presbyterian Church for off duty contracting of County Sheriff Deputie to be effective October 2, 2022 (Security for Revival at the Church in Georgetown).

45. Discuss, consider, and take appropriate action on approving agreement for Fire Alarm Monitoring with Firetrol Protection Systems, Inc. for the Parks Department Headquarters Building and authorizing the execution of the agreement.

46. Discuss, consider, and take appropriate action on approving the Addendum to IFB #22IFB137 for EMS Medica Supplies to support the operations of Williamson County Emergency Medical Services between Williamson County and Stryker Sales, LLC. and authorizing the execution of the agreement.

47. Discuss, consider, and take appropriate action on approving a Professional Services Agreement (PSA) throug RFQ #21RFSQ2 for the Jail South Gym Renovation to the most qualified firm, Johnston, LLC, in the amount u to $105,000.00 and authorize execution of the agreement.

48. Discuss, consider, and take appropriate action on awarding RFQ #22RFSQ133 Engineering Services for Seward Junction Loop North of SH 29 at Ronald Reagan to LJA Engineering, Inc. in the not-to-exceed amoun of $1,000,000.00 and authorize execution of the agreement. Funding Source is P598.

49. Discuss, consider, and take appropriate action on awarding RFQ #22RFSQ134 Engineering Services for Development of Schematic for Chandler Road from SH130 to SH95 to BGE, Inc, and DEC Central Texas LLC in the not-to-exceed amount of $1,000,000.00 each and authorize execution of the agreements. Funding Source is P600.

50. Discuss, consider, and take appropriate action on awarding IFB #22IFB141 CR258 Extension to the lowest an best bidder, Joe Bland Construction, L.P, in the amount of $5,836,754.36. Funding Source is P277.

51. Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the CR 245 Project, a 2019 Road Bond project in Commissioner Pct. 3. Project: P353 Funding: Road Bond

52. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the Ronald Reagan Widening Project, a Road Bond Project in Commissioner Pct. 2.
Project Number: P336 Fund Source: Road Bonds

53. Discuss, consider and take appropriate action on a Right of Entry request from Jonah Special Utility District for Land Surveying and Geotechnical Services needed for the County Road 100/118 Road and Bridge project. (Parcel R373126)

54. Discuss, consider and take appropriate action on a Roadway Easement with The City of Round Rock for 1.020 acres needed on the Corridor H/Sam Bass Road project. (Parcel 6) Funding Source: Road Bonds P462

55. Discuss, consider and take appropriate action on a real estate contract with Martha Jane Beiter and Kevin M. Beiter for 11.122 acres of ROW needed on the Liberty Hill Bypass. (Parcel 40) Funding Source: Road Bonds P346.

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56. Discuss, consider and take appropriate action on a real estate contract with LPL Investments, LP for 6.254 acres of ROW needed on Southeast Loop Segment 2. (Parcel 40) Funding Source: TANS P#588

57. Discuss, consider and take appropriate action on a Longitudinal Pipeline Agreement – Right-of-Way License Agreement with Union Pacific Railroad Company in regard to the CR 401/CR 404 project authorizing the county to construct two culverts within UPRR Right-of-Way. Project: P390 Fund Source: Road Bonds

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)."

58. 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 partie

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 Seward Junction SE and SW Loop.
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 Stree

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(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.

59. 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

60. 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-00049-LY; 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 v. Purdue Pharma, LP, et al.; In the 368th Judicial District Court of Williamson County, Texas
3. Civil Action No. 1:20-cv-00842-RP; 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-00074-LY; 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-LY; 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-RP; Imani Nembhard v. Williamson County, Robert Chody, and Christopher Pisa; In the United States District Court for the Western District of Texas, Austin Division
8. Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin

Division
9. Civil Action No. 1:21-cv-00480-RP; Gloria Cowin, Individually and on behalf of the Estate of Patrick Dupre v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
10. Civil Action No. 1:21-cv-00481-LY; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County; In the United States District Court for the Western District of Texas, Austin Division
11. Civil Action No. 1:21-cv-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
12. Civil Action No. 1:21-cv-00834-RP; Skylar Leal v. Williamson County, Texas and Lorenzo Hernandez Jr.; In the United States District Court for the Western District of Texas, Austin Division
13. Cause No. 22-0159-C395; Gary Watsky v. Williamson County Sheriff Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
14. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court 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 of 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. 4:22-cv-00576-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.; In the 425th Judicial District Court of Williamson County, Texas
20. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
21. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
22. Cause No. 3SC-22-0147; Debora Garcia-Valentin and Ariel Valentin v. Williamson County Animal Shelter; In the Justice Court, Precinct Three, of Williamson County, Texas

c. EEOC/TWC matters:

d. Claims:

e. Other:

1. Legal matters pertaining to the Emergency Communications Department.
2. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
3. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
4. 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.
5. Legal matters pertaining to DM Medical Billings, LLC

61. 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).

62. 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).

63. 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)

64. Discuss and take appropriate action concerning economic development.

65. Discuss and take appropriate action concerning real estate.

66. 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.

b. Litigation:

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2. Cause No. 19-0850-C368; County of Williamson v. Purdue Pharma, LP, et al.; In the 368th Judicial District Court of Williamson County, Texas
3. Civil Action No. 1:20-cv-00842-RP; 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-00074-LY; 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-LY; 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-RP; Imani Nembhard v. Williamson County, Robert Chody, and Christopher Pisa; In the United States District Court for the Western District of Texas, Austin Division
8. Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
9. Civil Action No. 1:21-cv-00480-RP; Gloria Cowin, Individually and on behalf of the Estate of Patrick Dupre v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
10. Civil Action No. 1:21-cv-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
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12. Civil Action No. 1:21-cv-00834-RP; Skylar Leal v. Williamson County, Texas and Lorenzo Hernandez Jr.; In the United States District Court for the Western District of Texas, Austin Division
13. Cause No. 22-0159-C395; Gary Watsky v. Williamson County Sheriff Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
14. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court 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 of 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
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c. EEOC/TWC matters:

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e. Other:

1. Legal matters pertaining to the Emergency Communications Department.
2. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
3. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
4. 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.
5. Legal matters pertaining to DM Medical Billings, LLC

67. 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.

68. Comments from Commissioners.

69. 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 23rd day of September 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: 09/27/2022

Animal Shelter Line Item Transfer

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 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 $2,339.47 from 3001 and $961.84 from 4415 into 4430. This would give the shelter $3,301.31 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	0545.0545.003001	Small Equipment	$2,339.47
From	0545.0545.004415	Vehicle Deductible	$961.84
To	0545.0545.004430	Utilities	$3,301.31

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/19/2022 12:59 PM
Budget Office	Saira Hernandez	09/21/2022 09:37 AM
Form Started By: Misty Valenta		Started On: 09/19/2022 10:17 AM
Final Approval Date: 09/21/2022		

Commissioners Court - Regular Session **4.**

Meeting Date: 09/27/2022

Budget Line Item Transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Requesting a line item transfer from Residential Services into Temp/Seasonal due to unexpected long-term staffing shortages requiring us to utilize more Temp/Seasonal budget than originally anticipated to maintain minimum staffing ratios. If approved, we anticipate this transfer of funds will be adequate to carry us through the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0576-004102	Residential Services	32,295.00
To	0100-0576-001107	Temp/Seasonal Labor	30,000.00
To	0100-0576-002010	FICA	2,295.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2022 09:20 AM
Budget Office	Saira Hernandez	09/21/2022 09:37 AM
Form Started By: Denise Carlson		Started On: 09/20/2022 10:40 AM
Final Approval Date: 09/21/2022		

Commissioners Court - Regular Session **5.**

Meeting Date: 09/27/2022

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 from SO to Corrections and is being requested to cover inmate medical/hospital expenses. This is due to the continual increase in medical/hospital costs and number of inmates requiring medical assistance.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.003008	LE Equipment	$50,000.00
From	0100.0560.003311	Uniforms	$25,000.00
From	0100.0560.004100	Professional Services	$25,000.00
To	0100.0570.003316	Medical/Hospital	$100,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2022 09:24 AM
Budget Office	Saira Hernandez	09/21/2022 09:37 AM
Form Started By: Terri Countess		Started On: 09/21/2022 08:20 AM
Final Approval Date: 09/21/2022		

Commissioners Court - Regular Session **6.**

Meeting Date: 09/27/2022

Line Item Transfer

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds for the remainder of the FY for Overtime.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004810	Landscape Services	$1,749.50
From	0100.0509.003319	Pest Control	$2,213.06
To	0100.0509.001110	Overtime	$3,200.00
To	0100.0509.002010	FICA	$244.80
To	0100.0509.002020	Retirement	$517.76

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2022 09:21 AM
Budget Office	Saira Hernandez	09/21/2022 09:33 AM
Facilities Management (Originator)	Gina Wrehsnig	09/21/2022 09:47 AM
County Judge Exec Asst.	Becky Pruitt	09/21/2022 10:10 AM
Budget Office	Saira Hernandez	09/21/2022 11:13 AM
Budget Office	Saira Hernandez	09/21/2022 11:14 AM
Form Started By: Gina Wrehsnig		Started On: 09/20/2022 03:13 PM
Final Approval Date: 09/21/2022		

Commissioners Court - Regular Session **7.**

Meeting Date: 09/27/2022

Line Item Transfer Authorization for Balance of Fiscal Year 22

Submitted For: Melanie Denny **Submitted By:** Nancy Schiller, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action acknowledging line item transfers of $500 or less completed by the County Auditor during July - September 2022 (FY22 4th quarter).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LIT FY22- 4th QTR

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2022 10:39 AM
Form Started By: Nancy Schiller		Started On: 09/21/2022 08:06 AM
Final Approval Date: 09/22/2022		

FY22 LIT's Equal to or Less Than $500

Dept	*From/To*	*Line #*					*Amount*
Human Resources	From	01	0100	0402	003100	$	10.63
	To	01	0100	0402	004999	$	10.63
Road & Bridge	From	01	0200	0210	005730	$	200.00
	To	01	0200	0210	003302	$	200.00
County Attorney	From	01	0100	0475	003100	$	96.00
	To	01	0100	0475	004410	$	96.00
J.P. Precinct 2	From	01	0100	0452	003100	$	454.00
	To	01	0100	0452	003006	$	454.00
Road & Bridge	From	01	0200	0210	005730	$	300.00
	To	01	0200	0210	003109	$	300.00
Constable Precinct 4	From	01	0100	0554	004621	$	36.31
	To	01	0100	0554	003004	$	36.31
Human Resources	From	01	0100	0402	003100	$	0.22
	To	01	0100	0402	003010	$	0.22
Emergency Management	From	01	0100	0541	003200	$	374.00
	To	01	0100	0541	003100	$	374.00
911 Communications	From	01	0100	0581	004210	$	200.00
	To	01	0100	0581	003003	$	200.00
Co Tax Assessor Collector	From	01	0100	0499	003011	$	450.00
	To	01	0100	0499	003120	$	450.00
Road & Bridge	From	01	0200	0210	005700	$	500.00
	To	01	0200	0210	003556	$	500.00
Information Technology	From	01	0100	0503	003011	$	344.87
	To	01	0100	0503	004541	$	344.87
Mobile Outreach Department	From	01	0100	0341	003002	$	475.00
	To	01	0100	0341	004541	$	475.00
On-Site Sewage Facilities	From	01	0100	0661	004310	$	100.00
	To	01	0100	0661	004350	$	100.00
Parks Department	From	01	0100	0510	004999	$	117.00
	To	01	0100	0510	001110	$	117.00

Constable Precinct 3	From	01	0100	0553	003311	$	100.00
	To	01	0100	0553	004410	$	100.00
Co Tax Assessor Collector	From	01	0100	0499	003601	$	195.00
	To	01	0100	0499	003900	$	195.00
District Attorney	From	01	0100	0440	003398	$	500.00
	To	01	0100	0440	003301	$	500.00
Constable Precinct 3	From	01	0100	0553	004350	$	60.00
	To	01	0100	0553	003601	$	60.00
Adult Probation	From	01	0100	0572	003006	$	499.00
	To	01	0100	0572	003301	$	499.00
Co Tax Assessor Collector	From	01	0100	0499	004212	$	450.00
	To	01	0100	0499	003006	$	450.00
District Courts	From	010	0100	0435	004100	$	500.00
	To	01	0100	0435	004933	$	500.00
Emergency Services Department	From	01	0100	0583	003120	$	496.00
	To	01	0100	0583	004999	$	496.00
Constable Precinct 4	From	01	0100	0554	004212	$	500.00
	From	01	0100	0554	004212	$	4.00
	To	01	0100	0554	003008	$	500.00
	TO	01	0100	0554	004231	$	4.00
J.P. Precinct 3	From	01	0100	0453	004999	$	0.81
	To	01	0100	0453	004141	$	0.81
County Court at Law 1	From	01	0100	0426	004999	$	55.57
	To	01	0100	0426	004010	$	55.57
County Jail	From	01	0100	0570	004350	$	400.00
	To	01	0100	0570	003101	$	400.00
County Sheriff	From	01	0100	0560	004212	$	204.00
	To	01	0100	0560	004216	$	204.00
Extension Service	From	01	0100	0665	004999	$	100.00
	To	01	0100	0665	004231	$	100.00
J.P. Precinct 3	From	01	0100	0453	004002	$	42.14
	To	01	0100	0453	004141	$	42.14

County Court at Law 2	From	01	0100	0427	004999	$	100.00
	From	01	0100	0427	003010	$	25.00
	To	01	0100	0427	003900	$	125.00
District Attorney	From	01	0100	0440	003398	$	300.00
	To	01	0100	0440	003901	$	300.00
Commissioners Court	From	01	0100	0401	003100	$	60.00
	To	01	0100	0401	003120	$	60.00
26th District Court	From	01	0100	0436	004212	$	5.02
	To	01	0100	0436	003120	$	5.02
	From	01	0100	0436	004350	$	282.87
	To	01	0100	0436	003120	$	72.87
	To	01	0100	0436	003100	$	210.00
District Courts	From	01	0100	0435	004999	$	181.00
	To	01	0100	0435	004350	$	181.00
County Court at Law 1	From	01	0100	0426	004212	$	314.00
	To	01	0100	0426	004010	$	314.00
County Attorney	From	01	0100	0475	004902	$	81.08
	To	01	0100	0475	003011	$	81.08
District Attorney	From	01	0100	0440	002010	$	0.10
	To	01	0100	0440	001940	$	0.10
County Court at Law 3	From	01	0100	0428	003010	$	750.00
	To	01	0100	0428	003100	$	500.00
	To	01	0100	0428	004212	$	250.00
County Attorney	From	01	0100	0475	004902	$	40.00
	To	01	0100	0475	003601	$	40.00
Co Tax Assessor Collector	From	01	0100	0499	004212	$	250.00
	To	01	0100	0499	004350	$	250.00
Veteran Services	From	01	0100	0405	004231	$	500.00
	To	01	0100	0405	004350	$	500.00
Human Resources	From	01	0100	0402	003005	$	223.15
	To	01	0100	0402	003010	$	223.15
EMS	From	01	0100	0540	003001	$	200.00
	To	01	0100	0540	003011	$	200.00

WC Historical Commission	From	01	0100	0636	004100	$	318.00
	To	01	0100	0636	004542	$	318.00
Constable Precinct 1	From	01	0100	0551	003311	$	500.00
	To	01	0100	0551	003001	$	500.00
277th District Court	From	01	0100	0437	004350	$	300.00
	To	01	0100	0437	004010	$	300.00
Non-Departmental	From	01	0100	0409	004999	$	303.74
	To	01	0100	0409	003312	$	303.74
Animal Services	From	01	0545	0545	004231	$	103.00
	To	01	0545	0545	003319	$	103.00
County Attorney	From	01	0100	0475	003100	$	10.00
	To	01	0100	0475	004705	$	10.00
Animal Services	From	01	0545	0545	004999	$	500.00
	To	01	0545	0545	004975	$	500.00
Facilities Management	From	01	0100	0509	003901	$	300.00
	To	01	0100	0509	003900	$	180.00
	To	01	0100	0509	004232	$	120.00
County Court At Law 1	From	01	0100	0426	004999	$	5.00
	To	01	0100	0426	003900	$	5.00
Constable Precinct 1	From	01	0100	0551	004212	$	38.00
	To	01	0100	0551	004216	$	38.00
Veteran Services	From	01	0100	0405	004350	$	220.00
	To	01	0100	0405	003901	$	220.00
EMS	From	01	0100	0540	003001	$	500.00
	To	01	0100	0540	005000	$	500.00
District Courts	From	01	0100	0435	004100	$	500.00
	To	01	0100	0435	004933	$	500.00
Emergency Services Department	From	01	0100	0583	003100	$	110.00
	To	01	0100	0583	003010	$	110.00
Extension Service	From	01	0100	0665	003100	$	208.30
	To	01	0100	0665	003005	$	208.30

Veteran Services	From	01	0100	0405	003010	$	221.00
	To	01	0100	0405	003005	$	221.00
368th District Court	From	01	0100	0438	004350	$	5.00
	To	01	0100	0438	003900	$	5.00
Constable Precinct 2	From	01	0100	0552	004999	$	10.00
	To	01	0100	0552	003901	$	10.00
Juvenile Services	From	01	0100	0576	004102	$	400.00
	To	01	0100	0576	003102	$	400.00
County Clerk	From	01	0100	0403	004999	$	10.00
	To	01	0100	0403	003900	$	10.00
Fleet Maintenance	From	01	0882	0882	004621	$	500.00
	To	01	0882	0882	003011	$	500.00
County Court at Law 2	From	01	0100	0427	004999	$	1.92
	To	01	0100	0427	004621	$	1.92
Fire Marshal Spec Ops/Haz-Mat	From	01	0100	0542	003100	$	500.00
	To	01	0100	0542	003311	$	500.00
Animal Services	From	01	0545	0545	004311	$	100.00
	From	01	0545	0545	003901	$	91.30
	To	01	0545	0545	004976	$	191.30
	From	01	0545	0545	004621	$	85.31
	To	01	0545	0545	004510	$	85.31
Fleet Maintenance	From	01	0882	0882	004547	$	440.58
	To	01	0882	0882	003303	$	440.58
Road & Bridge	From	01	0200	0210	005700	$	500.00
	To	01	0200	0210	003102	$	500.00
Veteran Services	From	01	0100	0405	003100	$	300.00
	To	01	0100	0405	003010	$	300.00
Commissioners Court	From	01	0100	0401	003100	$	255.00
	To	01	0100	0401	003006	$	255.00
Animal Services	From	01	0545	0545	004541	$	138.00
	To	01	0545	0545	004705	$	138.00
County Attorney	From	01	0100	0475	003100	$	102.38
	To	01	0100	0475	003008	$	102.38

425th District Court	From	01	0100	0441	004999	$	170.00
	To	01	0100	0441	003100	$	170.00
Constable Precinct 4	From	01	0100	0554	004999	$	248.68
	To	01	0100	0554	003001	$	240.83
	To	01	0100	0554	004212	$	7.85
Constable Precinct 2	From	01	0100	0552	003006	$	200.00
	To	01	0100	0552	003005	$	200.00
Road & Bridge	From	01	0200	0210	005700	$	50.00
	To	01	0200	0210	003102	$	50.00
Human Resources	From	01	0100	0402	004100	$	40.11
	To	01	0100	0402	003005	$	2.94
	To	01	0100	0402	003010	$	10.00
	To	01	0100	0402	004999	$	27.17
Veteran Services	From	01	0100	0405	003010	$	210.00
	To	01	0100	0405	003005	$	210.00
	From	01	0100	0405	004231	$	460.00
	To	01	0100	0405	003006	$	200.00
	To	01	0100	0405	004350	$	260.00
Juvenile Services	From	01	0100	0576	004100	$	500.00
	To	01	0100	0576	004541	$	500.00
County Court at Law 4	From	01	0100	0429	004999	$	50.00
	To	01	0100	0429	004410	$	50.00
Infrastructure Dept.	From	01	0100	0215	003005	$	250.00
	To	01	0100	0215	003301	$	250.00
Information Technology	From	01	0100	0503	003011	$	6.00
	To	01	0100	0503	001110	$	6.00
County Jail	From	01	0100	0570	003318	$	500.00
	To	01	0100	0570	003009	$	500.00
J.P. Precinct 3	From	01	0100	0453	004002	$	290.00
	To	01	0100	0453	003006	$	290.00

Commissioners Court - Regular Session **8.**

Meeting Date: 09/27/2022

Assets for Transfer MOT to Veteran Services

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 Transfer including One (1) 2010 Chevrolet Impala Vin #0273, pursuant to Tx. Local Gov't Code 263.152.

Background

This vehicle transfer is from MOT to Veteran Services. Please see the attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSC Transfer MOT to Veteran Services 0273

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/21/2022 02:52 PM
County Judge Exec Asst.	Becky Pruitt	09/21/2022 03:59 PM
Form Started By: Mary Watson		Started On: 09/15/2022 09:16 AM
Final Approval Date: 09/21/2022		

Vehicle Status Change

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	341 - Mobile Outreach
County VIN/Serial Number	2G1WD5EM8A1170273
Equipment/Door Number	MA1027
License Plate	1091777
Year	2010
Make	Chevrolet
Model	Impala
Comments (mileage, mechanical issues, other info)	Transfer from MOT to Veteran Services
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Jeanne Williby 9/13/2022 11:57 AM
Receiving Department	405 - Veterans Services
Receiving Department Signature2	✔ Juan Amaya 9/13/2022 10:41 AM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from MOT to Veteran Services
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 9/13/2022 11:20 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✔ Logan Smith 9/13/2022 11:26 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 9/13/2022 11:35 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/13/2022 12:14 PM

Vehicle Status Change

Commissioners Court - Regular Session **9.**

Meeting Date: 09/27/2022

Assets for Auction 9.27.22

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 two (2) 2014 Chevrolet Tahoes, Vin #1259 and Vin #7981 , 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 9.27.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/21/2022 02:52 PM
County Judge Exec Asst.	Becky Pruitt	09/21/2022 03:59 PM
Form Started By: Mary Watson		Started On: 09/15/2022 09:43 AM
Final Approval Date: 09/21/2022		

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	553 - Constable Pct 3
County VIN/Serial Number	1GNLC2E01ER171259
Equipment/Door Number	3B1481
License Plate	1171397
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	Recommended replacement by Fleet Manager
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Patrick Hurley 9/14/2022 3:35 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 9/19/2022 1:14 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✔ Logan Smith 9/19/2022 1:17 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 9/19/2022 3:40 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/19/2022 3:56 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	553 - Constable Pct 3
County VIN/Serial Number	1GNLC2E02ER167981
Equipment/Door Number	3B1482
License Plate	1171396
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	Recommended for replacement by Fleet Manager
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Patrick Hurley 9/14/2022 3:31 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 9/20/2022 10:15 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✔ Logan Smith 9/20/2022 12:01 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 9/21/2022 9:00 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/21/2022 9:16 AM

Commissioners Court - Regular Session **10.**

Meeting Date: 09/27/2022

Assets for Transfer MOT to SO 9.27.22

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 Inner Department Transfer including One (1) 2012 Chevrolet Tahoe Vin #7082, pursuant to Tx. Local Gov't Code 263.152.

Background

This vehicle transfer is from Mobile Outreach to the Sheriff's Office. Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSC Transfer MOT to SO 9.27.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/21/2022 02:52 PM
County Judge Exec Asst.	Becky Pruitt	09/21/2022 03:59 PM
Form Started By: Mary Watson		Started On: 09/20/2022 10:48 AM
Final Approval Date: 09/21/2022		

Vehicle Status Change

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	341 - Mobile Outreach
County VIN/Serial Number	1GNLC2E08CR297082
Equipment/Door Number	MB1250
License Plate	1143886
Year	2012
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	Effective 10/1/2022
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Jeanne Williby 9/16/2022 3:20 PM
Receiving Department	560 - Sheriffs Office
Receiving Department Signature2	✔ Ashlie Holladay 9/16/2022 2:20 PM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Unit to be tranasferred from MOT to S.O. Tobacco Fund, Dept 340
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 9/16/2022 2:23 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✔ Logan Smith 9/16/2022 2:32 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 9/16/2022 2:52 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 9/16/2022 3:45 PM

Vehicle Status Change

Commissioners Court - Regular Session **11.**

Meeting Date: 09/27/2022

Justice of The Peace 1 AUGUST Monthly Report

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

Department: J.P. Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of The Peace, Pct. 1, August 2022 Monthly Report, in compliance with Code of Crim Proc.§103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

AUGUST_2022_EOM_REPORT_JP1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 01:12 PM
Form Started By: Geneva Salazar		Started On: 09/15/2022 12:47 PM
Final Approval Date: 09/15/2022		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of The Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of August, 2022.

KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 15th **day of** September **2022 to certify which witness my hand and seal of office.**

NOTARY PUBLIC
in and for the State of Texas

MISTY LAMB
My Notary ID # 128210087
Expires May 5, 2026

Final 9/14

OFFICE OF COURT ADMINISTRATION
TEXAS JUDICIAL COUNCIL

OFFICIAL JUSTICE COURT MONTHLY REPORT

Month August **Year** 2022

County Williamson **Pct.** 1 **Place**

Judge KT Musselman

If new, date assumed office

Court Mailing Address 1801 East Old Settlers Blvd, Suite 100

City Round Rock , TX **Zip** 78664

Phone Number 512.244.8622

Fax Number 512.244.8602

Court's Public Email jp1@wilco.org

Court's Website https://www.wilco.org/jp1

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

Prepared by Geneva P. Salazar

Date 9/14/2022 Phone Number 512.244.8691

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION
P O BOX 12066
AUSTIN, TX
78711-2066

PHONE: (512) 463-1625
FAX: (512) 936-2423

CRIMINAL SECTION

Court JP1	Traffic Misdemeanors			Non-Traffic Misdemeanors		
Month August **Year** 2022	**Non-Parking**	**Parking**	**County Ordinance**	**Penal Code**	**Other State Law**	**County Ordinance**
1. Total Cases Pending First of Month:	2276	40	0	104	94	6
a. Active Cases	2003	40	0	103	76	6
b. Inactive Cases	273	0	0	1	18	0
2. New Cases Filed	92	2	0	9	5	0
3. Cases Reactivated	1	0	0	0	0	0
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket *(Sum of Lines 1a, 2, 3 & 4)*	2096	42	0	112	81	6
6. Dispositions Prior to Court Appearance or Trial:						
a. Uncontested Dispositions *(Disposed without appearance before a judge (CCP Art. 27.14))*	66	0	0	3	2	0
b. Dismissed by Prosecution	21	0	0	0	0	0
7. Dispositions at Trial:						
a. Convictions						
1) Guilty Plea or Nolo Contendere	0	0	0	0	0	0
2) By the Court	0	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b. Acquittals						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	4	1	0	0	0	0
8. Compliance Dismissals:						
a. After Driver Safety Course *(CCP, Art. 45.0511)*	12					
b. After Deferred Disposition *(CCP, Art. 45.051)*	9	0	0	2	1	0
c. After Teen Court *(CCP, Art. 45.052)*	0	0	0	0	0	0
d. After Tobacco Awareness Course *(HSC, Sec. 161.253)*					0	
e. After Treatment for Chemical Dependency *(CCP, Art. 45.053)*				0	0	
f. After Proof of Financial Responsibility *(TC, Sec. 601.193)*	1					
g. All Other Transportation Code Dismissals	13	0	0	0	0	0
9. All Other Dispositions	1	0	0	0	0	0
10. Total Cases Disposed	127	1	0	5	3	0
11. Cases Placed on Inactive Status	19	0	0	0	0	0
12. Total Cases Pending End of Month:	2241	41	0	108	96	6
a. Active Cases *(Equals Line 5 minus the sum of Lines 10 & 11)*	1950	41	0	107	78	6
b. Inactive Cases *(Equals Line 1b minus Line 3 plus Line 11)*	291	0	0	1	18	0
13. Show Cause Hearings Held	40	0	0	5	1	0
14. Cases Appealed						
a. After Trial	0	0	0	0	0	0
b. Without Trial	0	0	0	0	0	0

CIVIL SECTION

Court JP1 Month August Year 2022	Debt Claim	Landlord/Tenant	Small Claims
1. Total Cases Pending First of Month:	1062	102	246
a. Active Cases	1061	102	246
b. Inactive Cases	1	0	0
2. New Cases Filed	124	174	26
3. Cases Reactivated	0	0	0
4. All Other Cases Added	1	0	0
5. Total Cases on Docket *(Sum of Lines 1a, 2, 3 & 4)*	1186	276	272
DISPOSITIONS			
6. Default Judgments	50	3	3
7. Agreed Judgments	7	0	0
8. Trial/Hearing by Judge/Hearing Officer	1	69	11
9. Trial by Jury	0	0	0
10. Dismissed for Want of Prosecution	2	2	2
11. Non-suited or Dismissed by Plaintiff	62	41	13
12. All Other Dispositions	1	1	0
13. Total Cases Disposed *(Sum of Lines 6 through 12)*	123	116	29
14. Cases Placed on Inactive Status	0	0	0
15. Total Cases Pending End of Month:	1064	160	243
a. Active Cases *(Equals Line 5 minus the sum of Lines 13 & 14)*	1063	160	243
b. Inactive Cases *(Equals Line 1b minus Line 3 plus Line 14)*	1	0	0
16. Cases Appealed:			
a. After Trial	0	10	0
b. Without Trial	0	0	0

JUVENILE/MINOR ACTIVITY

Court JP1	
Month August **Year** 2022	**Total**
1. Transportation Code Cases Filed	1
2. Non-Driving Alcoholic Beverage Code Cases Filed	0
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed *(HSC, Ch. 481)*	0
5. Tobacco Cases Filed *(HSC, Sec. 161.252)*	0
6. Truancy Conduct Cases Filed *(Family Code, Sec. 65.003(a))*	0
7. Education Code (Except Failure to Attend) Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed *(Local Govt. Code, Sec. 341.905)*	0
9. All Other Non-Traffic Fine-Only Cases Filed	0
10. Transfer to Juvenile Court: a. Mandatory Transfer *(Fam. Code, Sec. 51.08(b)(1))*	0
b. Discretionary Transfer *(Fam. Code, Sec. 51.08(b)(2))*	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct) *(CCP, Art. 45.050(c)(1))*	0
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges) *(CCP, Art. 45.050(c)(2))*	0
13. Juvenile Statement Magistrate Warning: a. Warnings Administered	0
b. Statements Certified *(Fam. Code, Sec. 51.095)*	0
14. Detention Hearings Held *(Fam. Code, Sec. 54.01)*	0
15. Orders for Non-Secure Custody Issued	0
16. Parent Contributing to Nonattendance Cases Filed *(Ed. Code, Sec. 25.093)*	0

ADDITIONAL ACTIVITY

Court JP1		
Month August Year 2022	NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
1. Magistrate Warnings:		
a. Class C Misdemeanors	0	
b. Class A and B Misdemeanors	0	0
c. Felonies	0	0
		TOTAL
2. Arrest Warrants Issued:		
a. Class C Misdemeanors		19
b. Class A and B Misdemeanors		0
c. Felonies		1 ~~0~~
3. Capiases Pro Fine Issued		1
4. Search Warrants Issued		0
5. Warrants for Fire, Health and Code Inspections Filed *(CCP, Art. 18.05)*		0
6. Examining Trials Conducted		0
7. Emergency Mental Health Hearings Held		0
8. Magistrate's Orders for Emergency Protection Issued		0
9. Magistrate's Orders for Ignition Interlock Device Issued *(CCP, Art. 17.441)*		0
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond		0
11. Driver's License Denial, Revocation or Suspension Hearings Held *(TC, Sec. 521.300)*		0
12. Handgun License Denial, Revocation or Suspension Hearings Held *(Govt. Code, Sec. 411.180)*		0
13. Disposition of Stolen Property Hearings Held *(CCP, Ch. 47)*		0
14. Peace Bond Hearings Held		0
15. Inquests Conducted		20
16. Cases in Which Fine and Court Costs Satisfied by Community Service: a. Partial Satisfaction		0
b. Full Satisfaction		0
17. Cases in Which Fine and Court Costs Satisfied by Jail Credit		4
18. Cases in Which Fine and Court Costs Waived for Indigency		1
19. Amount of Fines and Court Costs Waived for Indigency		$194
20. Fines, Court Costs and Other Amounts Collected: a. Kept by County		$44802
b. Remitted to State		$6695
c. Total		$51497

Payment Report - Transaction/Adjustment Detail

Transaction Date: **08/01/2022 - 08/31/2022** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

Final Totals		**Fee Totals**	**Transaction Totals**
Total Payments		**52,515.32**	**52,515.32**
Total Adjustments Impacting Payments		**(571.00)**	**(571.00)**
Final Fee Code Totals		**51,944.32**	**51,944.32**
Tender Method Summary			
Tender Types	Cash	4,437.95	4,437.95
	Cashier's Check	188.00	188.00
	Check	3,555.00	3,555.00
	Credit Card	7,010.80	7,010.80
	E-File Credit Card	25,922.25	25,922.25
	Money Order	1,453.00	1,453.00
	Over-the-counter Credit Card	9,948.32	9,948.32

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2022 - 08/31/2022** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-1-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	40.33
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-1-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	(93.00)
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	8.66
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	9,451.92
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	22,000.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	56.44
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	138.82
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	9,500.36
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	942.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-001-9999999999999: Liability Place Holder	907.41
	0100 - General Fund Total:	**42,952.94**
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	8.18
	0360 - Courthouse Security Fund Total:	**8.18**
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	2.75
	0361 - JP Security Fund Total:	**2.75**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	186.15
	0365 - Child Safety Fund Total:	**186.15**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,570.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,570.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	10.93
	0372 - Justice Court Technology Fund Total:	**10.93**

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2022 - 08/31/2022** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

G/L Account	G/L Account Number	Fee Totals
0373 - JP-1 Truancy Program Fund		
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	13.67
	0373 - JP-1 Truancy Program Fund Total:	**13.67**
0399 - State Agency Fund		
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	5.48
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	109.33
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	4,018.56
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	945.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	10.93
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	16.36
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	81.64
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-1-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.25
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-1-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	3.45
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,449.64
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	5.47
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-1-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	50.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-1-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	3.59
	0399 - State Agency Fund Total:	**6,699.70**
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	500.00
	JP BOND Total:	**500.00**
	Fee Totals for All Funds:	**51,944.32**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2022 - 08/31/2022** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	56.44	13	0.00	0	0.00	0	56.44	13
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	76.64	16	0.00	0	0.00	0	76.64	16
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	185.97	40	0.00	0	(5.00)	1	180.97	41
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	4,080.56	71	0.00	0	(62.00)	1	4,018.56	72
2020CDF	Compliance Dismissal Fine	130.00	13	0.00	0	0.00	0	130.00	13
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	60.00	6	0.00	0	(10.00)	1	50.00	7
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	921.41	71	0.00	0	(14.00)	1	907.41	72
2020LTF	Local Traffic Fine (TC 542.403)	82.84	30	0.00	0	(3.00)	1	79.84	31
2020STF	State Traffic Fine (TC 542.4031)	1,380.81	30	0.00	0	(50.00)	1	1,330.81	31
2020TPF	Time Payment Fee CCP 102.030	138.10	14	0.00	0	0.00	0	138.10	14
AB	Abstract	45.00	4	0.00	0	0.00	0	45.00	4
AFDPS	Arrest Fee - DPS (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	8.66	5	0.00	0	0.00	0	8.66	5
CB	Cash Bond	500.00	1	0.00	0	0.00	0	500.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	109.33	6	0.00	0	0.00	0	109.33	6
CCOP	Civil Copies	15.75	3	0.00	0	0.00	0	15.75	3
CERT	Certified Copy	4.00	2	0.00	0	(2.00)	1	2.00	3
CFINE	County Fine	9,644.36	76	0.00	0	(144.00)	1	9,500.36	77
CHS	Courthouse Security Fee (CCP 102.017)	8.18	6	0.00	0	0.00	0	8.18	6
CHSJC	JP Security Fee (CCP 102.017)	2.75	6	0.00	0	0.00	0	2.75	6
COLLFEE	Collection Agency Fee	40.33	1	0.00	0	0.00	0	40.33	1
CONT1	Constable Service Fee Pct #1	16,590.00	185	0.00	0	(140.00)	2	16,450.00	187
CRFEEOVER	Criminal Overpayment Fee	15.00	1	0.00	0	0.00	0	15.00	1
CSSF	Child Safety School Fee (CCP 102.014(c))	186.15	10	0.00	0	0.00	0	186.15	10
CVFEEOVER	Civil Overpayment Fee	0.00	0	0.00	0	(108.00)	2	(108.00)	2
DDF	Deferred Disposition Fee	823.00	8	0.00	0	0.00	0	823.00	8
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	18.78	4	0.00	0	0.00	0	18.78	4
IDF	Indigent Defense Fee (LGC 133.107)	5.47	6	0.00	0	0.00	0	5.47	6
JCTF	Justice Court Technology Fee (CCP 102.0173)	10.93	6	0.00	0	0.00	0	10.93	6

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **08/01/2022 - 08/31/2022** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JFR	Jury Reimbursement Fee (CCP 102.0045)	10.93	6	0.00	0	0.00	0	10.93	6
JTP	Juvenile Truancy Program (CCP 102.0174)	13.67	6	0.00	0	0.00	0	13.67	6
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	2.74	6	0.00	0	0.00	0	2.74	6
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	2.74	6	0.00	0	0.00	0	2.74	6
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
JUSFC	Judicial Support Fund - County (LGC 133.105)	1.61	6	0.00	0	0.00	0	1.61	6
JUSFS	Judicial Support Fund - State (LGC 133.105)	14.75	6	0.00	0	0.00	0	14.75	6
MISCOP	Miscellaneous Copy Fees	20.25	3	0.00	0	0.00	0	20.25	3
MVF	Moving Violation Fee (CCP 102.022)	0.25	5	0.00	0	0.00	0	0.25	5
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,575.00	316	0.00	0	(5.00)	1	1,570.00	317
SB41JCSF	Justice Court Support Fund	7,875.00	316	0.00	0	(25.00)	1	7,850.00	317
SB41LAF	Language Access Fund - LGC 135.155	945.00	316	0.00	0	(3.00)	1	942.00	317
SB41SCF	State Consolidated Fee	945.00	47	0.00	0	0.00	0	945.00	47
SFMCWV	State Fine - Motor Carrier Weight Violation	50.00	1	0.00	0	0.00	0	50.00	1
STF	State Traffic Fee (TC 542.4031)	3.45	1	0.00	0	0.00	0	3.45	1
STFS	State Traffic Fine Due To State (HB2048)	118.83	4	0.00	0	0.00	0	118.83	4
TPCC2	Time Payment Fee County 2.50	0.72	1	0.00	0	0.00	0	0.72	1
TPS	Time Payment Fee - State	3.59	1	0.00	0	0.00	0	3.59	1
UFA	Uniform Traffic Act (TC 542.403)	7.33	5	0.00	0	0.00	0	7.33	5
WEXEC	Writ of Execution	20.00	4	0.00	0	0.00	0	20.00	4
WPOSS	Writ of Possession	165.00	33	0.00	0	0.00	0	165.00	33
WSF1	JP1 - Writ Service Fee	5,550.00	37	0.00	0	0.00	0	5,550.00	37

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	52,515.32	1,763	0.00	0	(571.00)	15	51,944.32	1,778

Commissioners Court - Regular Session **12.**

Meeting Date: 09/27/2022

Appointment of Veteran Service Officer

Submitted For: Juan Amaya **Submitted By:** Juan Amaya, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding appointing Beatriz Bocanegra as Assistant County Veteran Service Officer.

Background

Designating Beatriz Bocanegra as Assistant County Veteran Service Officer makes her eligible for training Pursuant to Texas Government Code Section 434.038 (a) and Texas Government Code Section 434.038 TRAINING AND CERTIFICATION.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2022 09:24 AM
Form Started By: Juan Amaya		Started On: 09/21/2022 08:34 AM
Final Approval Date: 09/21/2022		

Commissioners Court - Regular Session **13.**

Meeting Date: 09/27/2022

Cancel for Court November and December Holidays

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action canceling Commissioners Court for Tuesday, November 29, 2022 and Tuesday, December 27, 2022.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	09/19/2022 01:00 PM
Form Started By: Becky Pruitt		Started On: 09/01/2022 10:40 AM
Final Approval Date: 09/19/2022		

Commissioners Court - Regular Session **14.**

Meeting Date: 09/27/2022

Bullet Resistant Shield Grant Program for Constable Precinct 4

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to ratify the application by Williamson County Constable Precinct No. 4 for the Criminal Justice Division Bullet Resistant Shield Grant Program.

Background

The Williamson County Constable Precinct 4 is seeking ratification of its application for the Bullet Resistant Shield Grant Program through the Office of the Governor's Criminal Justice Division. The project dates are October 1, 2022, through September 30, 2023. The grant total is approximately $38,070.60 and will provide 5 Level III bullet-resistant shields. Because the focus of the grant is to provide shields to those who may respond to school safety emergencies, they will be assigned to appropriate personnel of the office of Williamson County Constable Precinct 4. The shields may also be used in response to an active shooter event. There is no required match from Williamson County.

The Office of the Governor requires each applicant to submit a signed CEO/Law Enforcement Certifications and Assurances Form, as well as a resolution to be approved by the governing body, naming the authorized official with signatory authority.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grants Management Request

Resolution

Assurance Form CON4

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/20/2022 01:36 PM
County Judge Exec Asst.	Becky Pruitt	09/21/2022 09:21 AM
Form Started By: Brian Olson		Started On: 09/20/2022 12:08 PM
Final Approval Date: 09/21/2022		

Grant Title/Project Name:	Williamson County Constable Precinct 4 Bullet - Resistant Shield Grant Program
Department:	Constable Precinct 4
Requestor:	Mike Pendley
Contact Email:	mpendley@wilco.org
Contact Phone Number:	512-352-4181
Start Date:	10/1/2022
End Date:	9/30/2023
Please select request category:	Asset
Describe the purpose of the grant in detail to include all requirements.	This will provide 5 Level III, rifle rated shields to our deputies to use in the event of an active shooter.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	$38,070.60
Please provide a breakdown of the total cost above.	The total amount of the grant will purchase 5 Level III bullet-resistant shields for our deputies at $7614.12 each.
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	We currently do not have shields similar to these.
How is this asset request different from any similar assets currently in the County and/or region?	We currently do not have shields similar to these.
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	N/A
How often do these events occur?	N/A
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	N/A
Where will the asset be stored?	These will be assigned to deputies and stored securely in their county vehicles
What is the useful life of the asset?	Shields are guaranteed for five years
Will a replacement be requested from general funds when useful life has been exhausted?	No
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	no
Does this asset require insurance coverage?	No

If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	No on going maintenance is required.
How will this asset be funded when the grant ends?	If grant funds are not available, a request will be made through normal budgetary process
What is the impact if the grant is not received?	Items will not be purchased
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	
How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	
What is the useful life of the item?	
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	

Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	No budgetary impact
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	Required reporting and tracking of finances traditionally needed for grants.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	
ID	96
Version	2.0
Attachments	False
Created	9/16/2022 11:37 AM
Created By	Mike Pendley
Modified	9/16/2022 1:21 PM
Modified By	Mike Pendley

IN THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS

WHEREAS, The Williamson County Commissioners Court finds it in the best interest of the citizens of Williamson County, that the Bullet-Resistant Shield Grant Program be operated for the fiscal year 2023; and

WHEREAS, Williamson County Commissioners Court agrees to provide applicable matching funds for the said project as required by the Criminal Justice Division of the Office of the Governor grant application; and

WHEREAS, Williamson County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Williamson County Commissioners Court assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Williamson County Commissioners Court designates Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Williamson County Commissioners Court approves submission of the grant application for the Bullet-Resistant Shield Grant Program to the Office of the Governor.

Signed by:

Passed and Approved this 27th of September, 2022.

_____

Williamson County Judge

Grant Number: 4675301

Office of the Governor
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Entity Name: Williamson County	Date:
Agency/Department Name: Williamson County Constable Precinct 4	
Name of Chief Executive Officer: Judge Bill Gravell, Jr.	
Name of Head of Law Enforcement Agency: Constable Paul L. Leal	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of Williamson County ("Grantee") and as head of Williamson County Constable Precinct 4 ("Agency"), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2023 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2023 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency's receipt or DHS's issuance of detainer requests, or in any way limits or restricts Grantee's and Agency's full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee

Signature
Head of Agency

Commissioners Court - Regular Session **15.**

Meeting Date: 09/27/2022

Rachael Ray No-Kill Grant Request

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to apply for a grant to aid in the care of shelter dogs and community cats from the Best Friends Animal Society.

Background

As the shelter works to not only maintain, but improve the Save Rate of animals it serves, the shelter is requesting a grant from Best Friends Animal Society for $60,000. These funds would be used for community cat clinics, positive reinforcement based dog training, and additional dog cabins for enrichment and additional housing.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RachaelRayNo-KillExcellence

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2022 04:00 PM
Form Started By: Misty Valenta		Started On: 09/21/2022 02:58 PM
Final Approval Date: 09/21/2022		

Grant Title/Project Name:	The Rachael Ray No-Kill Excellence Grant
Department:	Animal Services
Requestor:	Misty Valenta
Contact Email:	mvalenta@wilco.org
Contact Phone Number:	mvalenta@wilco.org
Start Date:	1/1/2023
End Date:	1/1/2023
Please select request category:	Asset, Service
Describe the purpose of the grant in detail to include all requirements.	This grant would aid in the shelter's lifesaving by helping community cats and elevating our dog enrichment program. This grant would cover the expense of spaying and neutering neighborhood community cats to lesson the population of kittens in the county. The dog enrichment program would aid the dogs currently at the shelter so they could find their adoptive homes faster with in shelter good manners training and additional enrinchment kennels.
Select the type of grant your department is applying for:	Private Foundation
What is the amount of the grant?	$60,000.00
Please provide a breakdown of the total cost above.	$36,000 pays for spay/neuter clinics including veterinarian costs and medications $6,000 pays for a CPDT positive reinforcement based trainer to work one on one with our dogs $11,000 pays for two additional stand alone dog cabins to provide housing and in kennel enrichment
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	

Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	na
How is this item request different from any similar assets currently in the County and/or region?	This would be in addition to what the shelter already has
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	This would be in addition to what the shelter already does
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	3
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	This item would require one of our health technicians to help with surgery on the clinic days scheduled (once a month.) We would need staff to clean and sanitize the cabins when changed out between dogs, but this would be in line with their current duties.

Where will the item be stored?	Animal Shelter
What is the useful life of the item?	This would support once a month TNR clinics for a year, training for a year, and two cabins that will last at least 10 years with good upkeep.
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	The dog kennels will have stand alone air conditioning and heating, which will need to be maintained.
How will this item be funded when the grant ends?	No additional funding will be requested
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	Less cat intake would lessen the amount of funds spent on daily care of cats. Quicker adoptions from training would lessen the daily cost of care of dogs. Additional kennels would aid the overcrowding a bit at the shelter.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	none
What is the cost and frequency to maintain/update the additional equipment?	$100 for filters
What is the impact of this grant application on other internal/county departments?	Maintenance would need the change the AC filters
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	
ID	97
Version	1.0
Attachments	False
Created	9/21/2022 2:56 PM
Created By	Misty Valenta
Modified	9/21/2022 2:56 PM
Modified By	Misty Valenta

Commissioners Court - Regular Session **16.**

Meeting Date: 09/27/2022

Approval of Purchase of Tax Statement Printing and Mailing Services with Variverge for the Tax Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of Tax Statement Printing and Mailing from Variverge pursuant to Montgomery County Interlocal Agreement (ILA), in the amount of $86,335.00.

Background

Approval of this item will support the operations of the Williamson County Tax Office as this purchase is for the annual printing and mailing of tax statements. Estimate is attached that outlines the printing and mailing services. It was verified that Montgomery County does have an active contract with Variverge for this service. The ILA is attached herein. This expenditure will be charged to FY23 Funds 01.0100.0499.004212. Purchase is approved by budget. Department contact is Matt Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Estimate

ILA

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/22/2022 10:39 AM
County Judge Exec Asst.	Becky Pruitt	09/22/2022 10:41 AM
Form Started By: Erica Smith		Started On: 09/21/2022 03:08 PM
Final Approval Date: 09/22/2022		

variverge.com
1.888.288.6693

variverge
data + print + mail

Corporate Office
920 SW 9th Avenue + Amarillo, TX 79101
Dallas Location
8949 Diplomacy Row + Dallas, TX 75247

Estimate

ADDRESS
Williamson County Tax Office
904 S. Main Street
Georgetown, TX 78626

ESTIMATE [redacted]
DATE 09/21/2022

QTY	DESCRIPTION	RATE	AMOUNT
	2022 Tax Statement Estimate		
325,000	La er Printing (Duplex Color Printing)	0 036	11,700 00
120,000	Rendering (Fold/Insert/Meter)	0.035	4,200.00
175,000	Perforated Paper for Laser Printing	0.02	3,500.00
120,000	Envelopes #10	0.048	5,760.00
120,000	1 t In ert (Green Envelope)	0 01	1,200 00
120,000	Insert Estimate	0.03	3,600.00
120,000	2nd Insert (Insert)	0.01	1,200.00
1	Freight Estimate for Materials	425.00	425.00
120,000	Po tage E timate	0 455	54,600 00
1	CASS/NCOA Service	150.00	150.00

Prices subject to Interlocal Agreement with Montgomery County

SUBTOTAL	86,335.00
TAX	0 00
TOTAL	**$86,335.00**

Accepted By

Accepted Date

Please pay online! Or mail check to:
920 SW 9th Ave
Amarillo, TX 79101

PURCHASING COOPERATIVE
INTERLOCAL AGREEMENT

This Purchasing Cooperative Interlocal Agreement ("Agreement") is by and between Montgomery County, a political subdivision of the State of Texas ("Montgomery County"); and Williamson County, Texas, a political subdivision of the State of Texas ("Williamson County"); acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods, services and materials; and

WHEREAS, except for competitively bid contracts that are renewable, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the parties desire to enter into a Cooperative Purchasing Program which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE;

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; furthermore, the governing bodies find that the performance of this Agreement is in the common and best interest of both parties; and that the division of cost fairly compensates the performing party for the services under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I hereby certify that this is a true and correct copy of the original record on file in my office.

Mark Turnbull, County Clerk
Montgomery County, Texas

by _____ Deputy

Issued FEB 26 2015

ARTICLE I
PURPOSE

The purpose of this Agreement is to establish a Cooperative Purchasing Program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts (County Purchases) pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

ARTICLE II
TERM

The term of this Agreement shall commence on the date on which all Parties hereto have executed this Agreement ("Effective Date"). This Agreement shall remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement.

ARTICLE III
APPOINTMENT OF PURCHASING AGENT; BIDDING PROCEDURES AND SPECIFICATIONS

Each party hereby makes, constitutes and appoints the other party its true and lawful purchasing agent for the purchase of selected goods and/or services using County Purchases. Each party will maintain a listing of County Purchases which are available for the other party's use. To utilize one or more of such County Purchases, each party must request authorization, in writing, to the other party. Upon receipt of the request, the receiving party will forward a copy of the appropriate Annual Contract to the requesting party. Each party agrees that the bidding for County Purchases shall be conducted by each party according to its usual bidding procedures and in accordance with applicable State of Texas statutes and laws. Furthermore, each party agrees that all specifications for selected goods and/or services shall be determined by the party that conducted the bid for a particular Annual Contract.

ARTICLE IV
DESIGNATION OF REPRESENTATIVES

The County Judge of Montgomery County or his/her designee is authorized to act on behalf of Montgomery County in all matters relating to this Cooperative Purchasing Program and the Williamson County Judge or his designee is authorized to act on behalf of Williamson County in all matters relating to this Cooperative Purchasing Program.

ARTICLE V
PURCHASING AND PAYMENT TERMS

Each party shall make payments directly to the vendor under the Annual Contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. The vendor or vendors of an Annual Contract shall bill the party directly for all items purchased by such party.

ARTICLE VI

I hereby certify that this is a true and correct copy of the original record on file in my office.

Mark Turnbull, County Clerk
Montgomery County, Texas

by _____ Deputy

Issued FEB 26 2015

RESPONSIBILITY FOR VENDOR'S COMPLIANCE

Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery under an Annual Contract.

ARTICLE VII
TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

ARTICLE VIII
MISCELLANEOUS

A. Relationship of Parties: Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity. The employees of one party shall not be deemed or construed to be the employees of the other party for any purposes whatsoever.

B. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

C. Amendment: This Agreement may be amended by the mutual written agreement of both parties hereto.

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

E. Assignment: No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

F. No Third Party Beneficiaries: This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

G. Compliance with Laws: Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

I hereby certify that this is a true and correct copy of the original record on file in my office.

Mark Turnbull, County Clerk
Montgomery County, Texas

by _____ Deputy

Issued FEB 26 2015

H. Construction: Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

I. No Waiver of Immunities: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party or their past or present officers, employees, or agents or employees, or to create any legal rights or claim on behalf of any third party. Neither party hereby waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

J. Governing Law: Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. Entire Agreement: This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

L. Recitals: The recitals to this Agreement are incorporated herein.

M. Counterparts: This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

I hereby certify that this is a true and correct copy of the original record on file in my office.

Mark Turnbull, County Clerk
Montgomery County, Texas

by _____ Deputy

Issued FEB 26 2015

EXECUTED this 23rd day of February, 2015.

MONTGOMERY COUNTY, TEXAS

By: _____
Craig Doyal
Montgomery County Judge
501 N. Thompson, Suite 401
Conroe, TX 77301

EXECUTED this _____ day of _____, 20____.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis,
Williamson County Judge
710 Main Street, Suite 105
Georgetown, Texas 78626

I hereby certify that this is a true and correct copy of the original record on file in my office.

Mark Turnbull, County Clerk
Montgomery County, Texas

by _____ Deputy

Issued FEB 26 2015

Commissioners Court - Regular Session **17.**

Meeting Date: 09/27/2022

Award of RFP #22RFP122 ePCR (Electronic Patient Care Monitoring) to ESO Solutions, Inc. for EMS 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 awarding RFP #22RFP122 for EMS Electronic Patient Monitoring (ePCR) to the highest scoring proposer, ESO Solutions, Inc., in the amount of $66,805.00 and authorize execution of the agreement.

Background

Williamson County sent out one hundred seventy six (176) notifications had fifteen (15) document takers with three (3) vendors submitting responses. The solicitation was seeking suppliers to provide electronic patient care reporting for EMS. The evaluation committee reviewed and scored the submittals and the recommendation is to award to the lowest and best offer through negotiations, to ESO Solutions, Inc. A breakdown was requested from all vendors as to the services offered. Upon analysis, the evaluation team noticed some items needed to be included, thus the difference in original price and the resulting Best and Final Offer (BAFO.) Included here is the RFP submittal, BAFO and score sheet. The contract will commence October 01, 2022, as an initial (two) 2-year agreement with options for (four) 4, (twelve) 12- month renewals. The funding source: 0100-0540-004210 and the point of contact is Terry King.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

County Addendum And MSLA

Submittal

BAFO

Scoresheet

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/22/2022 09:46 AM
County Judge Exec Asst.	Becky Pruitt	09/22/2022 09:49 AM
Form Started By: Johnny Grimaldo		Started On: 09/21/2022 11:01 AM
Final Approval Date: 09/22/2022		

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THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM
REGARDING RFP #22RFP122

(Electronic Patient Care Reporting "ePCR")

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

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **ESO Solutions, Inc.** (hereinafter "ESO" or "Company"), a Texas corporation with its principal place of business at 11500 Alterra Parkway, Suite 100, Austin, Texas. Customer agrees to engage Company as an independent contractor, to assist in providing certain operational goods/services pursuant to the following terms, conditions, and restrictions:

I.

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

A. This Williamson County Addendum;
B. Company's Master Subscription & License Agreement;
C. Company's Best & Final Offer ("BAFO");
D. Company's Cost Proposal;
E. Company's Response to Solicitation #22RFP122 for Electronic Patient Care Reporting "ePCR" service(s); and
F. Williamson County Solicitation #22RFP122 for Electronic Patient Care Reporting "ePCR" service(s).

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the parties agree that conflicts among the documents comprising this Agreement shall be resolved according to priority, and that a document's priority shall be determined according to the order in which the document appears in the list above in the

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Section I entitled "Incorporated Documents".

II.

Required Provisions:

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

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

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 thirty (30) days written notice thereof. Customer acknowledges and agrees that they are not entitled to a refund of any prepaid fees should they terminate without cause.

iv. 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.

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

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

vii. Right to Audit: Company agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final

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payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Company which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Company agrees that Customer shall have access during normal working hours to all necessary Company facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Company reasonable advance notice of intended audits. Notwithstanding anything to the contrary in the Agreement, Customer shall not be granted the right to i) audit, access, or view or potentially audit, access, or view the Protected Health Information of ESO's other customers, or ii) obtain and/or retain any detailed security information ("Sensitive Data") which ESO determines, at its sole discretion, may endanger the security of the software and/or services ESO provides. In the event Customer determines it is necessary to audit or review Sensitive Data, ESO may satisfy Customer's requirements by making said Sensitive Data available to Customer in a form which allows Customer to satisfactorily review said Sensitive Data without retaining any copies of the Sensitive Data (by way of example, an on-site review or secure online presentation).

In all other respects, the Agreement remains the same and is reaffirmed.

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:_____, 2022

ESO SOLUTIONS, INC.:

DocuSigned by:
_____
1AABB808ED27401...
Authorized Signature
Date: 9/16/2022, 2022

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MASTER SUBSCRIPTION AND LICENSE AGREEMENT

This Master Subscription and License Agreement (this "***Agreement***") is entered into as of _____ ("***Effective Date***"), by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 11500 Alterra Parkway, Suite 100 Austin, TX 78758, including its controlled subsidiaries, (collectively, "***ESO***") and **Williamson County EMS** having its principal place of business at 3189 SE Inner Loop Ste A, Georgetown, TX 78626 ("***Customer***"). This Agreement consists of the General Terms & Conditions below and any Addenda (as defined below) executed by the parties, including any attachments to such Addenda.

The parties have agreed that ESO will provide Customer certain technology products and/or services and that Customer will pay ESO certain fees. Therefore, in consideration of the covenants, agreements and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement have the meanings below:

"***Add-On Software***" means any complementary software components or reporting service(s) that ESO makes available to customer through its Software.

"***Addendum***" means a document addressing the order of a specific set of products or services which is executed by authorized representatives of each party. An Addendum may be (a) an ESO sales form or "Quote", (b) a Statement of Work, or (c) another writing the parties intend to be incorporated by reference into this Agreement.

"***Anonymized Data***" means Customer Data from which all personally identifiable information is removed, as well as the names and addresses of Customer and any of its Users and/or Customer's clients (and which, as a consequence, is neither PHI nor identifiable to or by Customer).

"***Customer Data***" means information, data and other content in electronic form that is submitted, posted, or otherwise transmitted by or on behalf of Customer through the Software.

"***Deliverable***" means software, report, or other work product created pursuant to a Statement of Work.

"***Documentation***" means the Software's user guides and operating manuals.

"***Feedback***" refers to any suggestion or idea for improving or otherwise modifying ESO's products or services.

"***Intellectual Property***" means trade secrets, copyrightable subject matter, patents and patent applications, and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs.

"***Licensed Software***" means the executable, object code version of software that ESO provides to Customer for its use and installation on Customer's own equipment. For the avoidance of doubt, Licensed Software does not include Add-on Software or SaaS.

"***New Version***" means any new version of Licensed Software (excluding SaaS Software) that ESO may from time to time introduce and market generally as a distinct licensed product, as may be indicated by ESO's designation of a new version number, brand or product.

"***Outage***" means Customer is unable to access SaaS, or such access is materially delayed, impaired or disrupted, in each case as caused or controlled by ESO.

"***Professional Services***" means professional services provided by ESO under a Statement of Work.

"***Protected Health Information***" or "***PHI***" has the meaning set forth in HIPAA. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.

"***Reporting Services***" means, collectively, the different tools or features in the Software allowing Customer to generate compilations of data, including but not limited to ad-hoc reports, analytics, benchmarking or any other reporting tool provided through the Software.

"***SaaS***" means software-as-a-service that ESO hosts (directly or indirectly) for Customer's use on a periodic subscription basis. For the avoidance of doubt, SaaS does not include Licensed Software.

"***Scheduled Downtime***" means periods when ESO intentionally interrupts SaaS to perform system maintenance or otherwise correct service errors during non-peak hours (except for critical circumstances), typically between midnight and 6 a.m. Central Time on a fortnightly basis.

"***Software***" means any ESO computer program, programming or modules specified in the Agreement or any Addendum. For the avoidance of doubt, Add-on Software, SaaS, and Licensed Software are collectively referred to as Software.

"***Support Services***" means those services described in Exhibit B.

"***Third-Party Data***" means data not owned by ESO but which is (or access to which is) provided by ESO under a Software Schedule.

"***Third-Party Service***" means a service not provided by ESO but which is made available by ESO in connection with its Software under a Software Schedule or Addendum.

"***Third-Party Software***" means software not owned by ESO but which is (or access to which is) provided by ESO under a Software Schedule or Addendum.

"***Use Restrictions***" means the restrictions imposed on Customer's use of Software as described in Section 3.3.

"***User***" means any individual who uses the Software on Customer's behalf or through Customer's account or passwords.

2. **SOFTWARE ORDERS.** During the Term, Customer may order Software from ESO by signing an appropriate Addendum. Customer's license to Licensed Software and its subscription to SaaS are set forth below. Each such Addendum is incorporated herein by reference.

3. **LICENSE/SUBSCRIPTION TO SOFTWARE**

3.1. Grant of Subscription: SaaS. For SaaS, during the Term Customer may access and use the SaaS and Reporting Services, with the access and volume limitations set forth on the applicable Addendum, subject to Customer's compliance with the Use Restrictions and other limitations contained in this Agreement.

3.2. Grant of License: Licensed Software. For Licensed Software, during the Term ESO hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Addendum and as necessary for Customer's internal business purposes, in each case subject to Customer's compliance with the Use Restrictions and other limitations and obligations contained in this Agreement.

3.3. Use Restrictions. Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to, and shall not: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human-perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party (including any affiliate not specifically listed in the applicable Addendum).

3.4. Ownership. The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term. Customer acknowledges that the Software and its components are protected by copyright and other laws.

3.5. Third-Party Software and Services. This Section 3.5 applies to Third-Party Software and Services offered by ESO. Refer to the product table following the Agreement for applicability.

3.5.1. ESO neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, Third-Party Software or Third-Party Services. The Third-Party Software "EMS1 Academy" and/or "FireRescue1 Academy" and/or "EMS1 & FireRescue1 Academy – Implementation and Configuration" and/or "Learning Management System" and/or "EVALS Implementation" (collectively, "***Education***") is offered by ESO in collaboration with Lexipol, f/k/a The Praetorian Group. If Customer subscribes to Education, Customer acknowledges and agrees to the terms and conditions of the Praetorian license agreement, located at http://www.praetoriandigital.com/LMS-Master-Service-Agreement, which shall supersede this Agreement as it applies to Customer's use of Education and any Customer Data stored therein.

3.5.2. Third-Party Data. If Customer (as indicated on an Addendum) elects to license Third-Party Data (*e.g.*, fire codes), then subject to the terms hereof, ESO hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the Term to use such Third-Party Data via the Software solely for Customer's internal purposes. Customer will not (i) allow greater access than that set forth in the applicable Addendum, (ii) disclose, release, distribute, or deliver Third-Party Data, or any portion thereof, to any third party (iii) copy, modify, or create derivative works of Third-Party Data, (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Third-Party Data, (v) attempt to output in any form more than 10% of the Third-Party Data or otherwise circumvent the usage limitations included in the Software, (vi) remove any proprietary notices included within Third-Party Data or Software, or (vii) use Third-Party Data in any manner or for any purpose that infringes or otherwise violates any proprietary right of a person, or that violates applicable law. ESO does not warrant the functionality, reliability, accuracy, completeness or utility of, Third-Party Data, or accept any liability therefor. Additional terms and limitations applicable to Third-Party Data may be provided on the applicable Addendum.

4. HOSTING, SLA & SUPPORT SERVICES

4.1. Hosting & Management. Customer shall be responsible for hosting and managing any Licensed Software on systems meeting the requirements specified by ESO. ESO shall be responsible for hosting and managing any SaaS.

4.2. Service Level Agreement. If an Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for any three-month period (the "***Uptime Commitment***"), then Customer may immediately terminate this Agreement, in which case ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.

4.3. Scheduled Downtime. ESO will endeavor to provide reasonable (72 hour) notice of Scheduled Downtime to Customer's Users. Notice of Scheduled Downtime may be provided from within the Software or via email. Scheduled Downtime shall never constitute a failure of performance or Outage by ESO. Notification timelines and the frequency of Scheduled Downtime are subject to the emergence of security concerns outside of ESO's control.

4.4. Support and Updates. During the Term, ESO shall provide to Customer the Support Services, in accordance with Exhibit B, which is incorporated herein by reference.

5. FEES

5.1. Fees. In consideration of the rights granted hereunder, Customer agrees to pay ESO the fees for the Software and Professional Services as set forth in the Addendum(s)) (collectively, "***Fees***"). The Fees are non-cancelable and non-refundable, except as expressly provided herein. Customer (or Third-Party Payer, if applicable) shall pay all invoices within 30 days of receipt.

5.2. Third-Party Payer. If Customer desires to use a third-party to pay some or all of the Fees on behalf of Customer (a "***Third-Party Payer***"), then (i) each applicable Addendum will identify such arrangement, (ii) the Third-Party Payer will enter into a written agreement with ESO regarding such arrangement, (iii) Customer may replace the Third-Party Payer by written notice to ESO (provided that no such change shall be made until the then-current Term's renewal), (iv) references within this Section 5 to Customer's responsibility for Fees shall be understood to refer to the Third-Party Payer when applicable, and (v) Customer shall remain responsible for payment if the Third-Party Payer does not pay the Fees.

5.3. Uplift on Renewal. Fees for Software, which recur annually, shall increase by 3% each year this Agreement is in effect.

5.4. Taxes and Fees. The Fees are exclusive of all taxes and credit card processing fees, if applicable. Unless and until Customer provides ESO a tax exemption certificate, Customer will be responsible for and will remit (or will promptly reimburse ESO for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement.

5.5. Appropriation of Funds. If Customer is a city, county or other government entity, Customer may terminate the Agreement at the end of the Customer's fiscal term if Customer provides evidence that its governing body did not appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid.

5.6. Usage Monitoring. Customer is solely responsible for its own adherence to volume and use limitations indicated on the applicable Addendum. ESO may monitor Customer's use of the Software, and if Customer's usage exceeds the level indicated in the applicable Addendum (an "***Overage***"), Customer shall owe ESO the Fee corresponding to such usage level at a rate no higher than ESO's then-standard pricing for new customers at an equivalent usage level. ESO may invoice for Overages immediately.

6. TERM AND TERMINATION

6.1. Term. The term of this Agreement (the "***Term***") commences on the Effective Date and continues for a period of one year (or any longer period provided in an Addendum). Thereafter, the Term will renew for successive one-year periods unless written notice is provided at least 60 days prior to the anniversary of the Effective Date.

6.2. Termination for Cause. Either party may terminate this Agreement or any individual Addendum for the other party's uncured material breach by providing written notice. The breaching party shall have 30 days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.

6.3. Effect of Termination.

6.3.1. If Customer terminates this Agreement or any Addendum as a result of ESO's material breach, then to the extent Customer prepaid any Fees, ESO shall refund to Customer those prepaid Fees on a pro-rata basis from the date Customer actually ceases use of the Software.

6.3.2. Upon termination of this Agreement or any Addendum, Customer shall cease all use of the Software and delete, destroy or return all

copies of the Documentation and Licensed Software in its possession or control, except as required by law. Customer shall remain obligated to pay appropriate Fees at ESO's then-current rates if Customer continues to use or access Software after the termination or expiration of this Agreement. If Customer's Agreement includes a multi-year discount plan with diminishing discounts, and Customer terminates the Agreement prior to the completion of the discount plan, Customer shall promptly pay ESO's invoice recouping such discounts for a maximum of two years prior to the date of termination.

6.3.3. Termination of this Agreement is without prejudice to any other right or remedy and shall not release a party from any liability.

6.4. Delivery of Data. ESO will provide Customer its Customer Data in a searchable .pdf format upon request made within 60 days of the expiration or termination of this Agreement. Customer acknowledges that ESO has no obligation to retain Customer Data more than 60 days after expiration or termination of this Agreement.

7. **REPRESENTATIONS AND WARRANTIES**

7.1. Material Performance of Software. After it is fully implemented (and subject to Customer's adherence to Sections 3.3, 4.1 and 13.4), ESO warrants that the Software will reliably collect, transmit, store and/or permit access to data in compliance with applicable law and industry standards.

7.2. Due Authority. Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement is duly authorized by all necessary corporate or government action.

7.3. Customer Cooperation. Customer agrees to use current operating systems and reasonably and timely cooperate with ESO, including providing ESO reasonable access to its equipment, software and data as necessary for the implementation and operation of the Software.

8. **DISCLAIMER OF WARRANTIES**. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, CUSTOMER ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."

9. **CONFIDENTIALITY**

9.1. "***Confidential Information***" refers to the following items: (a) any document marked "Confidential"; (b) any information orally designated as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within five business days; (c) the Software and Documentation, whether or not designated confidential; (d) ESO's security controls, policies, procedures, audits, or other information concerning ESO's internal security posture; (e) any other nonpublic, sensitive information reasonably treated as trade secret or otherwise confidential; and (f) Customer Data which does not comprise PHI . Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the other party's possession at the time of disclosure free of duty of non-disclosure; (ii) is independently developed without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the receiving party's improper action or inaction; (iv) is approved for release in writing by the disclosing party; (v) as to ESO, Customer's Feedback; or (vi) is PHI (*which shall be governed by the Business Associate Agreement rather than this Section*).

9.2. Nondisclosure. Each party shall use Confidential Information of the other party solely to fulfill the terms of this Agreement (the "***Purpose***"). Each party shall (a) ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein, and (b) not disclose Confidential Information to any other third party without prior written consent from the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.

9.3. Termination & Return. With respect to each item of Confidential Information, the obligations of nondisclosure will terminate three years after the date of disclosure; provided that, such obligations related to Confidential Information constituting ESO's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify the destruction thereof.

9.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto.

9.5. Open Records and Other Laws. Notwithstanding anything in this Section to the contrary, the parties expressly acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law, a lawful public records request, or judicial order, provided that prior to such disclosure, written notice of such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort. In addition, Customer may disclose the contents of this Agreement solely for the purpose of completing its review and approval processes under its local rules, if applicable.

10. **INSURANCE.** Throughout the Term (and for a period of at least three years thereafter for any insurance written on a claims-made form) ESO shall maintain in effect the insurance coverage described below:

10.1. Commercial general liability insurance with a minimum of $1 million per occurrence and $1 million aggregate;

10.2. Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of $1 million for bodily injury and property damage liability;

10.3. Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of $1 million each accident or disease; and

10.4. Computer processor/computer professional liability insurance (a/k/a technology errors and omissions) covering the liability for financial loss due to error, omission or negligence of ESO, and privacy and network security insurance ("cyber coverage") covering losses arising from a disclosure of confidential information (including PHI) with a combined aggregate amount of $1 million.

11. **INDEMNIFICATION**

11.1. IP Infringement. Subject to the limitations in Section 12, ESO shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable attorney's fees) ("***Damages***") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each, an "***Indemnified Claim***"). If Customer makes an Indemnified Claim under this Section or if ESO determines that an Indemnified Claim may occur, ESO shall at its option: (a) obtain a right for Customer to continue using such Software; (b) modify such Software to make it a non-infringing equivalent or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably practicable, either party may, at its option, terminate the relevant Addendum, in which case ESO will refund any pre-paid Fees on a pro-rata basis for such Addendum. Notwithstanding the foregoing, ESO shall have no obligation hereunder for any claim resulting or arising from (x) Customer's breach of this Agreement; (y) modifications made to the Software not performed or provided by or

on behalf of ESO or (z) the combination, operation or use by Customer (and/or anyone acting on Customer's behalf) of the Software in connection with any other product or service (the combination or joint use of which causes the alleged infringement). This Section 11 states ESO's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement by the Software.

11.2. Indemnification Procedures. Upon becoming aware of any matter which is subject to the provisions of Sections 11.1 (a "Claim"), Customer must give prompt written notice of such Claim to ESO, accompanied by copies of any written documentation regarding the Claim received by the Customer. ESO shall compromise or defend, at its own expense and with its own counsel, any such Claim. Customer will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that ESO will have the right to control such settlement or defense. ESO will not enter into any settlement that imposes any liability or obligation on Customer without the Customer's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at ESO's expense.

12. LIMITATION OF LIABILITY

12.1. **LIMITATION OF DAMAGES**. NEITHER ESO NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS RELATING TO THIS AGREEMENT.

12.2. **SPECIFIC LIABILITY**. LIABILITY SHALL BE LIMITED AS FOLLOWS:

(a) ESO'S OBLIGATIONS UNDER SECTION 11 SHALL BE LIMITED TO $500,000.

(b) DAMAGES ARISING FROM A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS (INCLUDING A BREACH OF OBLIGATIONS REGARDING PROTECTED HEALTH INFORMATION), SHALL BE LIMITED TO $1,000,000.

(c) DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR CRIMINAL CONDUCT SHALL NOT BE LIMITED.

12.3. **GENERAL LIABILITY**. EXCEPT AS EXPRESSLY PROVIDED "SPECIFIC LIABILITY," ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY (OR ON BEHALF OF) CUSTOMER WITHIN THE PRECEDING 12-MONTH PERIOD UNDER THE APPLICABLE ADDENDUM OR EXHIBIT GIVING RISE TO THE CLAIM.

12.4. THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

12.5. THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

13. CUSTOMER DATA & PRIVACY

13.1. Ownership of Data. As between ESO and Customer, all Customer Data shall be owned by Customer.

13.2. Use of Customer Data. Unless it receives Customer's prior written consent, ESO shall not grant any third-party access to Customer Data, except (a) subcontractors that are subject to a reasonable nondisclosure agreement or (b) authorized participants in the case of Software designed to permit Customer to transmit Customer Data. ESO may only use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise contest such required disclosure, at Customer's expense.

13.3. Anonymized Data. CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ESO MAY USE ANONYMIZED DATA FOR INTERNAL AND EXTERNAL PURPOSES (INCLUDING BENCHMARKING AND RESEARCH), PROVIDED THAT ESO WILL NOT SELL ANONYMIZED DATA TO THIRD PARTIES FOR COMMERCIAL USE. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property of any aggregated and de-identified reports, summaries, compilations, analysis, statistics or other information derived therefrom.

13.4. Internet Access. Customer is solely responsible for obtaining, maintaining, and securing its network connections, and acknowledges such connections are essential to the effective operation of the Software. ESO makes no representations to Customer regarding the reliability, performance or security of any network or service provider not provided or managed by ESO.

14. WORK PRODUCT

14.1. Work Product Ownership. In the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly acknowledges and agrees that nothing in this Agreement or a separate Addendum gives the Customer any right, title, or interest to the intellectual property or proprietary know-how of the Deliverables.

15. GOVERNMENT PROVISIONS

15.1. Compliance with Laws. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on use of the Software and the performance of this Agreement.

15.2. Business Associate Addendum. The parties agree to the terms of the Business Associate Addendum attached as Exhibit B and incorporated herein by reference.

15.3. Equal Opportunity. The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable (prohibiting discrimination on the basis of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity or national origin).

15.4. Excluded Parties List. ESO agrees to report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

16. PHI ACCURACY & COMPLETENESS

16.1. Customer Responsibilities. The Software allows Customer and its Users to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or disclosed through the Software. Customer is solely responsible for any decisions or actions taken involving patient care or patient care management, whether those decisions or actions were made or taken using information received through the Software.

16.2. HDE Customer Certifications. In the interest of furthering community health through the power of data, ESO encourages Customers subscribing to ESO's Health Data Exchange ("HDE") Software to empower joint healthcare providers by incorporating relevant, HIPAA-compliant data elements in Customer's outgoing patient care records delivered through HDE. ESO shall annually accredit qualifying customers with Gold, Silver, or Bronze level certifications in accordance with Exhibit C, and Customer may reference such certification in marketing materials.

17. MISCELLANEOUS

17.1. Independent Contractors. The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.

17.2. Notices. Notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested to a party's principal place of business as forth in the recitals on page 1 of this Agreement, (b) hand delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mail to a person designated in writing by the receiving party, or (e) delivery by a reputable overnight carrier service. In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e). The notice will be deemed given on the day the notice is received.

17.3. Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather, each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.

17.4. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

17.5. Subcontracting. Except for training and implementation services related to the Software, neither party may subcontract or delegate its obligations to each other hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent.

17.6. Modifications and Amendments. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party, provided that the Customer agrees that ESO may rely on informal writings (including emails) of Customer's authorized representatives to (i) terminate Software products and services and (ii) approve or ratify rate or tier increases for Software products and services then in use by Customer.

17.7. Force Majeure. No delay, failure, or default will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event last longer than 30 days, the other party may immediately terminate the applicable Addendum.

17.8. Marketing. If requested by ESO, Customer agrees to reasonably cooperate with ESO's preparation and issuance of a public announcement regarding the relationship of the parties.

17.9. Waiver & Breach. Neither party will be deemed to waive any rights under this Agreement except through an explicit written waiver made by an authorized representative. No waiver of a breach of this Agreement will constitute a waiver of any other breach hereof.

17.10. Survival of Terms. Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.

17.11. Ambiguous Terms. This Agreement will not be construed against any party by reason of its preparation.

17.12. Governing Law. This Agreement, any claim dispute or controversy hereunder (a "***Dispute***") will be governed by (i) the laws of the State of Texas, or (ii) if Customer is a city, county, municipality or other governmental entity, the law of state where Customer is located, in each case foregoing without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

17.13. New Versions & Sunset. If ESO releases a New Version of Licensed Software (*i.e.*, not SaaS), Customer may elect to receive such New Version, subject to a relicense fee of 75% of the standard price for such new version. All New Versions provided under this Agreement will constitute Licensed Software and be subject to the terms and conditions of this Agreement. ESO may discontinue Support Services for Licensed Software upon 12 months' notice to Customer.

17.14. No Class Actions. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER ESO CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

17.15. Dispute Resolution. Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.

17.16. Technology Export. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo (as of the Effective Date - Cuba, Iran, North Korea, Sudan, and Syria).

17.17. Order of Precedence. In the event of any conflict between this Agreement, Addenda or other attachments incorporated herein, the following order of precedence will govern: (1) the General Terms and Conditions; (2) any Business Associate Agreement; (3) the applicable Addendum, with most recent Addendum taking precedence over earlier ones; and (4) any ESO policy posted online, including without limitation its privacy policy. No amendments incorporated into this Agreement after execution of the General Terms and Conditions will amend such General Terms and Conditions unless it specifically states its intent to do so and cites the section or sections amended.

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17.18. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

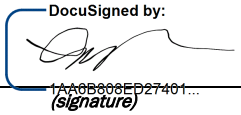
17.19. Signatures. Electronic signatures on this Agreement or on any Addendum (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

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

ESO Solutions, Inc.

DocuSigned by:

By: 
1AA0B808ED27401...
(signature)

Name: Cortney Johnson
(print name)

Title: CFO
(print title)

Customer

By: _____
(signature)

Name: _____
(print name)

Title: _____
(print title)

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EXHIBIT A-1

SAAS SOFTWARE SCHEDULE

(Applications - ESO EHR, ESO Fire, ESO PM, FIREHOUSE Cloud, IFC Codes, EMS1 Academy, FireRescue1 Academy, Staff Scheduling, Assets, Inventory, Checklist)

1. The SaaS subscription term shall begin 15 calendar days after the Effective Date (existing Renewal Date ("SaaS Subscription Start Date"). Customer shall be deemed to have accepted the SaaS on the SaaS Subscription Start Date. The parties will make reasonable efforts to ensure that Customer is able to use the SaaS as contemplated as quickly as possible, but in no event will the SaaS Subscription Start Date be modified for implementation delays.

2. The following SaaS may be ordered under this Exhibit:

   2.1. ESO Electronic Health Record ("EHR") is a SaaS software application for prehospital patient documentation (http://www.eso.com/software/ehr).

   2.2. ESO Personnel Management ("PM") is a SaaS software application for tracking personnel records, training courses and education history (http://www.eso.com/software/personnel-management).

   2.3. ESO Fire is a SaaS software application for NFIRS reporting (http://www.eso.com/software/fire).

3. The following Third-Party Data and/or Software may be ordered under this Exhibit: 2018 International Fire Code, 2015 International Fire Code, 2012 International Fire Code, Education (see section 3.5).

4. Customer hereby agrees to timely pay for the following products according to the schedule below:

Health Data Exchange

Product	Volume	Price	Discount	Total	Fee Type
HDE - ESO EHR Connection		$1,495.00	($0.00)	$1,495.00	Recurring

EHR

Product	Volume	Price	Discount	Total	Fee Type
ESO EHR	31000 Incidents	$50,990.00	($0.00)	$50,990.00	Recurring
EHR Cardiac Monitor Integration	31000 Incidents	$1,895.00	($0.00)	$1,895.00	Recurring
EHR CAD Integration	31000 Incidents	$3,995.00	($0.00)	$3,995.00	Recurring
EHR Billing Interface	31000 Incidents	$995.00	($0.00)	$995.00	Recurring
EHR - Handtevy Integration	31000 Incidents	$995.00	($995.00)	$0.00	Recurring
EHR CARES Extract	31000 Incidents	$995.00	($0.00)	$995.00	Recurring
EHR - EMS XML Export	31000 Incidents	$1,895.00	($0.00)	$1,895.00	Recurring

Personnel Management

Product	Volume	Price	Discount	Total	Fee Type
Personnel Management	145 Employees	$4,545.00	($0.00)	$4,545.00	Recurring

Total Recurring Fees	$	67,800.00
Total One-Time Fees	$	0.00
Discounts	$	(995.00)
TOTAL FEES	$	66,805.00

5. All the Fees above will be invoiced by ESO as follows:

   5.1. Training and Training Travel Fees shall be invoiced on the Effective Date.

   5.2. During the first year, 100% of the remaining Fees shall be invoiced on the SaaS Subscription Start Date.

   5.3. During the second year and any renewal years thereafter, 100% of the recurring Fees shall be due on the anniversary of the SaaS Subscription Start Date.

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EXHIBIT B
SUPPORT SERVICES ADDENDUM

1. **DEFINITIONS**. Capitalized terms not defined below shall have the same meaning as in the General Terms & Conditions.

1.1. "Enhancement" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.

1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.

1.3. "Error" means an error in the Software, which significantly degrades performance of such Software as compared to ESO's then-published Documentation.

1.4. "Error Correction" means the use of reasonable commercial efforts to correct Errors.

1.5. "Fix" means the repair or replacement of object code for the Software or Documentation to remedy an Error.

1.6. "Initial Response" means the first contact by a Support Representative after the incident has been logged and a ticket generated. This may include an automated email response depending on when the incident is first communicated.

1.7. "Management Escalation" means, if the initial Workaround or Fix does not resolve the Error, notification of management that such Error(s) have been reported and of steps being taken to correct such Error(s).

1.8. "Severity 1 Error" means an Error which renders the Software completely inoperative (*e.g.*, a User cannot access the Software due to unscheduled downtime or an Outage).

1.9. "Severity 2 Error" means an Error in which Software is still operable; however, one or more significant features or functionality are unavailable (*e.g.*, a User cannot access a core component of the Software).

1.1. "Severity 3 Error" means any other error that does not prevent a User from accessing a significant feature of the Software (*e.g.*, User is experiencing latency in reports).

1.2. "Severity 4 Error" means any error related to Documentation or a Customer Enhancement request.

1.3. "Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of the Customer regarding the progress of the Workaround or Fix.

1.4. "Online Support" means information available through ESO's website (www.eso.com), including frequently asked questions and bug reporting via Live Chat.

1.5. "Support Representative" shall be ESO employee(s) or agent(s) designated to receive Error notifications from Customer, which Customer's Administrator has been unable to resolve.

1.6. "Update" means an update or revision to Software, typically for Error Correction.

1.7. "Upgrade" means a new version or release of Software or a particular component of Software, which improves the functionality or which adds functional capabilities to the Software and is not included in an Update. Upgrades may include Enhancements.

1.8. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.

2. **SUPPORT SERVICES.**

2.1. Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. ESO will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to Customer's Users. The Administrator will notify a Support Representative of any Errors that the Administrator cannot resolve and assist ESO in information gathering.

2.2. ESO will provide Support Services consisting of (a) Error Correction(s); Enhancements, Updates and Upgrades that ESO, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. ESO may use multiple forms of communication for purposes of submitting periodic status reports to Customer, including but not limited to, messages in the Software,

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messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.

2.3. ESO's support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Software and with Customer's applicable configuration. Telephone support and all communications will be delivered in intelligible English.

2.4. Normal business hours for ESO's support desk are Monday through Friday 7:00 am to 7:00 pm CT. Customer will receive a call back from a Support Representative after-hours for a Severity 1 Error.

2.5. ESO will provide responses to a technology and/or security assessment of reasonable detail (a "Tech Assessment") upon request prior to (or in connection with) implementation. ESO will provide responses to any subsequent Tech Assessments provided that Customer compensates ESO at its then-current and standard consulting rates for all work performed in connection with such Tech Assessments.

3. **ERROR PRIORITY LEVELS.** Customer will report all Errors to ESO via e-mail (support@eso.com) or by telephone (866-766-9471, option #3). ESO shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by ESO.

3.1. Severity 1 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within four hours; (iii) initiate Management Escalation promptly; and (iv) provide Customer with a Status Update within four hours if ESO cannot resolve the Error within four hours.

3.2. Severity 2 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within 48 hours if unresolved; and (iv) provide Customer with a Status Update within forty-eight hours if ESO cannot resolve the Error within forty-eight hours.

3.3. Severity 3 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within three business days; and (iii) provide Customer with a Status Update within seven calendar days if ESO cannot resolve the Error within seven calendar days.

3.4. Severity 4 Error. ESO shall (i) provide an Initial Response within seven calendar days.

4. **CONSULTING SERVICES**. If ESO reasonably believes that a problem reported by Customer is not due to an Error in the Software, ESO will so notify Customer. At that time, Customer may request ESO to proceed with a root cause analysis at Customer's expense as set forth herein or in a separate SOW. If ESO agrees to perform the investigation on behalf of Customer, then ESO's then-current and standard consulting rates will apply for all work performed in connection with such analysis, plus reasonable related expenses incurred. For the avoidance of doubt, Consulting Services will include customized report writing by ESO on behalf of Customer.

5. **EXCLUSIONS.**

5.1. ESO shall have no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted); (ii) Customer's misapplication or unauthorized use of the Software; (iii) altered or damaged Software not caused by ESO; (iv) any third-party software; (v) hardware issues; (vi) Customer's breach of the Agreement; and (vii) any other causes beyond the ESO's reasonable control.

5.2. ESO shall have no liability for any changes in Customer's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.

5.3. ESO is not required to perform any Error Correction unless ESO can replicate such Error on its own software and hardware or through remote access to Customer's software and hardware.

5.4. Customer is solely responsible for its selection of hardware, and ESO shall not be responsible the performance of such hardware even if ESO makes recommendations regarding the same.

6. **MISCELLANEOUS**. The parties acknowledge that from time-to-time ESO may update its support processes specifically addressed in this Exhibit and may do so by posting such updates to ESO's website or otherwise notifying Customer of such updates. Customer will accept updates to ESO's support procedures and any other terms in this Exhibit; provided however, that they do not materially decrease the level of Support Services that Customer will receive from ESO. THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS EXHIBIT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

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EXHIBIT C
HIPAA BUSINESS ASSOCIATE ADDENDUM

Customer and ESO Solutions, Inc. ("Business Associate") agree that this HIPAA Business Associate Addendum is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity").

Pursuant to the Master Subscription and License Agreement (the "Agreement") into which this HIPAA Business Associate Addendum (this "Addendum") has been incorporated, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions.

1. Scope. This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.

2. Definitions. For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").

3. Compliance with Applicable Law. The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.

4. Permissible Use and Disclosure of PHI. Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

5. Limitations on Use and Disclosure of PHI. Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.

6. Required Safeguards to Protect PHI. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.

7. Reporting to Covered Entity. Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.

8. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.

9. Agreements by Third Parties. Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.

10. Access to PHI. Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.

11. Amendment of PHI. Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.

12. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

13. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.

14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.

15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.

16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.

18. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.

19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.

21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:

    21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside ESO's Software over the public Internet; and

    21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to ESO's Software.

22. Third Party Rights. The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.

23. Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic or facsimile.

Williamson County
Electronic Patient Care Reporting

Prepared by ESO Solutions, Inc.
11500 Alterra Parkway, Suite 100
Austin, TX 78758

June 23, 2022

Contacts:

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C: 713-819-4292

Allen Johnson, Chief Product Officer
allen.johnson@eso.com
O: 512-593-6376

Cover Letter

June 23, 2022

William County EMS,

This package represents our response to Williamson County's request for an electronic patient care reporting system as described in their request for proposals.

ESO is very excited to continue to work with Williamson County. We are confident that your vision and our vision are very much in alignment as we work together to drive research and data-driven initiatives for improved patient care.

At our core, we are a very mission-driven organization. Our mission is to improve community health and safety through the power of data. We love working with organizations that truly understand the value of data. We have a long, successful history in healthcare and public safety, beginning back in 2004 when the company was founded. Today, we are the largest developer of purpose-built software for EMS and fire.

You will have the strength and passion of all of ESO on your side. We are currently north of 350 employees strong, with thousands of customers across North America. We have resident expertise in clinical, operational, and technical aspects of healthcare and public safety.

We are prepared to offer our Electronic Health Record (EHR) product at the quoted price of $368,773. We can guarantee the costs associated with this proposal are fixed and inclusive of the products and services necessary to enhance your operations.

Travis Winzeler is the Regional Account Executive leading this effort and can be contacted at travis.winzeler@eso.com or by phone at 713-819-4292.

As I've stated above, we firmly believe we are the right choice for Williamson County. We want to grow and evolve with you over the years – lending our expertise, knowledge, and passion to your mission to promote and protect the quality of life by delivering services of value to the community.

The signatory has the authority to bind the firm in agreements.

Sincerely,



Allen Johnson
Chief Product Officer
(832) 948-2182
allen.johnson@eso.com

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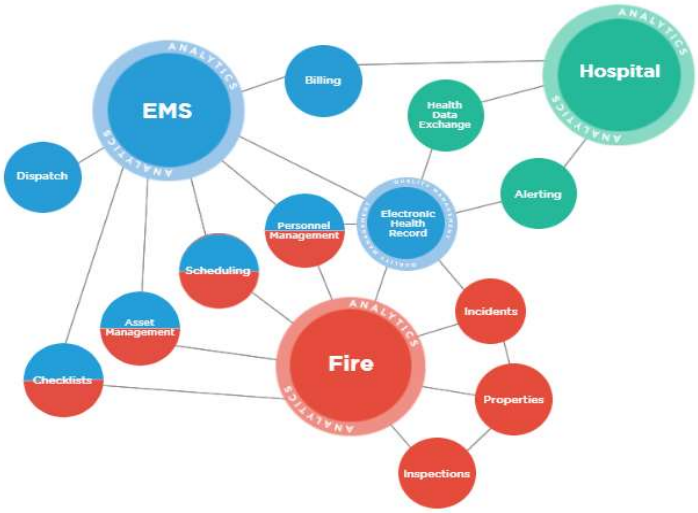
ESO Product Offerings

ESO strives to provide a first-class experience for our customers and offer software that fits with their unique needs. In preparing this proposal for Williamson County with respect to your need for a records management system, we present the following approach to the project:

ePCR for EMS:

ESO Electronic Health Record (EHR) captures critical patient care information through a flexible workflow and user-friendly features. EHR is NEMSIS v 3.3.4 and 3.4 compliant and submits electronic patient care data to the state on behalf of our customers.

As depicted in the diagram below, ESO offers an integrated suite of software products for EMS agencies, fire departments, and hospitals that are transforming the way responders collect, share, report, and analyze critical information to improve community health and safety. These products include:



ESO EHR: ESO EHR makes it easy to produce quality EMS clinical documentation through a flexible workflow and user-friendly features. EHR is NEMSIS v 3.3.4 and v 3.4 compliant and submits electronic patient care data to the state on behalf of our customers.

ESO Analytics: ESO Analytics makes complex data accessible for all with one-click reporting for clinical, operational and core measures. ESO Analytics integrates with EHR, Fire Incidents and HDE.

ESO Personnel Management: ESO Personnel Management conveniently records and stores personnel information, training courses, education history, immunizations and more within a single application.

ESO Quality Management: ESO Quality Management provides a process to evaluate and elevate clinical and operational performance to a higher standard.

ESO Quick Speak: ESO Quick Speak enables EMS field providers to communicate with non-English speaking patients.

ESO Health Data Exchange (HDE): ESO Health Data Exchange (HDE) enables secure data sharing between EMS and hospitals along the continuum of care. HDE gives EMS the power to increase efficiency, advance quality and improve patient care.

ESO Patient Tracker: ESO Patient Tracker provides early awareness for incoming patients to hospital facilities, access to the EMS patient care report and the ability to perform side-by-side comparisons of care provided by EMS and hospitals.

ESO Alerting: ESO Alerting delivers a configurable application for EMS and hospital administrators to communicate during time sensitive emergencies securely and efficiently.

ESO Fire Incidents: ESO Fire Incidents captures data on critical fire events and automatically submits NFIRS compliant reports into state repositories. Fire Incidents integrates seamlessly with EHR and Personnel Management.

ESO Fire Properties and Inspections: ESO Fire Properties and Inspections easily collects and manages the data fire departments need to successfully develop pre-plans and conduct inspections.

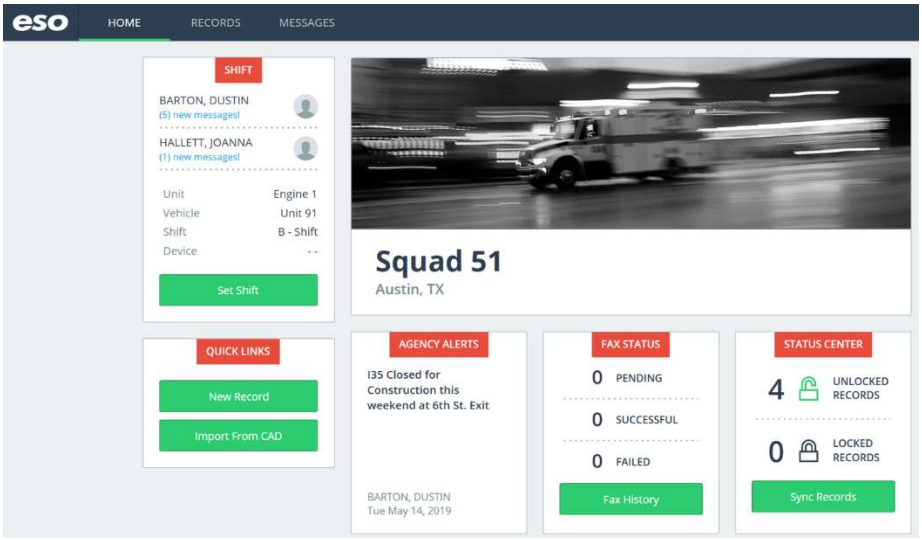
ESO Asset Management: ESO Asset Management delivers robust workflow tools including granular notifications, assignments, and asset tracking to keep departments in-tune with their equipment, gear, and other key assets.

ESO Checklists: ESO Checklists provides easy-to-use digital checklists to capture current condition of vehicles, equipment, places, and people.

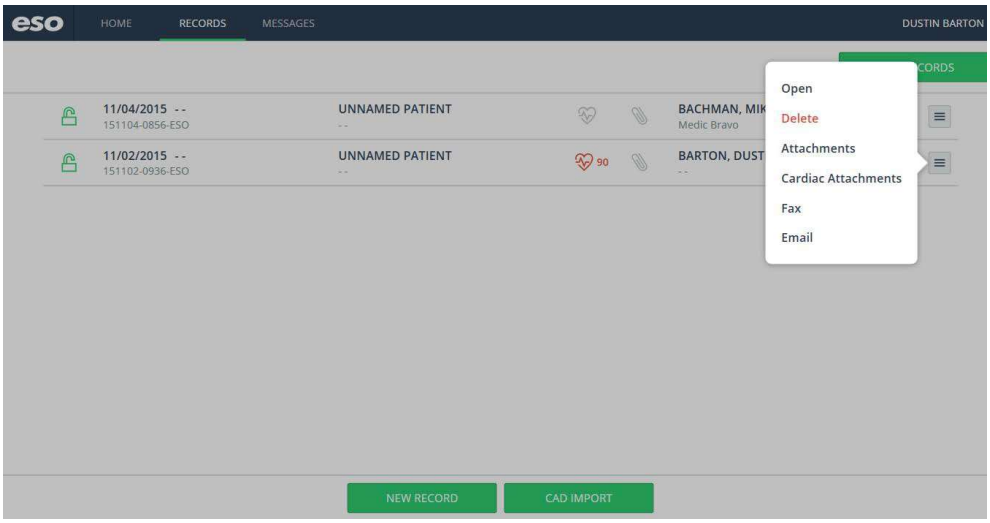
ESO Scheduling: ESO Scheduling combines automated employee scheduling, time and attendance, overtime control, request management and messaging into one easy to use tool.

KEY EHR FEATURES

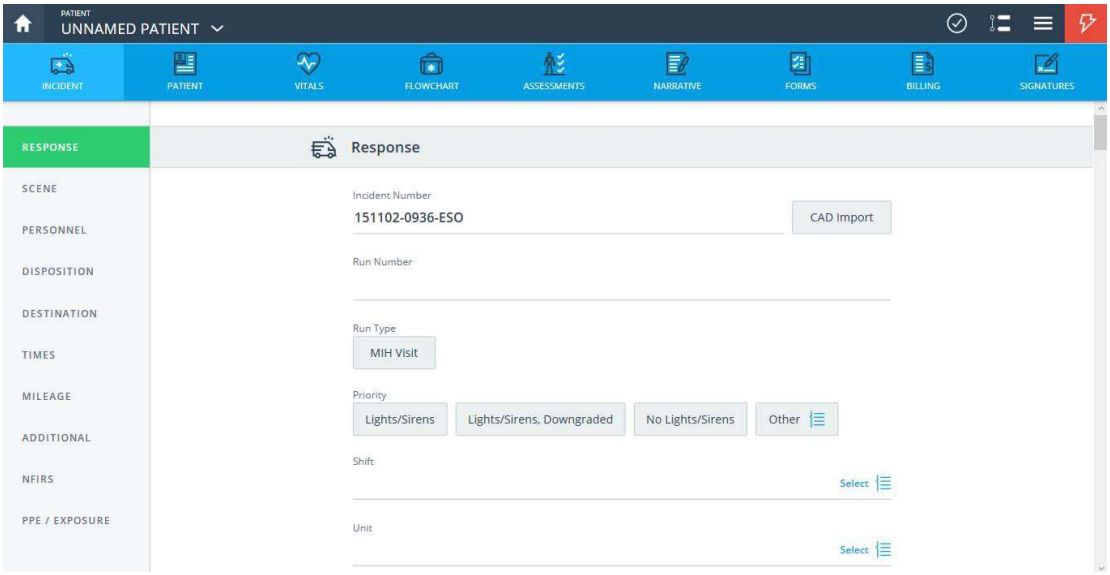
From the Mobile Home page, users see a dashboard to view messages, see a count of records in that status center and can pre-enter the crew for that shift. The user can also start a new record directly from this page.



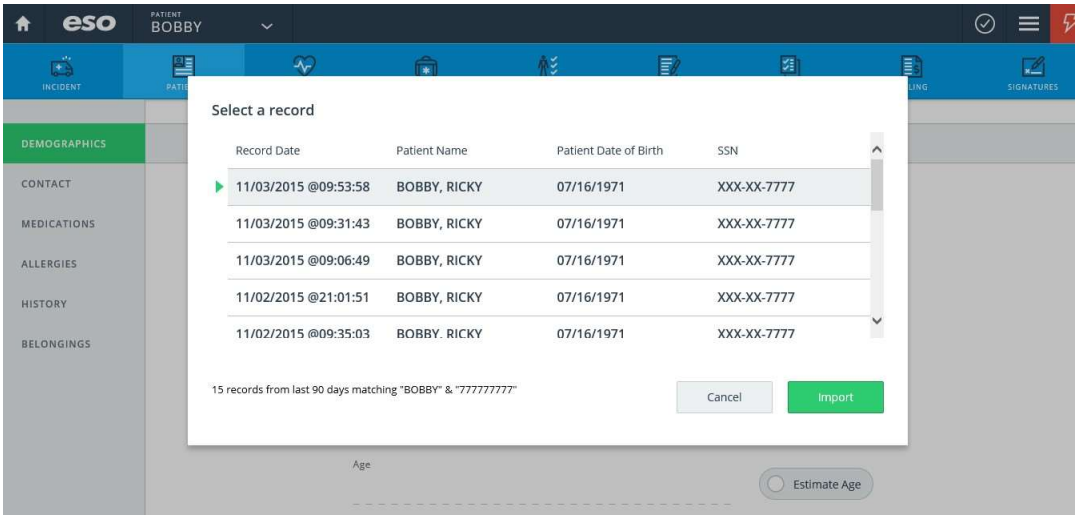
From the EHR Landing page, users add new calls (and may run multiple calls at once) as well as print/fax/email calls or upload files as attachments.



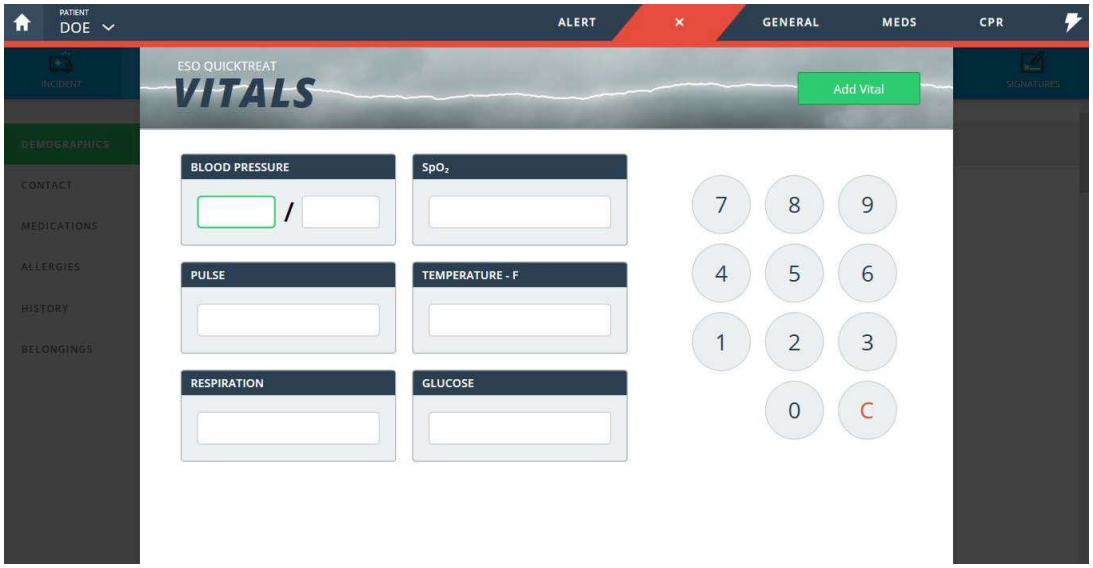
The Incident Details page provides a simple place for incident data entry and CAD import. With quick picks that allow for quick data entry and a left side navigation panel, the user can work thru the application swiftly and efficiently.



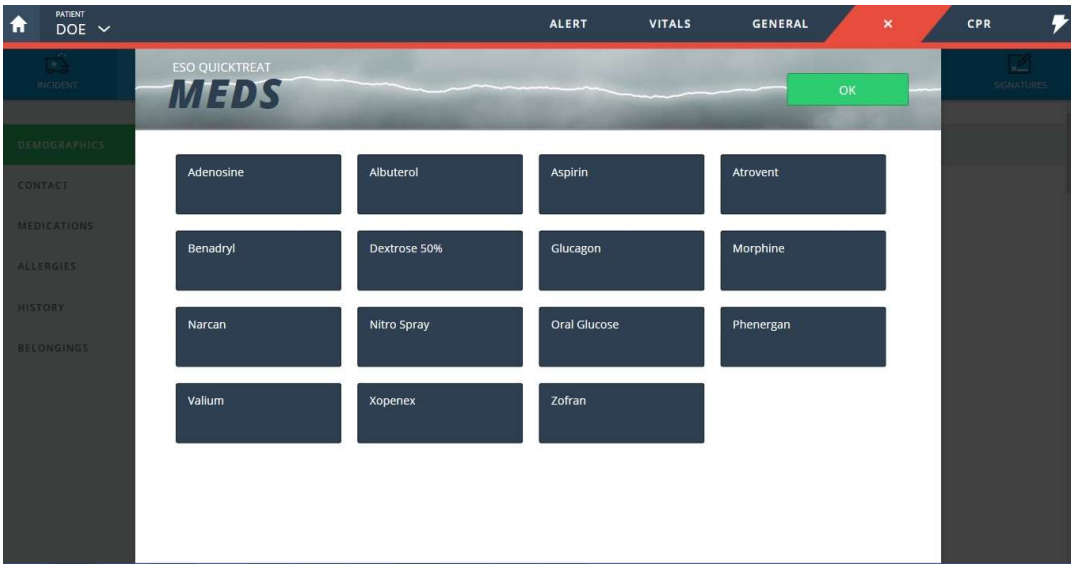
The Patient Info page includes a patient lookup feature, which populates the patient's demographic information, history, medications, and allergies, along with his or her billing information, from the last call.



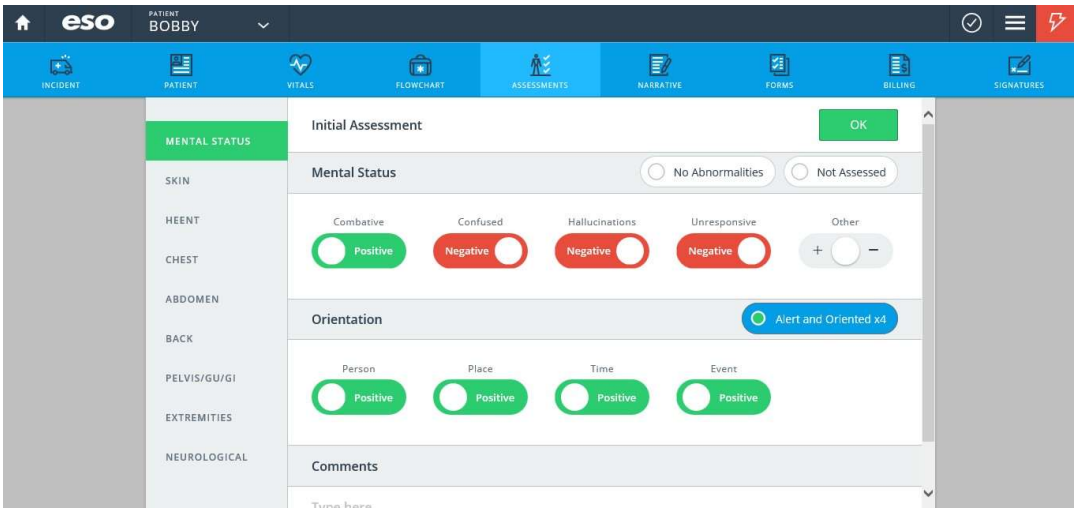
ESO's Quick Treat feature allows end users to time stamp events, including vital signs, without having to leave their place within the record. Additional Quick Treat buttons are included in the General and Meds tabs.



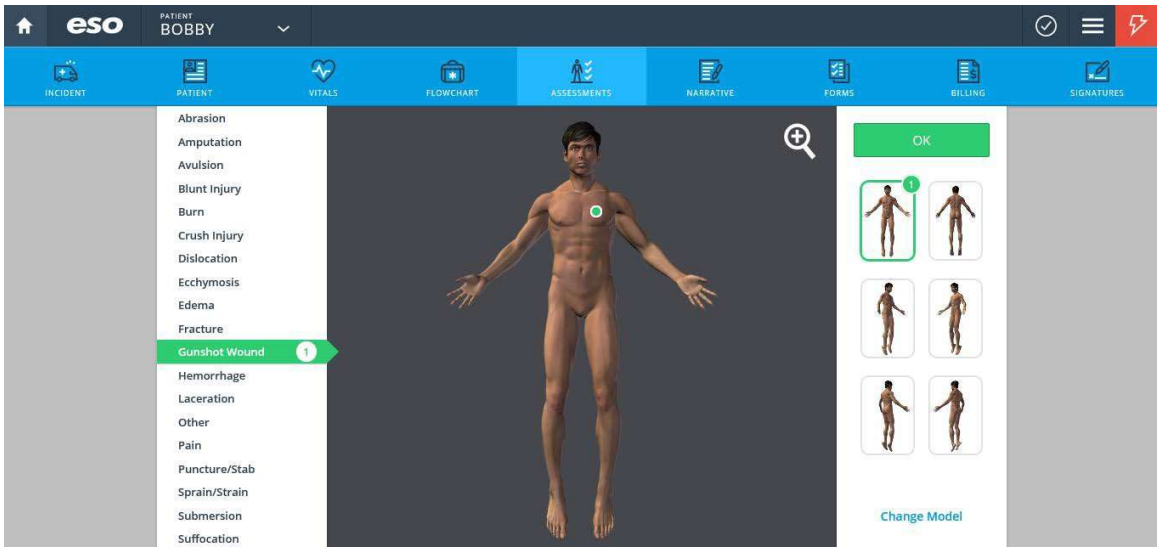
Quick Treat CPR allows users to time stamp resuscitation events as they occur. Events that occur multiple times in the code are indicated by a counter in the corner of each item. All events entered through Quick Treat are editable in the main flowchart treatment area.



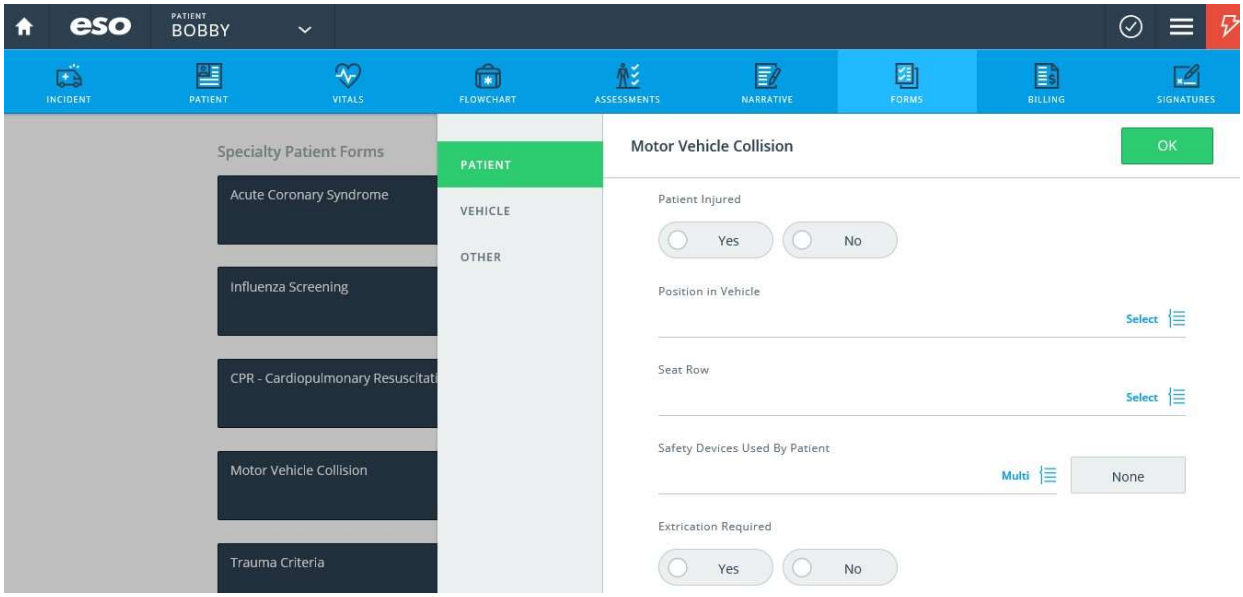
On the Assessment Details page, ESO uses toggle switches that allow a user to easily indicate a positive or negative finding based on a simple click to the left or right. All information populates the assessment grid.



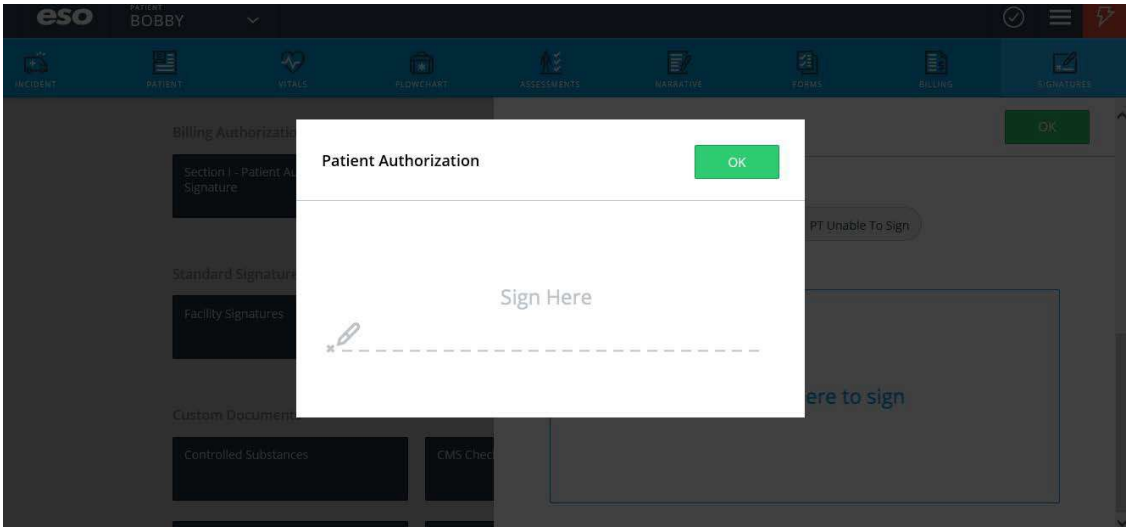
Assessment input options on the anatomical figures include a point and place injury process. This injury placement also populates the assessment grid.



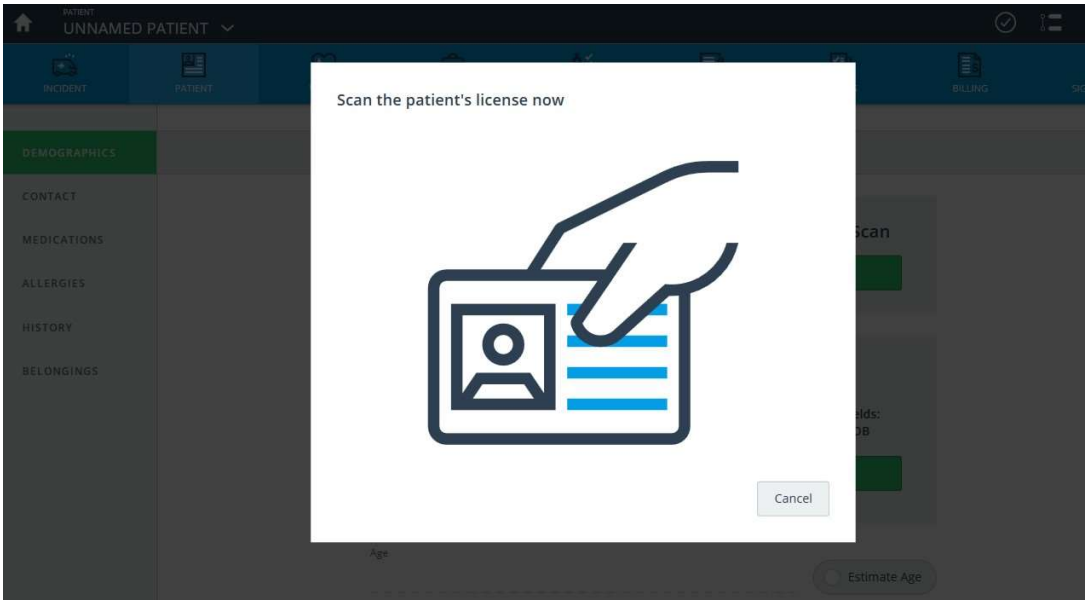
ESO's Specialty Patient forms are templates designed to enable end users to focus documentation on specific patient types.



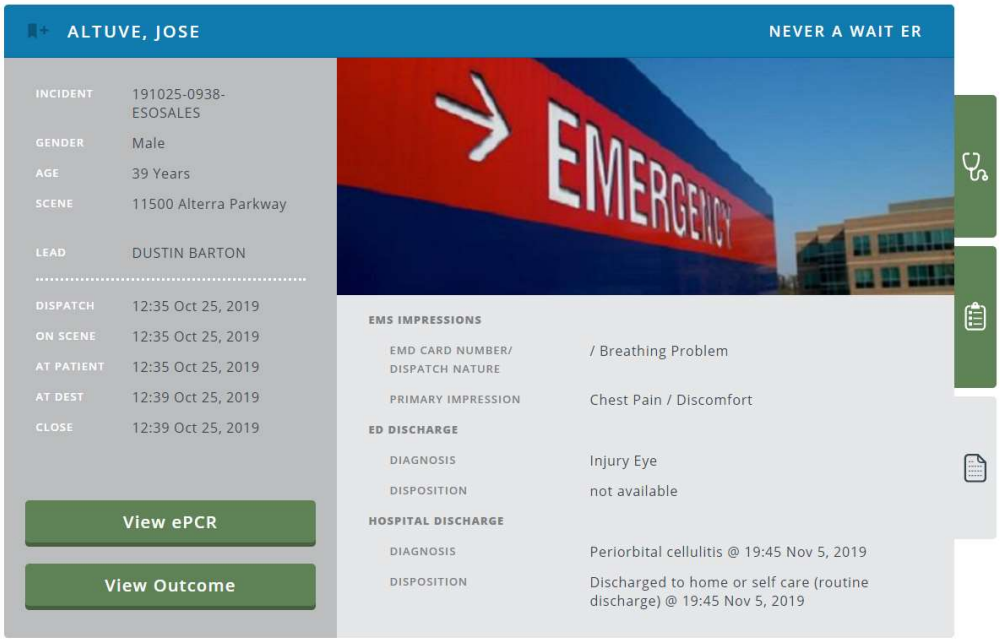
ESO EHR accepts onscreen Signatures for multiple purposes.



Driver's License Scanning allows a user to import a patient's demographic information directly from their driver's license.



Patient Outcome Data available to the providers from the ESO landing page.



Other EHR Features

Reporting

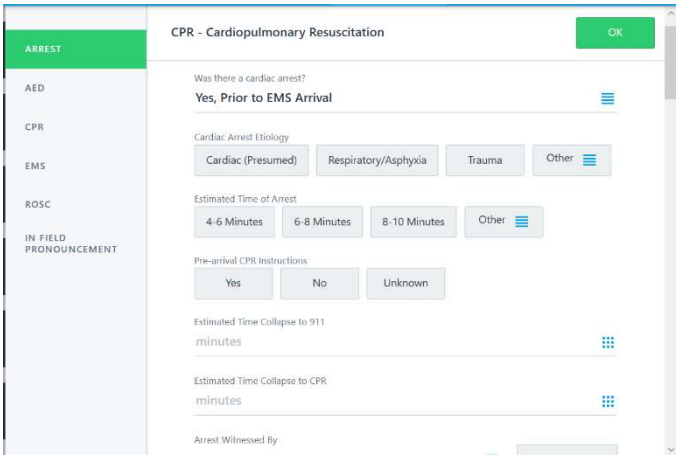
ESO's Analytics lets users drill down into the data they collect in the field. Reports span the spectrum with everything from 12-lead ECG performance to turnaround times and opioid data. Users can filter and customize reporting so that everyone from basic users to data experts can find insight in the information they collect each day.

The future vision of ESO Analytics will be a single reporting experience allowing the user a simple point and click multi-panel dashboard creation for easy and accessible self-service reporting to explore data and uncover insights. A vast visualization library offers chart types beyond the standard bar and line including control charts, box and whisker plots, and a calendar heatmap. Threshold alerts enables you to stay on top of your most important KPIs from your dashboards. Predictive analytics using trend lines allow you to visualize and plan for future events. ESO's global library of reports validated by ESO clinical experts will allow users to quickly find reports or easily modify and edit them to suit their needs then quickly schedule or share a report to other users.



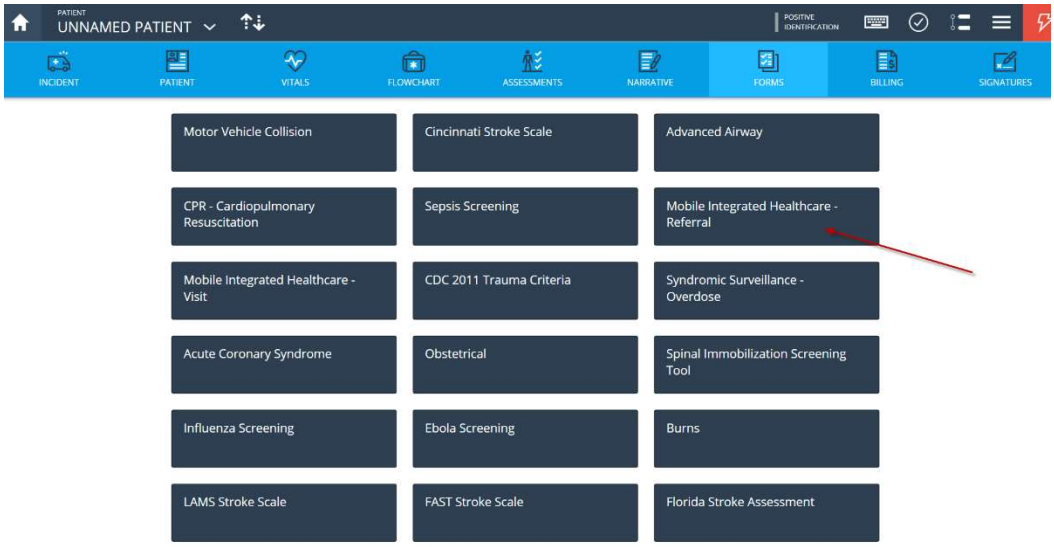
CARES

ESO has an extract process set up with the CARES registry. Upon approval by CARES, ESO can send cardiac arrest data electronically on your behalf. Within the ESO software, we have a CPR form that collects the CPR data and can be mandated for completion when a patient has received CPR or has been documented as being in cardiac arrest.

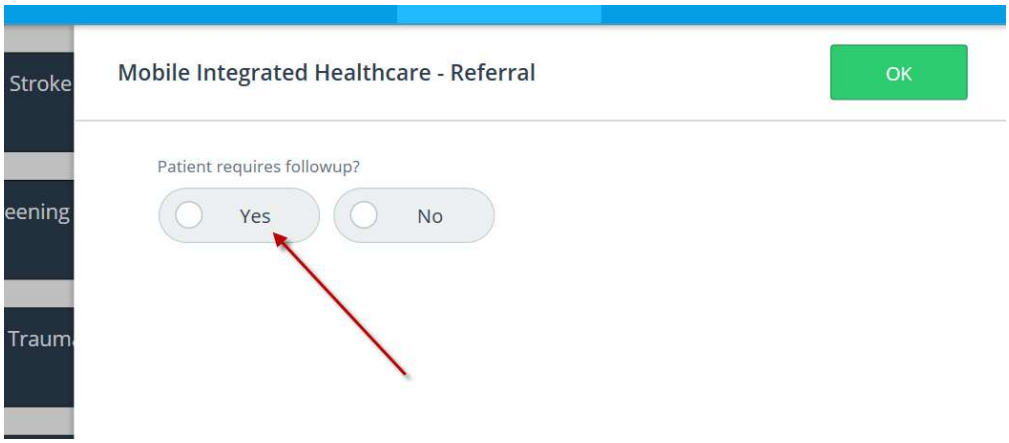


Mobile Integrated Health (MIH)

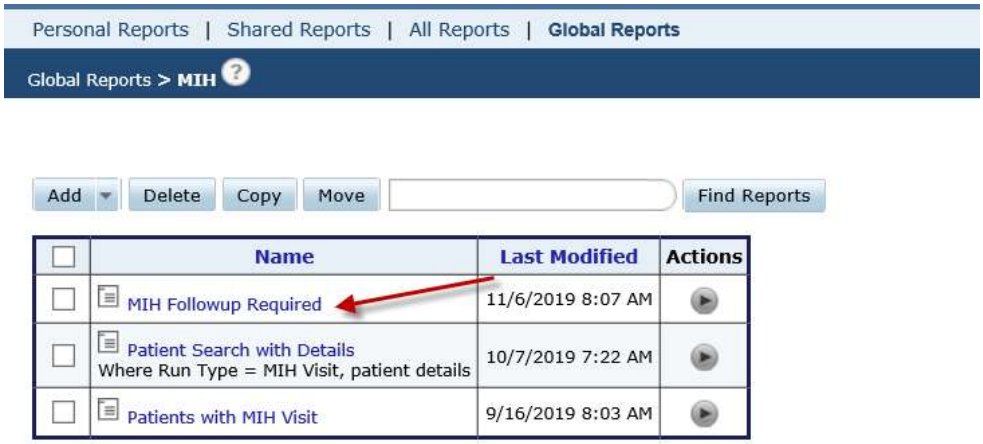
Built-in to the current ESO EHR is the ability to track MIH patients. The following pages outline how the current application allows for monitoring. This is all part of the EHR package and is included at no additional cost.



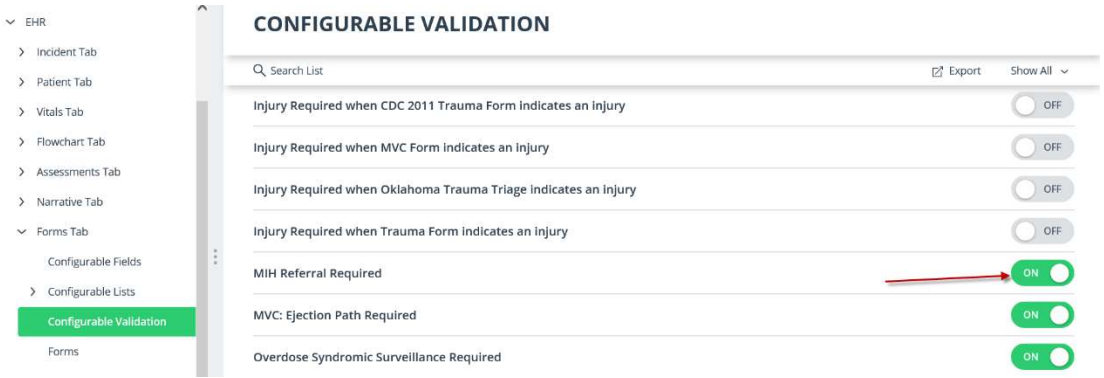
Use the Referral form to identify patients who should be included in the program.



A report can be scheduled to find any patients that have been documented as requiring follow-up.



The MIH-Referral follow-up can be a mandatory validation.



MIH-Visit

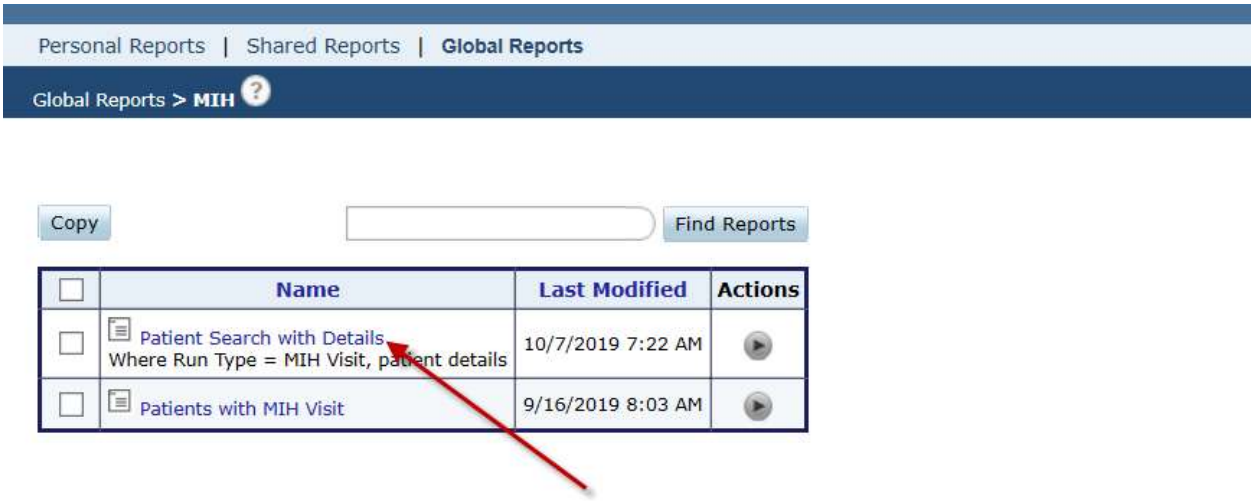
When seeing a patient as part of your MIH program, use the Run type of MIH Visit to document the encounter.



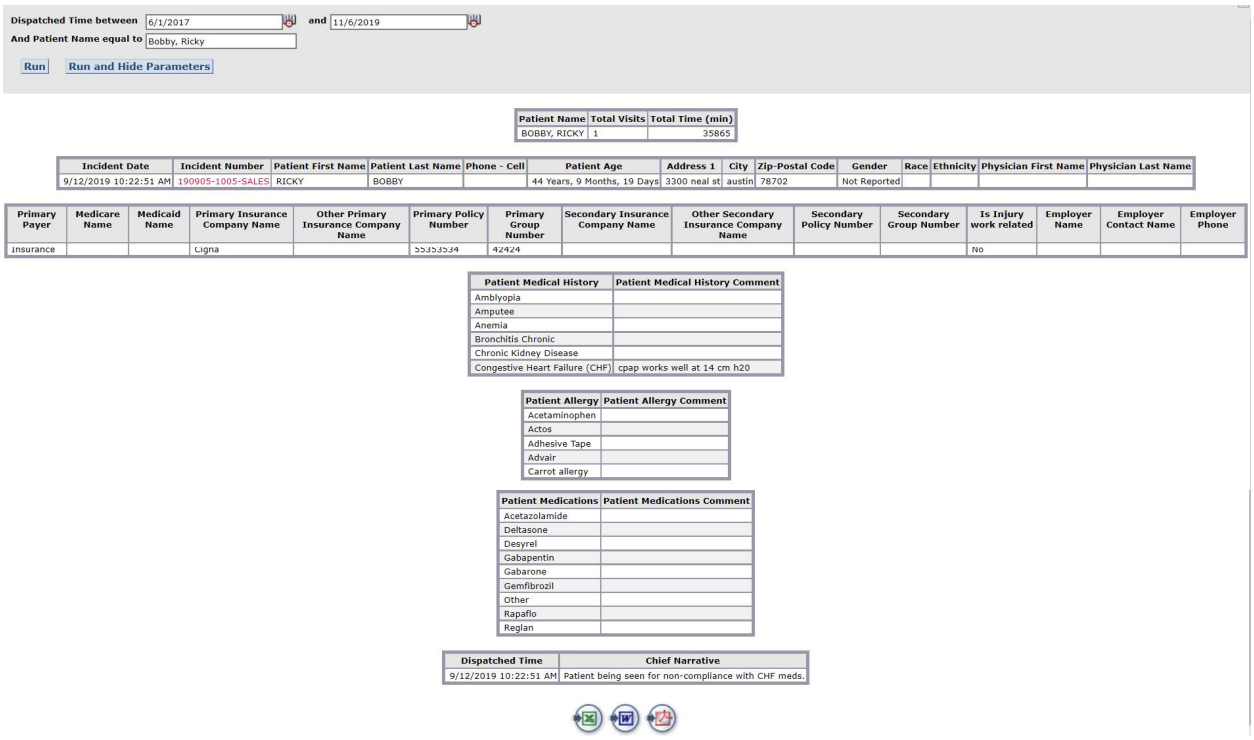
Reporting

Prior to the visit, a report can be run to see details of past encounters with the patient to help identify the needs.

Go to Ad hoc, Global Reports/MIH.



Enter the date range and the patients name (last name, first) to see the results.



Dispatched Time between 6/1/2017 and 11/6/2019
And Patient Name equal to Bobby, Ricky
Run | Run and Hide Parameters

Patient Name	Total Visits	Total Time (min)
BOBBY, RICKY	1	35865

Incident Date	Incident Number	Patient First Name	Patient Last Name	Phone - Cell	Patient Age	Address 1	City	Zip-Postal Code	Gender	Race	Ethnicity	Physician First Name	Physician Last Name
9/12/2019 10:22:51 AM	190905-1005-SALES	RICKY	BOBBY		44 Years, 9 Months, 19 Days	3300 neal st	austin	78702	Not Reported				

Primary Payer	Medicare Name	Medicaid Name	Primary Insurance Company Name	Other Primary Insurance Company Name	Primary Policy Number	Primary Group Number	Secondary Insurance Company Name	Other Secondary Insurance Company Name	Secondary Policy Number	Secondary Group Number	Is Injury work related	Employer Name	Employer Contact Name	Employer Phone
Insurance			Cigna		55555554	42424					No			

Patient Medical History	Patient Medical History Comment
Amblyopia	
Amputee	
Anemia	
Bronchitis Chronic	
Chronic Kidney Disease	
Congestive Heart Failure (CHF)	cpap works well at 14 cm h20

Patient Allergy	Patient Allergy Comment
Acetaminophen	
Actos	
Adhesive Tape	
Advair	
Carrot allergy	

Patient Medications	Patient Medications Comment
Acetazolamide	
Deltasone	
Desyrel	
Gabapentin	
Gabarone	
Gemfibrozil	
Other	
Rapaflo	
Reglan	

Dispatched Time	Chief Narrative
9/12/2019 10:22:51 AM	Patient being seen for non-compliance with CHF meds.

System Architecture

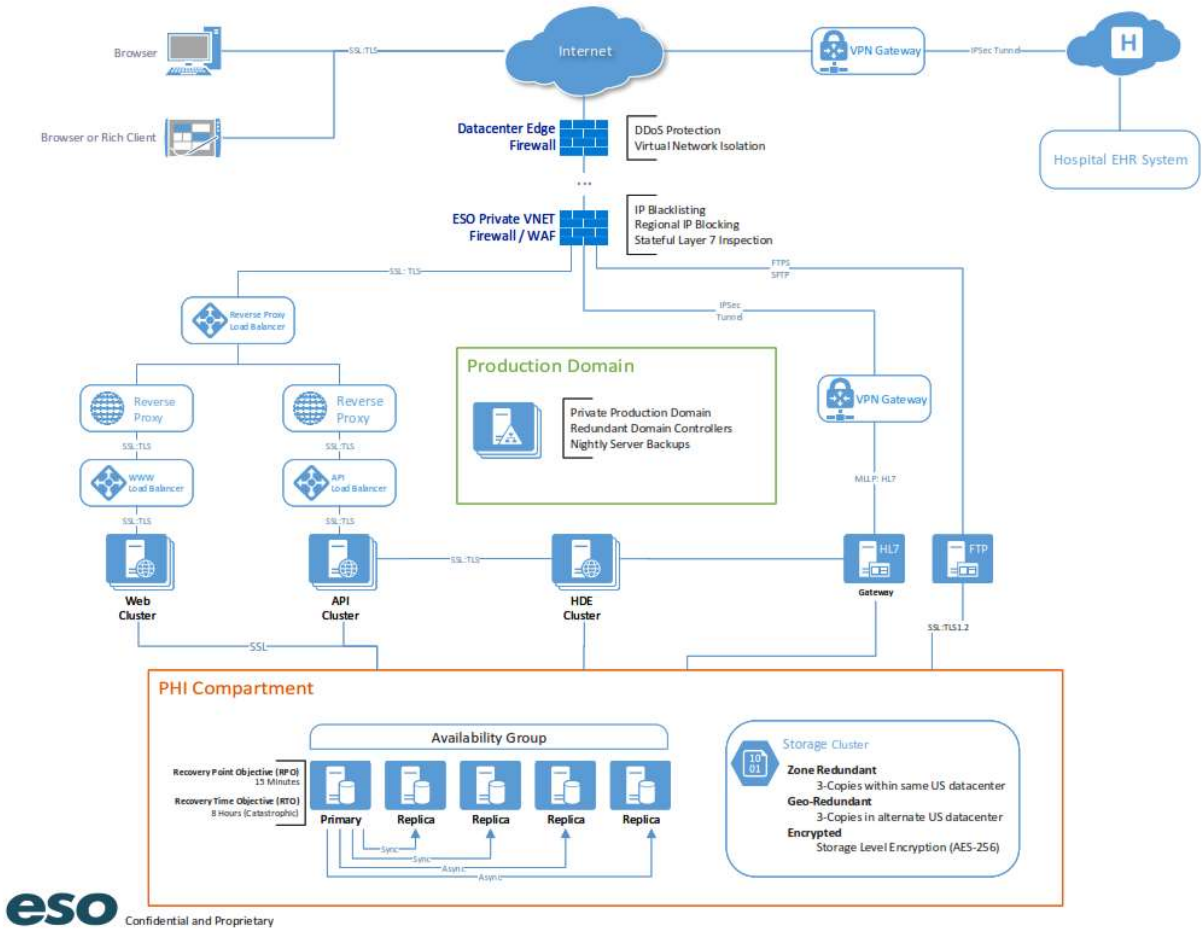
ESO's software architecture is a three-tier environment at the user interface, application and data layers. Our solution is hosted by Microsoft Azure who provides disaster recovery capabilities. As a SaaS application, server storage and hardware requirements are not applicable. Minimum download speeds of 10Mbps and 2Mbps upload are required.

ESO maintains the system 24/7/365 with an uptime of over 99.99%. ESO stores data in real-time and uses load balancers to manage user activity and maintain system performance. All data is stored indefinitely unless specifically requested to purge making all data available for access and reporting at any time.

ESO provides Analytics and ad hoc reporting tools where there are over 500 pre-built reports and the ability to create your own. In addition, ESO has the ability to send an xml file to a secure ftp folder in real time, if Williamson County would like to create their own database and store this data locally in order to use your own BI tool for analysis.

As described in the Timeline and Work Plan section, ESO's Implementation Team will walk you through the entire process. Once Williamson County goes live, the support team becomes responsible for assisting with any questions. The sample implementation plan indicates the responsibilities of Williamson County employees in the implementation process.

The diagrams below models ESO's network architecture.


Browser
Browser or Rich Client
SSL/TLS
Internet
VPN Gateway
IPSec Tunnel
H
Hospital EHR System
Datacenter Edge Firewall
DDoS Protection
Virtual Network Isolation
ESO Private VNET Firewall / WAF
IP Blacklisting
Regional IP Blocking
Stateful Layer 7 Inspection
SSL/TLS
FTPS
SFTP
IPSec Tunnel
Reverse Proxy Load Balancer
Production Domain
Private Production Domain
Redundant Domain Controllers
Nightly Server Backups
Reverse Proxy
Reverse Proxy
VPN Gateway
SSL/TLS
SSL/TLS
www Load Balancer
API Load Balancer
MLLP/HL7
SSL/TLS
SSL/TLS
Web Cluster
API Cluster
HDE Cluster
HL7 Gateway
FTP
SSL/TLS1.2
SSL
PHI Compartment
Availability Group
Recovery Point Objective (RPO) 15 Minutes
Recovery Time Objective (RTO) 8 Hours (Catastrophic)
Primary
Replica
Replica
Replica
Replica
Sync
Sync
Async
Async
Storage Cluster
Zone Redundant
3-Copies within same US datacenter
Geo-Redundant
3-Copies in alternate US datacenter
Encrypted
Storage Level Encryption (AES-256)
eso
Confidential and Proprietary

.

Requirements Matrix

Below is ESO's response to the requirements listed in the RFP.

Req #	Requirement Met? (Y/N)	If yes, how does your product meet the requirement?
CP1	N	ESO provides over 1000 configurable fields, lists, and validations to provide for customization and configuration within our EHR platform but does not allow for user-defined customization at this time.
CP2	Y	As stated above, most lists in EHR are configurable and sortable.
CP3	Y	This is provided via ESO Analytics and Insights reporting platforms.
CP4	Y	ESO provides data migration of NEMSIS data from previous ePCR vendors, if necessary, with applicable costs.
CP5	Y	ESO provides a data extract of all records via secure FTP transfer if purchased.
CP6	Y	This is provided with ESO Health Data Exchange
CP7	Y	ESO is already in pre-compliance for NEMSIS 3.5
CP8	N	Please see response to CP1. ESO provides a multitude of training resources for users to better understand how to use EHR.
CP9	N	While there is an Outcome Portal provided via Health Data Exchange in a customer's instance of esosuite.net for all Outcome data to be viewed, no notifications outside the ESO web application is available at this time.
CP10	Y	ESO provides a mobile and web application for EHR that can be managed by county IT at all times if necessary.
CP11	Y	All NEMSIS-required fields and lists are static and set to NEMSIS values in EHR. Most lists are configurable to allow for the proper choices to be displayed.
CP12	Y	ESO provides this CAD interface for Williamson County today.
CP13	Y	ESO EHR accepts data from all 12-lead cardiac monitors. Other devices would need to be evaluated to determine what data could be imported.

Req #	Requirement Met? (Y/N)	If yes, how does your product meet the requirement?
CP14	Y	ESO EHR accepts data from all 12-lead cardiac monitors to be imported into Vital Signs and Flowchart.
CP15	N	ESO does not provide any other integration from other patient care devices at this time but will be happy to evaluate what devices the customer may wish to integrate.
CP16	Y	ESO uses Health Data Exchange to connect to HIE's as well as hospital systems.
CP17	Y	Using ESO Patient Tracker and Health Data Exchange.
CP18	Y	ESO provides all extract reporting for our customers.
CP19	Y	ESO provides all extract reporting for our customers.
CP20	Y	Using ESO Analytics and Insight reporting platforms.
CP21	Y	This is provided using ESO Analytics and Insights reporting platforms where multiple roles and permissions are available from Viewer to Designer of Reports.
CP22	Y	Pursuant to answer for CP5 – ESO provides a data extract via secure FTP that can then be consumed into any other software for further reporting capabilities.
CP23	Y	Using ESO Analytics and Insights reporting platforms.
CP24	N	While ESO EHR provides a patient lookup feature that spans the last 150 days for previously run calls to import Patient data, we do not currently provide any sort of "EMR" or master patient record.
CP25	Y	Using ESO Analytics and Insights reporting platforms.
CP26	Y	Using ESO Insight reporting platform. All outer joins are capable
CP27	N	Functionality will be available in Q3 2022 to write SQL directly to your agency specific data warehouse
CP28	Y	Using ESO Analytics and Insight reporting platforms.
CP29	Y	Using ESO Analytics and Insight reporting platforms. All Outcome data is available for reporting as well.

Req #	Requirement Met? (Y/N)	If yes, how does your product meet the requirement?
CP30	Y	ESO is roles and permissions based.
CP31	Y	Available using EHR, Quality Management, and Analytics/Insights.
CP32	Y	ESO uses MS Azure.
CP33	Y	Any changes made in Admin take effect on the web and mobile (upon update) applications.
CP34	N	Please see answer to CP1.
CP35	N	Please see answer to CP1.
CP36	N	Please see answer to CP1.
CP37	Y	Using ESO Quality Management (QM).
CP38	Y	ESO QM is non-discoverable and not tied directly to the chart it references.
CP39	Y	ESO provides multiple categories for tracking in QM as well as in Analytics.
CP40	N	As of today each QM review is subjective by the reviewer, however ESO has plans to upgrade this feature in early 2023.
CP41	Y	ESO provides three different permission-based arms for review, as well as hierarchal permissions within those arms.
CP42	N	As of today ESO provides manual filtering for review criteria, however ESO has plans to upgrade this feature in early 2023.
CP43	N	ESO does not allow for user-defined labeling of fields.
CP44	Y	Available in QM.

Req #	Requirement Met? (Y/N)	If yes, how does your product meet the requirement?
CP45	N	ESO offers filter criteria in all applications but does not allow for user-defined filter capability.
L1	Y	Agency Mobile version along with last update are available. ESO pushes out all version updates and also has audit log reports to show login times and access to charts.
L2	N	ESO does not currently provide a customer portal to track enhancement requests but is working on providing this function in the future.
L3	Y	Via Analytics and Insights reporting platforms.
BC1	N	ESO provides an extract of pdf's of all charts to Billing vendors/software and supplies can be included that were used in that chart, but the exportable run-sheets are not customizable by the customer.
BC2	N	CMS service level can be selected by the provider, but it is not automatically calculated based on Flowchart items used.
BC3	Y	This is done during Implementation to set the proper dispositions that should go to billing. QM also provides a stop-gap for allowing for the proper calls to go to Billing.
BC4	Y	Consumables can be documented in EHR, and ESO also provides an Inventory module that has integration with EHR to rectify the items that are used based on the Flowchart items used.
BC5	Y	This is done during Implementation to set the proper dispositions that should go to billing. QM also provides a stop-gap for allowing for the proper calls to go to Billing.
BC6	Y	This can be done via Insights or Analytics reporting platforms.
BC7	Y	ESO can provide a data export in .xml format for all charts completed.
BC8	Y	This can be done as file attachments or using our picture-taking feature where pictures taken with the camera on the device are attached to the chart.
BC9	Y	Appended narratives are allowed for any locked chart by the providers on that chart.
BC10	Y	Only providers on a given chart can add appended narratives after a chart has been locked.
BC11	Y	Multiple patients can be added into an initial EHR and all can be managed in the same place.
BC12	Y	This is done during the implementation process via ESO's configurable lists.
BC13	Y	This is done during the implementation process via ESO's configurable lists.
BC14	Y	This is done during the implementation process via ESO's configurable lists.

Req #	Requirement Met? (Y/N)	If yes, how does your product meet the requirement?
BC15	Y	ESO charges a separate fee for billing integration that will be denoted properly with pricing
BC16	Y	Available in Analytics for state and NEMSIS extracts
BC17	Y	Available in Analytics and Insights with Filters by disposition.
BC18	Y	Available in Analytics and Insights.
BC19	Y	Available in Insights.
BC20	Y	Via the Mileage calculator in EHR.
BC21	N	At this time ESO offers audit tracking of opening and printing charts at the customer level, but not what was changed, and what values were changed.
BC22	N	At this time ESO offers audit tracking of opening and printing charts at the customer level, but not what was changed, and what values were changed. ESO is looking to improve this filterability in 2023.
BC23	Y	ESO provides all extract reporting to NEMSIS, state, and any other repositories necessary for compliance.
BC24	Y	Soc 2 Type II compliant
BC25	Y	Via digital signature boxes in EHR.
BC26	Y	Available for Billing authorization, Patient refusal and PCS sections.
BC27	Y	Available for Billing authorization, Patient refusal and PCS sections.
BC28	Y	Provided during implementation and after go-live via ESO support.
BC29	Y	Available as a secondary environment purchase.
FO1	Y	As attached files or picture-taking within the EHR application.
FO2	Y	Integration Zoll, Physio-Control, and Philips 12-lead monitors. Capable of importing 12 and 3-lead captures, vital signs, and treatment keys/event markers that occur on the monitor.

Req #	Requirement Met? (Y/N)	If yes, how does your product meet the requirement?
F03	Y	Using copy and paste for any open comments field is possible.
F04	Y	Predictive-text search bars available in all lists in EHR.
F05	Y	All data is saved when clicking out of a window or table in EHR.
F06	N	But city, state, and county can be populated zip code entered, as well as zip codes displayed when city and state are entered.
F07	Y	Via EHR Quicktreat mode
F08	N	Up to 40,000 characters
F09	Y	Available for any patients seen and charted up to 150 days prior to lookup.
F010	Y	Via CAD integration
F011	Y	In real-time.
F012	Y	If done via cloud-integration with monitor. Direct or local connection (Bluetooth, wifi, cable) requires monitor company SDK for proper integration.
F013	Y	Available in Vital signs.
F014	Y	Data from EHR mobile applications being back up on web application upon connection to internet, or otherwise every 15 minutes. Syncing records from mobile application to web requires minimal effort.
F015	Y	EHR mobile application is a native application on windows-based devices that allows for changing of shift data seamlessly.
F016	Y	Can import from any monitor that connects to EHR.
F017	Y	Nearly identical application on mobile and web version s of EHR.
F018	Y	Via Sync feature in EHR mobile application.
F019	Y	Via Analytics and Insights reporting platforms.
F020	Y	Via Analytics and Insights reporting platforms.

Req #	Requirement Met? (Y/N)	If yes, how does your product meet the requirement?
FO21	Y	Available with ESO Inventory if purchased.
FO22	Y	Possible with Resident Status or Advanced Directive fields in EHR.
FO23	N	ESO does not provide any proprietary speech-to-text or dictation capability, but other software can be used if necessary for example Dragon or Cortana.
FO24	N	ESO does not provide this function but integrates with Handtevy software to import such data.
FO25	N	Spell-check available based on operating system of application running. Grammar check not available.
FO26	Y	ESO offers over 1000 configurable fields, lists and validations as well as predictive-text search for ease-of-use and quick navigation to pertinent data in filling out an EHR.
FO27	Y	Uses the camera on the device to scan Driver's License or wristband UPN number at hospital.
FO28	Y	This is how EHR was designed.
FO29	Y	This is how EHR was designed.
FO30	Y	Using EHR mobile application.
FO31	Y	Using EHR mobile-to-mobile feature.
FO32	Y	EHR was built based on an ease-of-use concept.
IT1	Y	SOC 2 Type II compliant.
IT2	Y	Username and Password
IT3	Y	Configurable in Admin console
IT4	Y	Data encrypted at rest and in transit.
IT5	Y	Sharding of database allows for minimal updates/downtime...notifications sent via email and application to notify of upcoming update times.
IT6	Y	For all support tiers.

Req #	Requirement Met? (Y/N)	If yes, how does your product meet the requirement?
R1	Y	Available in Analytics and/or Insights reporting platforms.
R2	Y	Via Analytics.
R3	N	Able to show when chart was accessed or printed. Planned upgrade to this capability in early 2023.
R4	N	Able to show when chart was accessed or printed. Planned upgrade to this capability in early 2023.
R5	N	Not available as of today but planned upgrade of QM in Q1 of 2023 to include this functionality.

Timeline and Work Plan

About Our ESO EHR & Fire Training and Implementation Process:

ESO's blended implementation and training plan relies on both on-site and remote, off-site training. Having implemented over 3,000 customers, ESO provides flexible training options to meet the specific needs of your agency. Outlined in the section below is our typical approach, however we can customize the plan according to your desired roll-out plan. Typical implementations are between 60 and 90 days. A schedule is built working back from the desired go-live data.

ESO places a special emphasis on the 'train the trainer concept' by identifying the need for "power users" to receive more advanced, or detailed, training. These power users are expected to learn the product well enough to educate future employees and provide refresher training if necessary. Further, once the system is placed into production, ESO offers customer support, regional learning opportunities, and a host of materials available for training. We do not train our agencies and leave, we support our agencies and their end users through the lifetime of the contract. Customer support is included within your contract.

ESO EHR Milestones:	
1	Project Kickoff
2	Information Gathering and System Setup
3	Installation of Mobile Software and Cardiac Monitor Interface
4	Online Administrative Training
5	Mobile Software Testing
6	Billing Interface
7	Online Administrative Training (QM/reporting)
8	Online End-User Testing
9	Regulatory Compliance/Data Reporting
10	System Testing
11	System Go-Live and Post-Implementation Support

Upgrades and Enhancements

Historically, ESO upgrades three to four times per year. This occurs during the 4:00 am – 6:00 am (CST) timeframe and generally only lasts 30 minutes. As a SaaS service, upgrades and product enhancements are "delivered" (available) to the user on log in.

It is important to note that mobile reporting is still available during this time.

Bug Fixes and Patches

Changes required by state and national agencies are implemented immediately and available to users on log in, as are any mutually beneficial updates, bug fixes, and patches. As a SaaS model, ESO's software automatically pushes upgrades and bug fixes to end users, reducing your efforts

ESO EHR AGENCY ONBOARDING - OVERVIEW

This Project Implementation Plan will outline the effort and deliverables required by ESO to support Williamson County to successfully implement its ePCR. ESO's primary focus will be to drive towards a successful deployment while meeting committed dates, user expectations and acceptance.

IMPLEMENTATION PLAN

- Project Kickoff
- Information Gathering and System Setup
- Online Administrative Training (Admin/Overview)
- Online Administrative Training (Reporting)
- End-User Testing
- System Testing
- System Go-Live

MILESTONE 1: PROJECT KICKOFF

Deliverables: Introductory Kickoff Conference Call Agency Key Players Worksheet

To initiate the implementation process, the ESO Senior Project Manager will contact the Williamson County Project Manager to schedule an introductory conference call. ESO will provide a planning worksheet to identify key players who will participate in the software's implementation and ongoing administration. Agency participants should include agency administrators, quality management leadership, and local IT resources. Documentation will also be provided highlighting areas that the agency will need to consider during the transition to the ESO EHR, including the need to align terminology and outline any new workflows for the organization's day-to-day operations. The agency will receive a detailed list of these areas during project implementation.

Following the introductory call, a more formal kickoff call will introduce the ESO to a broader audience of agency stakeholders. The call's purpose is to enable the agency and ESO implementation team members to introduce themselves and begin to discuss project deliverables, task ownership, and tentative timelines, including possible online and/or onsite training dates. ESO and the agency will identify and start planning for any interfaces such as CAD.

After the call, ESO will provide the agency's project implementation team a summary of the call along with the agreed upon project timeline, including milestones for:

- Documentation return
- System setup by ESO
- Interface programming and testing, if applicable
- Online administrative training
- Completion of EHR module system setup
- End user training
- End user practice
- Post-implementation follow-up
- ESO and the agency's project lead can discuss the scheduling of additional meetings and other means to report progress.

MILESTONE 2: INFORMATION GATHERING AND SYSTEM SETUP

Deliverables: Agency Account Provisioning

Agency setup begins immediately after kickoff and last for approximately two weeks. The milestone time frame may vary depending on how quickly the agency returns the completed setup file and how quickly the agency completes its portions of the system setup after the account is setup by ESO. ESO creates a tenant account for the agency in ESO Suite and imports the information provided in the

agency's setup file, including personnel, units, vehicles, shifts, stations, etc. When this setup is complete, ESO will provide designated agency users with login information to complete the agency portion of the setup. This includes:

- Adding a company logo (can be completed by ESO during initial setup if preferred)
- Assigning usernames
- Assigning roles and claims
- Establishing agency password and lockout policies
- Creating new users and assigning user roles and login credentials
- Adding any additional facilities, units, vehicles etc. Beyond those entered by ESO during initial system setup
- Configuration of optional workflows
- Configuration of agency validation rules
- Addition of optional, pre-defined data fields

ESO will train agency administrators on this functionality during the online administrative training session and will provide detailed help guides to assist administrators throughout this process.

MILESTONE 3: ONLINE ADMINISTRATIVE TRAINING (ADMIN/OVERVIEW)

Deliverable: Online Training

Local admin training usually occurs within one week after ESO receives the completed setup file from the agency. This training is generally three hours in duration and should be attended by anyone who will be participating in the administration of the system and who has a good understanding of the department's processes.

ESO uses Zoom for online training and the maximum number of attendees is 25. Training objectives and activities include:

- A brief overview of the ESO applications
- Adding additional facilities, units, vehicles etc. beyond those entered by ESO during initial system setup
- Configuration and maintenance of the ESO administrative console
- Adding a company logo
- Assigning usernames
- Assigning roles and claims
- Loading agency-specific, custom forms
- Establishing agency password and lockout policies
- Creating new users and assigning user roles and login credentials

MILESTONE 4: ONLINE ADMINISTRATIVE TRAINING (REPORTING)

Deliverable: Online Training

This training takes place online as a separate online session. ESO conducts this training using regularly scheduled, bi-monthly GoToMeeting sessions and it is recommended that all of your

supervisory and billing staff attend. They do NOT need to pre-register for any given class. A class schedule will be provided to you at the completion of your initial administrative training session as well as information on how to join the ongoing training sessions. This training usually lasts two hours.

The focus of the additional administrative training is to provide:

- An overview of ESO Reports

MILESTONE 5: ONSITE END-USER TRAINING

Deliverable: Onsite training

This activity typically occurs approximately ten days before the system go-live. This final phase of training is designed to familiarize end users with the ESO module features and functionality. The goal of end-user training is to reach as many field users as possible and develop a core group of power users from the EMS organization. This group will provide a cohort of local trainers to teach future staff. This training takes users through each tab of the ESO Fire applications, giving them in-depth views into the functionality and usability of all aspects of the software. Users will be provided with opportunities for hands-on involvement with the software to reinforce learning and be given ample time to ask questions about any issues they may encounter during day-to-day use. Training objectives include:

- Overview of data flow and system security, including creating login credentials
- Entering data on the ESO web-based application (this will include descriptions of all fields and data flow explanations)
- Extended sessions for training end users and troubleshooting issues (if training power users)

ESO recommends two end-user training sessions per day of onsite training. Each end-user session lasts approximately 3 to 3.5 hours. Ideally, classes of 20 attendees or less are held in an appropriate classroom setting with projection and wireless internet access. End-users follow along on mobile computers, are preferred. Power users stay all day with a standard training session in the morning and in-depth training in the afternoon. ESO's implementation team will work carefully with the agency to meet all training needs and requirements.

Selecting which individuals from the organization will learn how to use and teach others to use the software is vital to the success of the project. These power users will gain an in-depth knowledge of ESO applications. They will ensure continuity in staff education by providing training and mentoring to the rest of the organization, including new employees who join the agency after the initial onsite training and deployment.

The power users selected will receive advanced information about the systems in general and ESO in particular. They should be comfortable with technology, be champions of ESO, and clearly understand the organization's internal processes and objectives for data collection. Note that these individuals will not necessarily be the people with the highest rank or the longest tenure.

Agencies are encouraged to move to full use of the system within ten days of training. Training guides and videos are available for reference by administrators and users at all points of set-up, training, and live use of the system. Resources are updated regularly to include upgrades to the

software. Power users may utilize these training materials during later training sessions in the matter they see fit.

MILESTONE 7: SYSTEM TESTING

Deliverable: Agency Sign Off

Agencies are encouraged to initiate testing with ESO and move to full use of the system within ten days of training.

MILESTONE 8: SYSTEM GO-LIVE

Deliverables: Live System and Ongoing Support Ongoing Training

Upon completion of the implementation, the project will transition to ongoing maintenance and support. During this phase, ESO will maintain and manage the solutions, including the provision of ongoing support and training, providing system enhancements as defined through the change management process, and maintaining compliance. Data dictionaries, end-user training materials, and system versioning will be maintained.

Most administrative training is handled online, while user training is typically performed on site. The most important part of the implementation process is the return of the set-up file. Williamson County will fill out a spreadsheet with details regarding personnel, locations, shifts, zones, etc., that will be used to create your agency shell. Once the spreadsheet is completed and the agency is created, the implementation timeline begins.

SAMPLE PROJECT PLAN

Below is an example Gantt chart for the implementation task list with timeframes along with expected hours for each agency vs ESO. EHR implementations generically take 60 to 90 days on average to deploy.

Phase	Task	Est. Customer Hours	Est. ESO Hours	WEEK 1	2	3	4	5	6	7	8
Kick Off & Discovery	Kick Off Event	1	1.5								
	Review Data Requirements	1	2								
	Complete ESO Set Up Workbook	3	1								
	Establish CAD Contacts & Scope	2	2								
Set Up Configuration	Creation of ESO Environment	0	1								
	FIRE & EHR Module Activation (based on bundle purchase)	0	1								
	FIRE & EHR Admin Configration Webinar	1.5	0								
	FIRE & EHR Agency Specific Configurations	3	1								
	FIRE & EHR Data Import Consulting*	3	3								
	FIRE & EHR Data Import Preparation*	5	5								
	CAD Installation & Testing	0.5	3								
	FIRE & EHR Additional Online Trainings (if applicable)	2	2								
	Address CAD development questions (as needed)*	1	8								
	Scheduling Configuration - Timekeeping	3	4								
	Scheduling Configuration - Payroll (if applicable)	3	5								
	Asset Management & Checklist -Tenet Configuration	5	4								
	Asset Management & Checklist -Vehicle Import & Build	6	5								
	Asset Management & Checklist - Location Import & Build	6	5								
	Asset Management & Checklist - Configuration	5	4								
End User Training & Testing	FIRE & EHR Data Import*	2	8								
	FIRE & EHR Data Validation*	4	4								
	FIRE & EHR Scheduling Training based on customer needs	0.5	0.5								
	FIRE & EHR End User Training - Onsite (if applicable) : Est. hours/day	8	8								
	FIRE & EHR End User Training - Online (if applicable): Est. hours/session	4	4								
	Providers create FIRE & EHR test records	3	0.5								
	Adjust FIRE & EHR environment configuration as needed	2	1								
	Final Preparations for FIRE & EHR Go Live - Customer Sign Off	1	1								
	Scheudling Training Session #1 - Adminstrator	2	2								
	Scheudling Training Session #2 - Timekeeping/Payroll	2	2								
	Scheduling - Testing	2	2								
	Scheduling - Customer Sign Off	2	1								
	Asset Management & Checklist - Training	3	4								
	Asset Management & Checklist - Testing	3	4								
	Asset Management & Checklist - Customer Sign Off	1	1								
Go Live	CAD Go Live	0	0								
	EHR Go Live	0	0								
	FIRE RMS Go Live	0	0								
	Scheduling Go Live	0	0								
	Asset Management & Checklist Go Live	0	0								
Total		90.5	100.5								

NOTE: A projected go live date is contingent on completing and returning the set up file in a timely manner; additionally, a CAD interface may have specific build requirements that will impact the overall timeline

**These estimate are subject to adjust based on size and complexity of data and CAD interface requirements*

Personnel

THE ESO TEAM

Our team members have served as EMT's, fire chiefs, medics, led hospital emergency services, and relate quickly and easily to all of our clients. With a high client retention rate, we know that our people make the difference. We are well known in the industry for our character, integrity, reputation, and judgment. While we have grown substantially as a company since 2004, we have never been more laser-focused on our mission to improve community health and safety through the power of data. Our employees live, breathe, and see the results of this every day. We approach our work as if the lives of our own families and friends depend on the results. Because a lot of the time, they do.

Chris Dillie, Chief Executive Officer

Chris was the cofounder of ESO and has been with the company since its 2004 inception, first as Vice President of Marketing and Sales and now as President and CEO, a position he has held since 2009. He brought 13 years of EMS experience and a solid business background to ESO, having served in roles ranging from EMS manager to founder of a real estate company that bought, sold, and managed properties. Chris designed the first several versions of the ESO EHR software, and his vision continues to be the driving force behind the development of new products to meet the changing demands of the healthcare market.

Allen Johnson, Chief Product Officer

Allen brings to ESO 30 years of EMS experience as a paramedic, educator, and administrator. He most recently served as the Executive Director for Emergency Services for the HCA Gulf Coast Division where he worked closely with local EMS agencies and hospital service lines to integrate continuity of care and improve service delivery and outcomes. Prior to his work at HCA, Allen led the Montgomery County Hospital District as Chief Executive Officer and has served on numerous boards including the Southeast Texas Regional Advisory Council, and the Wartburg Theological Seminary. Allen holds a BS in Psychology and a Master of Public Administration from Texas A&M University.

Brandon Martinez, Vice President; Chief Software Architect

Brandon has more than eight years of experience building distributed applications across multiple industries. He is responsible for managing the design and development of ESO Solutions' diverse portfolio of SaaS products while spearheading internal research and development initiatives. Prior to joining ESO, he developed and deployed high-volume, transactional messaging applications for Dell Inc.'s global warehouse management system and authored interfaces for relaying the execution of fixed income security trades to various back-end applications at JP Morgan Chase & Co.

PROJECT ORGANIZATION CHART

Once an agency executes a contract, the ESO implementation team will lead your agency through implementation. Each team member has specific responsibilities, but upon contract signing, you will be assigned a Senior Project Manager who will be your main point of contact throughout the process, making sure the project stays on schedule. Amy Brooks oversees the Customer Onboarding Team and Pat Piper oversees the Training Team. The Onboarding and Training team includes, but is not limited to:

Name	Role
Amy Brooks	Snr Director Customer Onboarding
Amy Eastman	Manager of Healthcare Onboarding
Jeff Waid	Snr PM Onboarding
Josh Burke	Manager of Extracts & Integration
Stuart Rexroat	CAD Specialist
David Bulloch	Integration Specialist
Viviana Barragan	Snr Onboarding Coordinator
Pat Piper	Sr Director Training
Wade Bredemeier	Training Manager

Amy Brooks, Senior Director of Customer Onboarding
Amy is a seasoned professional with over 18 years of experience that spans Project Management, Account Management, ePCR deployments, Data Analytics and Process Improvement. Her team owns the full project lifecycle of ESO Product deployments and ensure our customers utilize the features and functions of ESO technology to better protect themselves and care for their community.

Pat Piper, Senior Director of Training
Pat has been a licensed paramedic since 1996 and joined ESO in fall 2008. Prior to joining ESO, she held positions as EMS supervisor, clinical manager, and education coordinator in various EMS agencies in Texas, including Montgomery City Hospital District. Pat also helped to write the Strike Team Curriculum after training with the first Strike Team to be certified in the state of Texas and participated in numerous deployments for disaster response, including activations within the Catastrophic Medical Operations Center in Houston. Pat has completed more than 1,500 implementations.

Jeffrey Waid, Senior Project Manager
ESO's Senior Project Manager within our implementation group is Jeffrey Waid. Jeff is a Public Safety Leader with 30 plus years of experience leading complex private 911 EMS Communications Centers in large markets.

Wade Bredemeier, Implementation and Training Specialist
Wade has worked in EMS for 25 years as an EMT/Paramedic and EMS Captain in Colorado's mountains. He has 22 years in all EMS Education facets from EMT-Basic to Paramedic courses and everything in between. He has been an End User Trainer for ESO for a year and a half and has now joined ESO in Austin full time as an Implementation and Training Specialist.

David Bulloch, Integration Specialist
David Bulloch brings over 20 years of EMS industry experience serving in field operations, communications, billing, and management. David has been with ESO for over 8 years providing solutions and best practices to our clients using the ESO Solutions Suite and his industry knowledge and hardware and software experience.

Viviana Barragan, Implementation Administrator
Viviana's role is to assist customers in achieving their timelines as they implement various products across the ESO offering.

PROJECT TEAM

Williamson County will be assigned personnel from our Implementation Team and Support Team to guide you through the implementation and get you to your Go Live date successfully. ESO does not assign roles in advance, but your Onboarding Coordinator will organize the personnel who will work with you during implementation.

Customer onboarding information, including the assigned personnel is kept in Salesforce. In the event of staff termination, leave, etc. all information can be transitioned to a new Onboarding Coordinator who can access the history of the account within Salesforce, allowing for a smooth transition of responsibilities. A Project Manager associated with the account, especially for larger and more complex implementations, will have a holistic view of the project details, and will be able to coordinate and transition staff as necessary.

Exceptions

ESO requests the following exceptions to the standard terms and conditions attached to 22RFP122. Please note that the citations provided for each area of concern are for illustrative purposes only, and that the concern may be applicable to other sections of the relevant RFP documents.

Addition of the ESO Master Subscription & License Agreement: ESO would like to add our Master Subscription and License Agreement to cover sections regarding a Business Associate Agreement and to address the core grant of rights and use restrictions of our software-as-a-service offering. The following clause/clauses will require discussion should ESO's proposal be selected:

- Terms and Conditions, Assignment, Successors and Assigns – Page 4 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;
- Terms and Conditions, Termination – Pages 4-5 of 36 - Definitions, Terms and Conditions, Instructions, and General Requirements;
- Terms and Conditions, Non-performance – Page 5 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;
- Terms and Conditions, Testing and Inspections – Page 6 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;
- Terms and Conditions, Assignment – Page 11 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;
- Terms and Conditions, Contractual Formation and Ensuing Agreement – Page 14 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;
- Terms and Conditions, Cooperative Purchasing Program – Page 15 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;
- Instructions and General Requirements, Acknowledgement – Page 28 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;

Audit rights: ESO's customer data is centrally hosted in a single hosting center, and certain subsets of the data are, at times, available at ESO's principle place of business. Although it would not be the intended, ESO needs to ensure that it is not contractually obligated to provide one client access or audit rights that may require or permit access to another client's information (especially protected health information). The following clause/clauses will require discussion should ESO's proposal be selected:

- Terms and Conditions, Right to Audit – Page 6 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;
- Additional Requirements, Access to Records – Page 25 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;

ESO Liability, Indemnification, and Warranties: We request a discussion regarding the limits of ESO's liability and our indemnification obligations under the proposed agreement. ESO owes it to the thousands of emergency service providers who rely on our software to keep a seaworthy ship. We acknowledge certain requirements are codified in state law and will be unavoidable, but ESO will seek to reduce its liability where possible. In addition, certain warranties are not typical for software-as-a-service contracts. Relevant clauses include:

- Terms and Conditions, Indemnification – Page 7 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;
- Terms and Conditions, Legal Liability Information – Page 14 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;

Insurance: In the event ESO is determined to be the highest rank offer, we request that the insurance clause of the proposed agreement be clarified to state that ESO's automobile insurance does not include owned-auto coverage, as we do not own any automobiles. Our hired and non-owned automobile coverage does meet the required standards. Additionally, professional/IT liability policy is a claims based policy and not a per occurrence policy. Portions of the following clauses which address ESO's insurance include:

Additional Stipulations, Insurance Requirements – Pages 2-4 of 4 – Additional Stipulations;

Invoicing/Payment terms: ESO's standard invoicing terms are annual and in advance, with invoices due thirty days after receipt. The following clause/clauses will require discussion should ESO's proposal be selected:

- Terms and Conditions, Payment – Page 12 of 36 – Definitions, Terms and Conditions, Instructions, and General Requirements;

Appendix A: Master Services and Licensing Agreement

The following pages provide a sample Master Services and Licensing Agreement (MSLA).

MASTER SUBSCRIPTION AND LICENSE AGREEMENT

This Master Subscription and License Agreement (this "***Agreement***") is entered into as of _____ ("***Effective Date***"), by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 11500 Alterra Parkway, Suite 100 Austin, TX 78758, including its controlled subsidiaries, (collectively, "***ESO***") and Wiliamson County**,** having its principal place of business at 100 Wilco Way, Suite P101, Georgetown, TX 78626 ("***Customer***"). This Agreement consists of the General Terms & Conditions below and any Addenda (as defined below) executed by the parties, including any attachments to such Addenda.

The parties have agreed that ESO will provide Customer certain technology products and/or services and that Customer will pay ESO certain fees. Therefore, in consideration of the covenants, agreements and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement have the meanings below:

"***Add-On Software***" means any complementary software components or reporting service(s) that ESO makes available to customer through its Software.

"***Addendum***" means a document addressing the order of a specific set of products or services which is executed by authorized representatives of each party. An Addendum may be (a) an ESO sales form or "Quote", (b) a Statement of Work, or (c) another writing the parties intend to be incorporated by reference into this Agreement.

"***Anonymized Data***" means Customer Data from which all personally identifiable information is removed, as well as the names and addresses of Customer and any of its Users and/or Customer's clients (and which, as a consequence, is neither PHI nor identifiable to or by Customer).

"***Customer Data***" means information, data and other content in electronic form that is submitted, posted, or otherwise transmitted by or on behalf of Customer through the Software.

"***Deliverable***" means software, report, or other work product created pursuant to a Statement of Work.

"***Documentation***" means the Software's user guides and operating manuals.

"***Feedback***" refers to any suggestion or idea for improving or otherwise modifying ESO's products or services.

"***Intellectual Property***" means trade secrets, copyrightable subject matter, patents and patent applications, and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs.

"***Licensed Software***" means the executable, object code version of software that ESO provides to Customer for its use and installation on Customer's own equipment. For the avoidance of doubt, Licensed Software does not include Add-on Software or SaaS.

"***New Version***" means any new version of Licensed Software (excluding SaaS Software) that ESO may from time to time introduce and market generally as a distinct licensed product, as may be indicated by ESO's designation of a new version number, brand or product.

"***Outage***" means Customer is unable to access SaaS, or such access is materially delayed, impaired or disrupted, in each case as caused or controlled by ESO.

"***Professional Services***" means professional services provided by ESO under a Statement of Work.

"***Protected Health Information***" or "***PHI***" has the meaning set forth in HIPAA. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.

"***Reporting Services***" means, collectively, the different tools or features in the Software allowing Customer to generate compilations of data, including but not limited to ad-hoc reports, analytics, benchmarking or any other reporting tool provided through the Software.

"***SaaS***" means software-as-a-service that ESO hosts (directly or indirectly) for Customer's use on a periodic subscription basis. For the avoidance of doubt, SaaS does not include Licensed Software.

"***Scheduled Downtime***" means periods when ESO intentionally interrupts SaaS to perform system maintenance or otherwise correct service errors during non-peak hours (except for critical circumstances), typically between midnight and 6 a.m. Central Time on a fortnightly basis.

"***Software***" means any ESO computer program, programming or modules specified in the Agreement or any Addendum. For the avoidance of doubt, Add-on Software, SaaS, and Licensed Software are collectively referred to as Software.

"***Support Services***" means those services described in Exhibit B.

"***Third-Party Data***" means data not owned by ESO but which is (or access to which is) provided by ESO under a Software Schedule.

"***Third-Party Service***" means a service not provided by ESO but which is made available by ESO in connection with its Software under a Software Schedule or Addendum.

"***Third-Party Software***" means software not owned by ESO but which is (or access to which is) provided by ESO under a Software Schedule or Addendum.

"***Use Restrictions***" means the restrictions imposed on Customer's use of Software as described in Section 3.3.

"***User***" means any individual who uses the Software on Customer's behalf or through Customer's account or passwords.

2. **SOFTWARE ORDERS.** During the Term, Customer may order Software from ESO by signing an appropriate Addendum. Customer's license to Licensed Software and its subscription to SaaS are set forth below. Each such Addendum is incorporated herein by reference.

3. **LICENSE/SUBSCRIPTION TO SOFTWARE**

3.1. Grant of Subscription: SaaS. For SaaS, during the Term Customer may access and use the SaaS and Reporting Services, with the access and volume limitations set forth on the applicable Addendum, subject to Customer's compliance with the Use Restrictions and other limitations contained in this Agreement.

3.2. Grant of License: Licensed Software. For Licensed Software, during the Term ESO hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Addendum and as necessary for Customer's internal business purposes, in each case subject to Customer's compliance with the Use Restrictions and other limitations and obligations contained in this Agreement.

3.3. Use Restrictions. Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to, and shall not: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human-perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party (including any affiliate not specifically listed in the applicable Addendum).

3.4. Ownership. The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software

used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term. Customer acknowledges that the Software and its components are protected by copyright and other laws.

3.5. Third-Party Software and Services. This Section 3.5 applies to Third-Party Software and Services offered by ESO. Refer to the product table following the Agreement for applicability.

3.5.1. ESO neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, Third-Party Software or Third-Party Services. The Third-Party Software "EMS1 Academy" and/or "FireRescue1 Academy" and/or "EMS1 & FireRescue1 Academy – Implementation and Configuration" and/or "Learning Management System" and/or "EVALS Implementation" (collectively, "***Education***") is offered by ESO in collaboration with Lexipol, f/k/a The Praetorian Group. If Customer subscribes to Education, Customer acknowledges and agrees to the terms and conditions of the Praetorian license agreement, located at http://www.praetoriandigital.com/LMS-Master-Service-Agreement, which shall supersede this Agreement as it applies to Customer's use of Education and any Customer Data stored therein.

3.5.2. Third-Party Data. If Customer (as indicated on an Addendum) elects to license Third-Party Data (*e.g.*, fire codes), then subject to the terms hereof, ESO hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the Term to use such Third-Party Data via the Software solely for Customer's internal purposes. Customer will not (i) allow greater access than that set forth in the applicable Addendum, (ii) disclose, release, distribute, or deliver Third-Party Data, or any portion thereof, to any third party (iii) copy, modify, or create derivative works of Third-Party Data, (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Third-Party Data, (v) attempt to output in any form more than 10% of the Third-Party Data or otherwise circumvent the usage limitations included in the Software, (vi) remove any proprietary notices included within Third-Party Data or Software, or (vii) use Third-Party Data in any manner or for any purpose that infringes or otherwise violates any proprietary right of a person, or that violates applicable law. ESO does not warrant the functionality, reliability, accuracy, completeness or utility of, Third-Party Data, or accept any liability therefor. Additional terms and limitations applicable to Third-Party Data may be provided on the applicable Addendum.

4. HOSTING, SLA & SUPPORT SERVICES

4.1. Hosting & Management. Customer shall be responsible for hosting and managing any Licensed Software on systems meeting the requirements specified by ESO. ESO shall be responsible for hosting and managing any SaaS.

4.2. Service Level Agreement. If an Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for any three-month period (the "***Uptime Commitment***"), then Customer may immediately terminate this Agreement, in which case ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.

4.3. Scheduled Downtime. ESO will endeavor to provide reasonable (72 hour) notice of Scheduled Downtime to Customer's Users. Notice of Scheduled Downtime may be provided from within the Software or via email. Scheduled Downtime shall never constitute a failure of performance or Outage by ESO. Notification timelines and the frequency of Scheduled Downtime are subject to the emergence of security concerns outside of ESO's control.

4.4. Support and Updates. During the Term, ESO shall provide to Customer the Support Services, in accordance with Exhibit B, which is incorporated herein by reference.

5. FEES

5.1. Fees. In consideration of the rights granted hereunder, Customer agrees to pay ESO the fees for the Software and Professional Services as set forth in the Addendum(s)) (collectively, "***Fees***"). The Fees are non-cancelable and non-refundable, except as expressly provided herein. Customer (or Third-Party Payer, if applicable) shall pay all invoices within 30 days of receipt.

5.2. Third-Party Payer. If Customer desires to use a third-party to pay some or all of the Fees on behalf of Customer (a "***Third-Party Payer***"), then (i) each applicable Addendum will identify such arrangement, (ii) the Third-Party Payer will enter into a written agreement with ESO regarding such arrangement, (iii) Customer may replace the Third-Party Payer by written notice to ESO (provided that no such change shall be made until the then-current Term's renewal), (iv) references within this Section 5 to Customer's responsibility for Fees shall be understood to refer to the Third-Party Payer when applicable, and (v) Customer shall remain responsible for payment if the Third-Party Payer does not pay the Fees.

5.3. Uplift on Renewal. Fees for Software, which recur annually, shall increase by 3% each year this Agreement is in effect.

5.4. Taxes and Fees. The Fees are exclusive of all taxes and credit card processing fees, if applicable. Unless and until Customer provides ESO a tax exemption certificate, Customer will be responsible for and will remit (or will promptly reimburse ESO for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement.

5.5. Appropriation of Funds. If Customer is a city, county or other government entity, Customer may terminate the Agreement at the end of the Customer's fiscal term if Customer provides evidence that its governing body did not appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid.

5.6. Usage Monitoring. Customer is solely responsible for its own adherence to volume and use limitations indicated on the applicable Addendum. ESO may monitor Customer's use of the Software, and if Customer's usage exceeds the level indicated in the applicable Addendum (an "***Overage***"), Customer shall owe ESO the Fee corresponding to such usage level at a rate no higher than ESO's then-standard pricing for new customers at an equivalent usage level. ESO may invoice for Overages immediately.

6. TERM AND TERMINATION

6.1. Term. The term of this Agreement (the "***Term***") commences on the Effective Date and continues for a period of one year (or any longer period provided in an Addendum). Thereafter, the Term will renew for successive one-year periods unless written notice is provided at least 60 days prior to the anniversary of the Effective Date.

6.2. Termination for Cause. Either party may terminate this Agreement or any individual Addendum for the other party's uncured material breach by providing written notice. The breaching party shall have 30 days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.

6.3. Effect of Termination.

6.3.1. If Customer terminates this Agreement or any Addendum as a result of ESO's material breach, then to the extent Customer prepaid any Fees, ESO shall refund to Customer those prepaid Fees on a pro-rata basis from the date Customer actually ceases use of the Software.

6.3.2. Upon termination of this Agreement or any Addendum, Customer shall cease all use of the Software and delete, destroy or return all copies of the Documentation and Licensed Software in its possession or control, except as required by law. Customer shall remain obligated to pay appropriate Fees at ESO's then-current rates if Customer continues to use or access Software after the

termination or expiration of this Agreement. If Customer's Agreement includes a multi-year discount plan with diminishing discounts, and Customer terminates the Agreement prior to the completion of the discount plan, Customer shall promptly pay ESO's invoice recouping such discounts for a maximum of two years prior to the date of termination.

6.3.3. Termination of this Agreement is without prejudice to any other right or remedy and shall not release a party from any liability.

6.4. Delivery of Data. ESO will provide Customer its Customer Data in a searchable .pdf format upon request made within 60 days of the expiration or termination of this Agreement. Customer acknowledges that ESO has no obligation to retain Customer Data more than 60 days after expiration or termination of this Agreement.

7. **REPRESENTATIONS AND WARRANTIES**

7.1. Material Performance of Software. After it is fully implemented (and subject to Customer's adherence to Sections 3.3, 4.1 and 13.4), ESO warrants that the Software will reliably collect, transmit, store and/or permit access to data in compliance with applicable law and industry standards.

7.2. Due Authority. Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement is duly authorized by all necessary corporate or government action.

7.3. Customer Cooperation. Customer agrees to use current operating systems and reasonably and timely cooperate with ESO, including providing ESO reasonable access to its equipment, software and data as necessary for the implementation and operation of the Software.

8. **DISCLAIMER OF WARRANTIES**. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, CUSTOMER ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."

9. **CONFIDENTIALITY**

9.1. "***Confidential Information***" refers to the following items: (a) any document marked "Confidential"; (b) any information orally designated as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within five business days; (c) the Software and Documentation, whether or not designated confidential; (d) ESO's security controls, policies, procedures, audits, or other information concerning ESO's internal security posture; (e) any other nonpublic, sensitive information reasonably treated as trade secret or otherwise confidential; and (f) Customer Data which does not comprise PHI . Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the other party's possession at the time of disclosure free of duty of non-disclosure; (ii) is independently developed without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the receiving party's improper action or inaction; (iv) is approved for release in writing by the disclosing party; (v) as to ESO, Customer's Feedback; or (vi) is PHI (*which shall be governed by the Business Associate Agreement rather than this Section*).

9.2. Nondisclosure. Each party shall use Confidential Information of the other party solely to fulfill the terms of this Agreement (the "***Purpose***"). Each party shall (a) ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein, and (b) not disclose Confidential Information to any other third party without prior written consent from the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.

9.3. Termination & Return. With respect to each item of Confidential Information, the obligations of nondisclosure will terminate three years after the date of disclosure; provided that, such obligations related to Confidential Information constituting ESO's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify the destruction thereof.

9.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto.

9.5. Open Records and Other Laws. Notwithstanding anything in this Section to the contrary, the parties expressly acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law, a lawful public records request, or judicial order, provided that prior to such disclosure, written notice of such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort. In addition, Customer may disclose the contents of this Agreement solely for the purpose of completing its review and approval processes under its local rules, if applicable.

10. **INSURANCE.** Throughout the Term (and for a period of at least three years thereafter for any insurance written on a claims-made form) ESO shall maintain in effect the insurance coverage described below:

10.1. Commercial general liability insurance with a minimum of $1 million per occurrence and $1 million aggregate;

10.2. Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of $1 million for bodily injury and property damage liability;

10.3. Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of $1 million each accident or disease; and

10.4. Computer processor/computer professional liability insurance (a/k/a technology errors and omissions) covering the liability for financial loss due to error, omission or negligence of ESO, and privacy and network security insurance ("cyber coverage") covering losses arising from a disclosure of confidential information (including PHI) with a combined aggregate amount of $1 million.

11. **INDEMNIFICATION**

11.1. IP Infringement. Subject to the limitations in Section 12, ESO shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable attorney's fees) ("***Damages***") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each, an "***Indemnified Claim***"). If Customer makes an Indemnified Claim under this Section or if ESO determines that an Indemnified Claim may occur, ESO shall at its option: (a) obtain a right for Customer to continue using such Software; (b) modify such Software to make it a non-infringing equivalent or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably practicable, either party may, at its option, terminate the relevant Addendum, in which case ESO will refund any pre-paid Fees on a pro-rata basis for such Addendum. Notwithstanding the foregoing, ESO shall have no obligation hereunder for any claim resulting or arising from (x) Customer's breach of this Agreement; (y) modifications made to the Software not performed or provided by or on behalf of ESO or (z) the combination, operation or use by Customer (and/or anyone acting on Customer's behalf) of the Software in connection with any other product or service (the combination or joint

use of which causes the alleged infringement). This Section 11 states ESO's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement by the Software.

11.2. Indemnification Procedures. Upon becoming aware of any matter which is subject to the provisions of Sections 11.1 (a "Claim"), Customer must give prompt written notice of such Claim to ESO, accompanied by copies of any written documentation regarding the Claim received by the Customer. ESO shall compromise or defend, at its own expense and with its own counsel, any such Claim. Customer will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that ESO will have the right to control such settlement or defense. ESO will not enter into any settlement that imposes any liability or obligation on Customer without the Customer's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at ESO's expense.

12. LIMITATION OF LIABILITY

12.1. **LIMITATION OF DAMAGES**. NEITHER ESO NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS RELATING TO THIS AGREEMENT.

12.2. **SPECIFIC LIABILITY**. LIABILITY SHALL BE LIMITED AS FOLLOWS:

(a) ESO'S OBLIGATIONS UNDER SECTION 11 SHALL BE LIMITED TO $500,000.

(b) DAMAGES ARISING FROM A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS (INCLUDING A BREACH OF OBLIGATIONS REGARDING PROTECTED HEALTH INFORMATION), SHALL BE LIMITED TO $1,000,000.

(c) DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR CRIMINAL CONDUCT SHALL NOT BE LIMITED.

12.3. **GENERAL LIABILITY**. EXCEPT AS EXPRESSLY PROVIDED "SPECIFIC LIABILITY," ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY (OR ON BEHALF OF) CUSTOMER WITHIN THE PRECEDING 12-MONTH PERIOD UNDER THE APPLICABLE ADDENDUM OR EXHIBIT GIVING RISE TO THE CLAIM.

12.4. THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

12.5. THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

13. CUSTOMER DATA & PRIVACY

13.1. Ownership of Data. As between ESO and Customer, all Customer Data shall be owned by Customer.

13.2. Use of Customer Data. Unless it receives Customer's prior written consent, ESO shall not grant any third-party access to Customer Data, except (a) subcontractors that are subject to a reasonable nondisclosure agreement or (b) authorized participants in the case of Software designed to permit Customer to transmit Customer Data. ESO may only use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise contest such required disclosure, at Customer's expense.

13.3. Anonymized Data. CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ESO MAY USE ANONYMIZED DATA FOR INTERNAL AND EXTERNAL PURPOSES (INCLUDING BENCHMARKING AND RESEARCH), PROVIDED THAT ESO WILL NOT SELL ANONYMIZED DATA TO THIRD PARTIES FOR COMMERCIAL USE. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property of any aggregated and de-identified reports, summaries, compilations, analysis, statistics or other information derived therefrom.

13.4. Internet Access. Customer is solely responsible for obtaining, maintaining, and securing its network connections, and acknowledges such connections are essential to the effective operation of the Software. ESO makes no representations to Customer regarding the reliability, performance or security of any network or service provider not provided or managed by ESO.

14. WORK PRODUCT

14.1. Work Product Ownership. In the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly acknowledges and agrees that nothing in this Agreement or a separate Addendum gives the Customer any right, title, or interest to the intellectual property or proprietary know-how of the Deliverables.

15. GOVERNMENT PROVISIONS

15.1. Compliance with Laws. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on use of the Software and the performance of this Agreement.

15.2. Business Associate Addendum. The parties agree to the terms of the Business Associate Addendum attached as Exhibit B and incorporated herein by reference.

15.3. Equal Opportunity. The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable (prohibiting discrimination on the basis of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity or national origin).

15.4. Excluded Parties List. ESO agrees to report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

16. PHI ACCURACY & COMPLETENESS

16.1. Customer Responsibilities. The Software allows Customer and its Users to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or disclosed through the Software. Customer is solely responsible for any decisions or actions taken involving patient care or patient care management, whether those decisions or actions were made or taken using information received through the Software.

16.2. HDE Customer Certifications. In the interest of furthering community health through the power of data, ESO encourages Customers subscribing to ESO's Health Data Exchange ("HDE") Software to empower joint healthcare providers by incorporating relevant, HIPAA-

compliant data elements in Customer's outgoing patient care records delivered through HDE. ESO shall annually accredit qualifying customers with Gold, Silver, or Bronze level certifications in accordance with Exhibit C, and Customer may reference such certification in marketing materials.

17. MISCELLANEOUS

17.1. Independent Contractors. The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.

17.2. Notices. Notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested to a party's principal place of business as forth in the recitals on page 1 of this Agreement, (b) hand delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mail to a person designated in writing by the receiving party, or (e) delivery by a reputable overnight carrier service. In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e). The notice will be deemed given on the day the notice is received.

17.3. Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather, each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.

17.4. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

17.5. Subcontracting. Except for training and implementation services related to the Software, neither party may subcontract or delegate its obligations to each other hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent.

17.6. Modifications and Amendments. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party, provided that the Customer agrees that ESO may rely on informal writings (including emails) of Customer's authorized representatives to (i) terminate Software products and services and (ii) approve or ratify rate or tier increases for Software products and services then in use by Customer.

17.7. Force Majeure. No delay, failure, or default will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event last longer than 30 days, the other party may immediately terminate the applicable Addendum.

17.8. Marketing. If requested by ESO, Customer agrees to reasonably cooperate with ESO's preparation and issuance of a public announcement regarding the relationship of the parties.

17.9. Waiver & Breach. Neither party will be deemed to waive any rights under this Agreement except through an explicit written waiver made by an authorized representative. No waiver of a breach of this Agreement will constitute a waiver of any other breach hereof.

17.10. Survival of Terms. Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.

17.11. Ambiguous Terms. This Agreement will not be construed against any party by reason of its preparation.

17.12. Governing Law. This Agreement, any claim dispute or controversy hereunder (a "***Dispute***") will be governed by (i) the laws of the State of Texas, or (ii) if Customer is a city, county, municipality or other governmental entity, the law of state where Customer is located, in each case foregoing without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

17.13. New Versions & Sunset. If ESO releases a New Version of Licensed Software (*i.e.*, not SaaS), Customer may elect to receive such New Version, subject to a relicense fee of 75% of the standard price for such new version. All New Versions provided under this Agreement will constitute Licensed Software and be subject to the terms and conditions of this Agreement. ESO may discontinue Support Services for Licensed Software upon 12 months' notice to Customer.

17.14. No Class Actions. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER ESO CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

17.15. Dispute Resolution. Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.

17.16. Technology Export. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo (as of the Effective Date - Cuba, Iran, North Korea, Sudan, and Syria).

17.17. Order of Precedence. In the event of any conflict between this Agreement, Addenda or other attachments incorporated herein, the following order of precedence will govern: (1) the General Terms and Conditions; (2) any Business Associate Agreement; (3) the applicable Addendum, with most recent Addendum taking precedence over earlier ones; and (4) any ESO policy posted online, including without limitation its privacy policy. No amendments incorporated into this Agreement after execution of the General Terms and Conditions will amend such General Terms and Conditions unless it specifically states its intent to do so and cites the section or sections amended.

17.18. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

17.19. Signatures. Electronic signatures on this Agreement or on any Addendum (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

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

ESO Solutions, Inc.

By:_____
(signature)

Name:_____
(print name)

Title:_____
(print title)

Customer

By:_____
(signature)

Name:_____
(print name)

Title:_____
(print title)

EXHIBIT A-1

SAAS SOFTWARE SCHEDULE

(Applications - ESO EHR, ESO Fire, ESO PM, FIREHOUSE Cloud, IFC Codes, EMS1 Academy, FireRescue1 Academy, Staff Scheduling, Assets, Inventory, Checklist)

1. The SaaS subscription term shall begin 15 calendar days after the Effective Date (existing Renewal Date ("SaaS Subscription Start Date"). Customer shall be deemed to have accepted the SaaS on the SaaS Subscription Start Date. The parties will make reasonable efforts to ensure that Customer is able to use the SaaS as contemplated as quickly as possible, but in no event will the SaaS Subscription Start Date be modified for implementation delays.

2. The following SaaS may be ordered under this Exhibit:

   2.1. ESO Electronic Health Record ("EHR") is a SaaS software application for prehospital patient documentation (http://www.eso.com/software/ehr).

   2.2. ESO Personnel Management ("PM") is a SaaS software application for tracking personnel records, training courses and education history (http://www.eso.com/software/personnel-management).

   2.3. ESO Fire is a SaaS software application for NFIRS reporting (http://www.eso.com/software/fire).

3. The following Third-Party Data and/or Software may be ordered under this Exhibit: 2018 International Fire Code, 2015 International Fire Code, 2012 International Fire Code, Education (see section 3.5).

4. Third-Party Payer is responsible for the following products and Fees:

ESO Electronic Health Record and HDE Connection

5. Customer hereby agrees to timely pay for the following products according to the schedule below:

See Below Quote

6. All the Fees above will be invoiced by ESO as follows:

   6.1. Training and Training Travel Fees shall be invoiced on the Effective Date.

   6.2. During the first year, 100% of the remaining Fees shall be invoiced on the SaaS Subscription Start Date.

   6.3. During the second year and any renewal years thereafter, 100% of the recurring Fees shall be due on the anniversary of the SaaS Subscription Start Date.

Quote Date:	06/16/2022
Customer Name:	Williamson County EMS
Quote #:	Q-73299
Quote Expiration date:	09/14/2022
ESO Account Manager:	Travis Winzeler

CUSTOMER CONTACT

Customer	Williamson County EMS
Name	Johnny Grimaldo
Email	
Phone	

BILLING CONTACT

Payor	Williamson County EMS	Address	PO Box 873
Name	Theresia Carter		Georgetown TX, 78627
Email	theresiacarter@wilco.org	Billing Frequency	Annual
Phone	512-943-1283	Initial Term	12 months

Health Data Exchange

Product	Volume	Total	Fee Type
HDE - ESO EHR Connection		$1,495.00	Recurring

EHR

Product	Volume	Total	Fee Type
ESO EHR	31000 Incidents	$50,990.00	Recurring
EHR - EMS XML Export	31000 Incidents	$1,895.00	Recurring
EHR CAD Integration	31000 Incidents	$3,995.00	Recurring
EHR Cardiac Monitor Integration	31000 Incidents	$1,895.00	Recurring

Total Recurring Fees	$	60,270.00
Total One-Time Fees	$	0.00
TOTAL FEES	$	60,270.00

*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.

Quote Date:	06/16/2022
Customer Name:	Williamson County EMS
Quote #:	Q-73299
Quote Expiration date:	09/14/2022
ESO Account Manager:	Travis Winzeler

TERMS AND CONDITIONS:

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

https://www.eso.com/legal-terms/

2. The Effective Date of this Quote shall be the final date of signature.

3. Customer shall be responsible for the payment of all Fees listed herein. If Customer has elected to use a Third Party Payor (as indicated above as Payor) and such party has executed an appropriate agreement with ESO, ESO shall accept payment of Fees from such Third Party Payor.

Williamson County EMS

Signature: _____

Print Name: _____

Title: _____

Date: _____

For EHR, Health Data Exchange, the following payment terms apply:
Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.

Quote Date:	06/16/2022
Customer Name:	Williamson County EMS
Quote #:	Q-73299
Quote Expiration date:	09/14/2022
ESO Account Manager:	Travis Winzeler

EHR

Product	Description
ESO EHR	Patient care reporting suite, includes EHR web and mobile client, Quality Management, AdHoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.
EHR Cardiac Monitor Integration	Interface to integrate cardiac monitor data into EHR mobile and web applications. Includes ongoing maintenance and support
EHR CAD Integration	Interface to integrate CAD data into EHR mobile and web application. Includes ongoing maintenance and support. Additional fees from your CAD vendor may apply.
EHR - EMS XML Export	EHR data extract in XML format for local storage and reporting purposes.

Health Data Exchange

Product	Description
HDE - ESO EHR Connection	Connection and bidirectional exchange for ESO EHR customer with participating hospitals

EXHIBIT B
SUPPORT SERVICES ADDENDUM

1. **DEFINITIONS**. Capitalized terms not defined below shall have the same meaning as in the General Terms & Conditions.

1.1. "Enhancement" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.

1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.

1.3. "Error" means an error in the Software, which significantly degrades performance of such Software as compared to ESO's then-published Documentation.

1.4. "Error Correction" means the use of reasonable commercial efforts to correct Errors.

1.5. "Fix" means the repair or replacement of object code for the Software or Documentation to remedy an Error.

1.6. "Initial Response" means the first contact by a Support Representative after the incident has been logged and a ticket generated. This may include an automated email response depending on when the incident is first communicated.

1.7. "Management Escalation" means, if the initial Workaround or Fix does not resolve the Error, notification of management that such Error(s) have been reported and of steps being taken to correct such Error(s).

1.8. "Severity 1 Error" means an Error which renders the Software completely inoperative (*e.g.*, a User cannot access the Software due to unscheduled downtime or an Outage).

1.9. "Severity 2 Error" means an Error in which Software is still operable; however, one or more significant features or functionality are unavailable (*e.g.*, a User cannot access a core component of the Software).

1.1. "Severity 3 Error" means any other error that does not prevent a User from accessing a significant feature of the Software (*e.g.*, User is experiencing latency in reports).

1.2. "Severity 4 Error" means any error related to Documentation or a Customer Enhancement request.

1.3. "Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of the Customer regarding the progress of the Workaround or Fix.

1.4. "Online Support" means information available through ESO's website (www.eso.com), including frequently asked questions and bug reporting via Live Chat.

1.5. "Support Representative" shall be ESO employee(s) or agent(s) designated to receive Error notifications from Customer, which Customer's Administrator has been unable to resolve.

1.6. "Update" means an update or revision to Software, typically for Error Correction.

1.7. "Upgrade" means a new version or release of Software or a particular component of Software, which improves the functionality or which adds functional capabilities to the Software and is not included in an Update. Upgrades may include Enhancements.

1.8. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.

2. **SUPPORT SERVICES.**

2.1. Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. ESO will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to Customer's Users. The Administrator will notify a Support Representative of any Errors that the Administrator cannot resolve and assist ESO in information gathering.

2.2. ESO will provide Support Services consisting of (a) Error Correction(s); Enhancements, Updates and Upgrades that ESO, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. ESO may use multiple forms of communication for purposes of submitting periodic status reports to Customer, including but not limited to, messages in the Software,

messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.

2.3. ESO's support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Software and with Customer's applicable configuration. Telephone support and all communications will be delivered in intelligible English.

2.4. Normal business hours for ESO's support desk are Monday through Friday 7:00 am to 7:00 pm CT. Customer will receive a call back from a Support Representative after-hours for a Severity 1 Error.

2.5. ESO will provide responses to a technology and/or security assessment of reasonable detail (a "Tech Assessment") upon request prior to (or in connection with) implementation. ESO will provide responses to any subsequent Tech Assessments provided that Customer compensates ESO at its then-current and standard consulting rates for all work performed in connection with such Tech Assessments.

3. **ERROR PRIORITY LEVELS.** Customer will report all Errors to ESO via e-mail (support@eso.com) or by telephone (866-766-9471, option #3). ESO shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by ESO.

3.1. Severity 1 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within four hours; (iii) initiate Management Escalation promptly; and (iv) provide Customer with a Status Update within four hours if ESO cannot resolve the Error within four hours.

3.2. Severity 2 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within 48 hours if unresolved; and (iv) provide Customer with a Status Update within forty-eight hours if ESO cannot resolve the Error within forty-eight hours.

3.3. Severity 3 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within three business days; and (iii) provide Customer with a Status Update within seven calendar days if ESO cannot resolve the Error within seven calendar days.

3.4. Severity 4 Error. ESO shall (i) provide an Initial Response within seven calendar days.

4. **CONSULTING SERVICES**. If ESO reasonably believes that a problem reported by Customer is not due to an Error in the Software, ESO will so notify Customer. At that time, Customer may request ESO to proceed with a root cause analysis at Customer's expense as set forth herein or in a separate SOW. If ESO agrees to perform the investigation on behalf of Customer, then ESO's then-current and standard consulting rates will apply for all work performed in connection with such analysis, plus reasonable related expenses incurred. For the avoidance of doubt, Consulting Services will include customized report writing by ESO on behalf of Customer.

5. **EXCLUSIONS.**

5.1. ESO shall have no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted); (ii) Customer's misapplication or unauthorized use of the Software; (iii) altered or damaged Software not caused by ESO; (iv) any third-party software; (v) hardware issues; (vi) Customer's breach of the Agreement; and (vii) any other causes beyond the ESO's reasonable control.

5.2. ESO shall have no liability for any changes in Customer's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.

5.3. ESO is not required to perform any Error Correction unless ESO can replicate such Error on its own software and hardware or through remote access to Customer's software and hardware.

5.4. Customer is solely responsible for its selection of hardware, and ESO shall not be responsible the performance of such hardware even if ESO makes recommendations regarding the same.

6. **MISCELLANEOUS**. The parties acknowledge that from time-to-time ESO may update its support processes specifically addressed in this Exhibit and may do so by posting such updates to ESO's website or otherwise notifying Customer of such updates. Customer will accept updates to ESO's support procedures and any other terms in this Exhibit; provided however, that they do not materially decrease the level of Support Services that Customer will receive from ESO. THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS EXHIBIT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

EXHIBIT C
HIPAA BUSINESS ASSOCIATE ADDENDUM

Customer and ESO Solutions, Inc. ("Business Associate") agree that this HIPAA Business Associate Addendum is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity").

Pursuant to the Master Subscription and License Agreement (the "Agreement") into which this HIPAA Business Associate Addendum (this "Addendum") has been incorporated, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions.

1. Scope. This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.

2. Definitions. For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").

3. Compliance with Applicable Law. The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.

4. Permissible Use and Disclosure of PHI. Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

5. Limitations on Use and Disclosure of PHI. Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.

6. Required Safeguards to Protect PHI. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.

7. Reporting to Covered Entity. Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.

8. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.

9. Agreements by Third Parties. Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.

10. Access to PHI. Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.

11. Amendment of PHI. Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.

12. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

13. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.

14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.

15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.

16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.

18. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.

19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.

21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:

    21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside ESO's Software over the public Internet; and

    21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to ESO's Software.

22. Third Party Rights. The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.

23. Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic or facsimile.

Appendix B: Data Security Overview

The following pages illustrate and overview ESO's data security policies and procedures.

ESO ELECTRONIC HEALTH RECORD (EHR)
DATA SECURITY OVERVIEW

OUR MISSION



ESO is committed to improving community health and safety through the power of data. We maintain a security program to protect our customers' data because data are the core of our operations and the services we provide.

COVERED SERVICES

ESO's products, or Covered Services, help emergency medical services (EMS), fire, hospitals, and state organizations enhance quality of care, improve efficiency, and reduce costs. This document provides a security overview of the following ESO products and services:

ESO Electronic Health Record (EHR)
EMS agencies use ESO's Electronic Health Record ("EHR") system to capture essential data in the prehospital setting. Data are quickly and easily transferred to a hospital emergency department to support accurate and timely care, which can improve patient outcomes. A Windows-based application can even be used for capturing data in areas without a consistent Internet connection.

ESO Analytics
The Analytics module enables enhanced data analysis and reporting for EMS agencies and hospitals using pre-built reports with drill down functionality.

ESO Patient Tracker
The ESO Patient Tracker ("Tracker") module connects EMS records for patients transported to a facility from any participating agency in one convenient location. Facility staff can view a patient's care record (PCR) and attachments.

ESO Admin
The ESO Admin module provides a centralized location for configuration of the ESO Suite of products, including general organizational information, user access management, password configuration settings, customized alerting, and IP (internet protocol) restrictions.

ESO Outcomes
ESO Outcomes enables authorized users at EMS agencies to view outcomes information received through the ESO Health Data Exchange (HDE). Access is limited by role as approved by the agency's local administrator so users can only access the minimum amount of patient data needed to perform their duties. Information can be used for comparative analysis of hospital and EMS data to evaluate decision making and improve patient outcomes.

ESO Quality Management
Clinical and billing reviewers use ESO Quality Management ("QM") to identify and measure improvement opportunities, perform quality checks, securely communicate with crews and other reviewers, review records for billing and clinical purposes, and share feedback. Summary screens with information from the patient care report support prompt review of incidents. Evaluators can be assigned specific patient care records (PCRs) to review, provide feedback, and document notes.

ESO has a variety of other products and services that support the mission of improving community health and safety through the power of data. Please contact your sales or customer support representative if you would like information about any other ESO products.

ARCHITECTURE AND DATA SEGREGATION

The ESO Suite of applications is a Software as a Service (SaaS) solution hosted with industry-standard cloud providers. The current provider is Microsoft Azure. Following is an overview of how we set things up and back them up to keep our products and our customers' data safe:



Infrastructure: The infrastructure is protected using hardware firewalls as well as local software firewalls on the servers. The environment includes redundant power and multiple connections to Internet backbones.



Servers: ESO uses a SQL database back-end consisting of primary servers and multiple standby servers that are kept in sync using high-availability database mirroring. Server utilization is closely monitored to meet customer demands and minimize impact to the customer experience.



Maintenance: ESO installs patches on its production servers monthly using Microsoft Azure tools and other defined processes. Server update classifications include critical updates, security updates, update rollups, feature packs, service packs, definition updates, and tools.



Hosting: All data is hosted within the continental United States in a primary Microsoft Azure region with backup storage in a separate Microsoft Azure region. Our data hosting facilities are SOC 2 Type II compliant and meet several rigorous requirements to ensure the security of ESO systems and customer data.



Data segregation: The architecture provides logical separation of data for different customers through use of Agency IDs. Only the customer and those granted access to its agency can access the customer data stored in the ESO Suite.

ADDITIONAL DETAILS

Software

ESO's software products are web-based products developed and maintained by ESO's in-house software engineering team. We truly know the software inside and out.

The web client runs on all modern browsers, including Microsoft Edge, Google Chrome, and Mozilla Firefox. The EHR product even has an optional Windows-based platform. The applications are designed to log actions within the products such as the documentation of medical data, edits to meta-data or user information, and views of protected health information (PHI). System administrators have access to their organization's audit log to monitor activity as needed.

Access and Authentication

Most of ESO's employees do not have access to customer PHI. Access is tightly controlled, and employees are granted the lowest access level needed to perform their specific job responsibilities. ESO staff are assigned individual users IDs and passwords. A "break the glass" process is in place, meaning ESO employee access to production data is monitored and tracked.

Externally, ESO software is accessed via an organization-specific login and password that is managed by a customer-appointed local administrator. Customers manage their own user permissions, password requirements, and role structure, which allows the local administrator to control what data users can access and modify. Customers can only view the records that pertain to them and their activities. Our customers are in the driver's seat when it comes to access to their own data.

Change and Configuration Management

ESO thrives on innovating and driving change, but we also understand that change is not always convenient for our customers. We therefore follow a strict change control process. ESO notifies customers of updates and any maintenance that may impact performance or availability. Customers are notified through our in-application messaging system and via email.

Vulnerability Management

We are always on the lookout for issues that may make our software open to attacks or other issues. ESO performs regular vulnerability and security assessments using both internal automated scans and third-party assessments. Vulnerabilities are addressed using ESO's risk analysis process for remediation or mitigation as appropriate.

Intrusion Detection

ESO wants to make sure that only the users who are supposed to use our software have access to it. Both ESO and specialized service providers monitor Covered Services for intrusion attempts. ESO may analyze data collected by users' web browsers for security purposes. These data are used to prevent fraudulent authentications and to ensure ESO's services function correctly and within performance parameters.

Incident Management

ESO maintains security incident management policies and procedures. ESO will notify impacted customers of any relevant incidents of which ESO becomes aware as required and permitted by law.

ADDITIONAL DETAILS

Backup, Reliability, and Recovery
We know the importance of having a backup plan, and it is no different when it comes to our customers' data. All networking components, web servers, and application servers for Covered Services are set up in a redundant configuration. Backups are taken at regular intervals as appropriate for the type of data. Backups are stored in geographically diverse locations to provide greater availability if needed.

ESO production data centers are designed to mitigate the risk of single points of failure and are replicated to geographically diverse secondary data centers. The secondary data centers allow for seamless restoration of service in the event of an outage at the primary data center.

Recovery plans are in place and are tested annually. Testing ensures the functionality of failover from primary to secondary data centers using documented disaster recovery procedures. Recovery activities are dependent on whether the database, the server, or a combination are corrupted. High-availability recovery plans are defined in the event of production data corruption or production outages.

Return and Deletion of Customer Data
ESO hopes that our customers never leave us, but if they do, we will continue to treat their data responsibly. Upon contract termination, customer data is retained in an inactive status for 120 days, after which data is securely removed from production databases. Data will remain in ESO backups for an additional 90 days after removal from production databases.

Customers may request a copy of their data stored on our systems within 30 days of contract or service termination. ESO will provide the data in a PDF or XML format. Data previously deleted by a customer will not be available.

Customer Support
ESO is invested in the success of our customers, so we provide secure and reliable support to make sure our customers can operate smoothly. Covered Services are delivered through a web browser, eliminating the need for ESO to access customer systems remotely. With customer approval, ESO may shadow a user's session during troubleshooting using GoToAssist or an ESO-approved method initiated by the customer. A customer support number and standard support hours ensure that help is available.

System Audit
Requests for audits by customers or potential customers are not permitted. ESO maintains SOC 2 Type II compliance. ESO can share the current report if a non-disclosure agreement is in place with the customer.

ADDITIONAL DETAILS

Security Policy and Procedures
Keeping our customers' data safe is a task that ESO does not take lightly, so we have a library of security-related policies and procedures to show that we practice what we preach. ESO's Information Security Policy and related procedures are based on the Health Insurance Portability and Accountability Act (HIPAA) Security Rule and the National Institute of Standards and Technology (NIST) Cybersecurity Framework. ESO conducts routine reviews of its policies and procedures, and a copy of our most recent Information Security Policy is available upon request. Supporting procedures are considered to be internal documents and are not shared, but include most key security concepts such as:

- **Acceptable Use**
- **Logical Access Controls**
- **Release Management**
- **Production Development**
- **Software Development Life Cycle**
- **Production Server Updates and Patching**
- **Contingency Operations**
- **Data Backup and Storage**
- **Database High Availability**

In addition to policies and procedures, our standardized activities include:

- Background checks on all ESO employees.
- Quarterly reviews to ensure ESO staff access is appropriate.
- Required security awareness training for all staff at initial hire and annually thereafter.
- A data classification standard used to classify data with respect to type and level of sensitivity and confidentiality of the data.
- Risk assessments to identify potential risks associated with systems containing PHI and other confidential information.
- The use of a formal change control process to manage all changes to information resources to ensure changes are reviewed, authorized, tested, implemented, and released in a controlled manner.
- Incident handling, tracking, and response procedures to ensure suspected security incidents are thoroughly investigated.
- ESO's engagement of a third-party audit firm to conduct an annual SOC 2 Type II evaluation.

Quote Date:	07/13/2022
Customer Name:	Williamson County EMS
Quote #:	Q-76132
Quote Expiration date:	09/14/2022
ESO Account Manager:	Travis Winzeler

CUSTOMER CONTACT

Customer	Williamson County EMS
Name	Johnny Grimaldo
Email	johnny.grimaldo@wilco.org
Phone	512-943-1553

BILLING CONTACT

Payor	Williamson County EMS	Address	PO Box 873
Name	Theresia Carter		Georgetown TX, 78627
Email	theresiacarter@wilco.org	Billing Frequency	Annual
Phone	512-943-1283	Initial Term	12 months

Health Data Exchange

Product	Volume	Price	Discount	Total	Fee Type
HDE - ESO EHR Connection		$1,495.00	($0.00)	$1,495.00	Recurring

EHR

Product	Volume	Price	Discount	Total	Fee Type
ESO EHR	31000 Incidents	$50,990.00	($0.00)	$50,990.00	Recurring
EHR Cardiac Monitor Integration	31000 Incidents	$1,895.00	($0.00)	$1,895.00	Recurring
EHR CAD Integration	31000 Incidents	$3,995.00	($0.00)	$3,995.00	Recurring
EHR Billing Interface	31000 Incidents	$995.00	($0.00)	$995.00	Recurring
EHR - Handtevy Integration	31000 Incidents	$995.00	($995.00)	$0.00	Recurring
EHR CARES Extract	31000 Incidents	$995.00	($0.00)	$995.00	Recurring
EHR - EMS XML Export	31000 Incidents	$1,895.00	($0.00)	$1,895.00	Recurring

Personnel Management

Product	Volume	Price	Discount	Total	Fee Type
Personnel Management	145 Employees	$4,545.00	($0.00)	$4,545.00	Recurring

Total Recurring Fees	$	67,800.00
Total One-Time Fees	$	0.00
Discounts	$	(995.00)
TOTAL FEES	$	66,805.00

*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.

Quote Date:	07/13/2022
Customer Name:	Williamson County EMS
Quote #:	Q-76132
Quote Expiration date:	09/14/2022
ESO Account Manager:	Travis Winzeler

TERMS AND CONDITIONS:

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

https://www.eso.com/legal-terms/

2. The Effective Date of this Quote shall be the final date of signature.

3. Customer shall be responsible for the payment of all Fees listed herein. If Customer has elected to use a Third Party Payor (as indicated above as Payor) and such party has executed an appropriate agreement with ESO, ESO shall accept payment of Fees from such Third Party Payor.

Williamson County EMS

Signature: _____

Print Name: _____

Title: _____

Date: _____

For EHR, Health Data Exchange, Personnel Management, the following payment terms apply:
Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.

Quote Date:	07/13/2022
Customer Name:	Williamson County EMS
Quote #:	Q-76132
Quote Expiration date:	09/14/2022
ESO Account Manager:	Travis Winzeler

EHR

Product	Description
ESO EHR	Patient care reporting suite, includes EHR web and mobile client, Quality Management, AdHoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.
EHR Cardiac Monitor Integration	Interface to integrate cardiac monitor data into EHR mobile and web applications. Includes ongoing maintenance and support
EHR CAD Integration	Interface to integrate CAD data into EHR mobile and web application. Includes ongoing maintenance and support. Additional fees from your CAD vendor may apply.
EHR - EMS XML Export	EHR data extract in XML format for local storage and reporting purposes.
EHR Billing Interface	Extract to send EHR data to your 3rd party billing software using standard XML output. Includes ongoing maintenance and support.
EHR - Handtevy Integration	Import of standard data set entered in the Handtevy application into ESO EHR
EHR CARES Extract	Extract of EHR data to CARES for reporting of cardiac arrest data

Health Data Exchange

Product	Description
HDE - ESO EHR Connection	Connection and bidirectional exchange for ESO EHR customer with participating hospitals

Personnel Management

Product	Description
Personnel Management	Includes tracking of Training classes, certifications, credentials, immunization records. Integrated with ESO EHR and Ad Hoc Reporting.

Scoring Summary

Active Submissions

	Total	Cost/Price	Weighted Requirements
Supplier	**/ 100 pts**	**/ 45 pts**	**/ 55 pts**
ESO	92 pts	45 pts	47 pts
ImageTrend	80 pts	31 pts	49 pts
Beyond Lucid Technologies, INc.	72 pts	35 pts	37 pts

July 19, 2022

Joy Simonton
Purchasing Agent
Williamson County
100 Wilco Way, – Suite P101
Georgetown, TX 78626

Ms. Simonton,

Our office assisted in the preparation and grading of proposal 22RFP122 for ePCR for EMS. The County received three (3) proposals for ePCR services.

Once the review process was completed, ESO Inc. had the highest qualification score. Based on the qualification score it is our recommendation that the County select ESO, Inc.

Please do not hesitate to give us a call with any questions or concerns that you may have.

Sincerely,

Mike Knipstein
Director
Williamson County EMS

P.O. Box 873
3189 SE Inner Loop, Ste. A
Georgetown, Texas 78627

Main: (512) 943-1264
Fax: (512) 943-1269
www.wilco.org/ems

Commissioners Court - Regular Session **18.**

Meeting Date: 09/27/2022

Authorize issuing RFP #22RFP149 EMS Agency Evaluation for EMS Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for EMS Agency Evaluation, under RFP #22RFP149.

Background

Williamson County EMS seeks to have an evaluation utilizing current industry best practices, along with relevant national standards from a variety of organizations that develop consensus standards for Williamson County EMS. The evaluation should be conducted by subject-matter-experts and consultants with vast experience in conduction EMS studies. The budgeted amount is $50,000.00. The funding source is 0100-0540- 004100 and the point of contact is Mike Knipstein.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/22/2022 09:48 AM
County Judge Exec Asst.	Becky Pruitt	09/22/2022 09:49 AM
Form Started By: Johnny Grimaldo		Started On: 09/21/2022 11:02 AM
Final Approval Date: 09/22/2022		

Commissioners Court - Regular Session **19.**

Meeting Date: 09/27/2022

Approval of Agreement for Subscription Services for Texas Case Law with LexisNexis for the Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the agreement and the addendum between Williamson County and LexisNexis for subscription services in the amount of $4,644.00 and authorizing the execution of the agreement and the addendum.

Background

The approval of this subscription will benefit the Williamson County Sheriff's Office with materials used for researching case law and open records cases. This material covers TX Briefs, Pleadings & Motions, TX Practice Library and TX Enhanced with Full Federal subscriptions.This is for a twelve (12) month term effective 10/01/2022 with two optional twelve (12) month terms available at a 7.5% increase each year. Legal, Contract Audit, IT and Budget have reviewed this agreement and addendum. The line item being charged is 01.0100.0560.4210 FY23. The department point of contact is Chief Rebecca Rodriguez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LexisNexis Redacted for SO 9.27.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/22/2022 09:18 AM
County Judge Exec Asst.	Becky Pruitt	09/22/2022 09:42 AM
Form Started By: Mary Watson		Started On: 09/20/2022 02:56 PM
Final Approval Date: 09/22/2022		

LexisNexis®

LEXIS® SUBSCRIPTION AGREEMENT FOR STATE/LOCAL GOVERNMENT

(NEW SUBSCRIBER-AAR)

"Subscriber" Name: Williamson County-Sheriff's Office
Account Number: [redacted]
"LN": LexisNexis, a division of RELX Inc.

1. Subscription Agreement

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis® and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page.

2. Certification

2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	**1**

2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 3 ID's may be issued to support staff for each Government Professional User accounted for above.

Number of Support Staff Users:	1

2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4. If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

i. At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.

ii. If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Product and Charges

3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis product offering described below. The Term of Subscriber's commitment for the Lexis product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.5 below (the "Initial Term").

3.2. This Agreement commences on the Effective Date and continues for the Initial Term designated in Section 3.5; provided, that, after the Initial Term, this Agreement shall automatically renew for successive one-year renewal terms (each, a "Renewal Term"), unless either Party provides written notice of non-renewal at least thirty (30) days' prior to the expiration of the then-current Initial Term or Renewal Term, as the case may be. "Term" means, collectively, the Initial Term and all Renewal Terms.

3.3. Commencing at the Renewal Term (defined in Section 3.2), at each anniversary of the Effective Date, LN shall increase all recurring fees by seven point five per cent (7.5%) per Contract Year.

3.4. Subscriber may not terminate this Agreement for convenience under General Terms during the Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Content & Features		
Product	**SKU Number**	**Number of Users**
TX Briefs, Pleadings & Motions	[redacted]	1
TX Practice Library	[redacted]	1
TX Enhanced with Full Federal	[redacted]	1

3.5. In exchange for access to the Lexis Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Initial Term	Monthly Commitment
10/01/2022-09/30/2023	$387
10/01/2023-09/30/2024	$403
10/01/2024-09/30/2025	$420

3.6. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

_____ **Subscriber elects access to the Alternate Materials**
(Initial)

3.7. Use of Lexis under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.8. LN may temporarily suspend access to Lexis until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer
The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 09/23/2022.

5. Confidential Information
Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

6. Support and Training
During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis through:

(a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;

(b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and

(c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

7. Miscellaneous

7.1. This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis or by signing below.

7.2. If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber:	**Williamson County-Sheriff's Office**
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
Date:	
Number of Professional Users:	

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	Mark Eikenberry Digitally signed by Mark Eikenberry Date: 2022.09.20 12:11:27 -04'00'
Name:	
Job Title:	
Date:	

LexisNexis®

LEXIS® SUBSCRIPTION AGREEMENT FOR STATE/LOCAL GOVERNMENT

(NEW SUBSCRIBER-AAR)

CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	Williamson County-Sheriff's Office	
Billing Frequency:	☐ **Monthly**	☒ **Annually**
	Physical Address	**Invoice Address**
Street Address:	SAME	SAME
City:		
State:		
Zip:		
County:		
Telephone:		
Fax:		
Parent Company: ***(if applicable)***		

TYPE OF ORGANIZATION

☐ Legislative ☐ Judicial ☐ Executive

Professional User: _____ Practicing Area of Law: _____

Support Staff: _____ Employer Identification Number: _____

Bar No: _____ Issuing State: _____

Date Issued/Expiration Date: _____ Organization Web Address: _____

Tax Exempt: ☐ Yes (attach Sales Tax Exemption Certificate) ☐ No MSA: ☐ Yes ☐ No

Tax ID No: State Contract No: (If applicable)

PO No: (If applicable)

CONTACTS

	Name	Telephone	Email
Installation:			
Billing:			
Policy/Legal Notification:			
Scheduling/Training:			

	Name	Telephone
Super Admin:		
	Email	**IP Address**

CUSTOMER ID INFORMATION (Please type or print)

ID Holders' Names (additional sheet attached ☐)	**ID Holders' Titles/Positions**	**ID Holders' Email Addresses**	**Location/Address**

LexisNexis®

AGREEMENT ADDENDUM

State & Local Government

This Agreement Addendum (this "Addendum") amends and supplements the terms of the Online Services Agreement between LexisNexis, a division of RELX Inc. ("LN") and Williamson County-Sheriff's Office, a city, state, county or other local government agency ("Subscriber"). The Agreement shall consist of Subscriber's agreement (the "Subscriber Contract"), if applicable, the LexisNexis General Terms and Conditions viewable at www.lexisnexis.com/terms/general (the "General Terms"), together with any other LexisNexis contract proposals or other contract documents, all of which are incorporated into the Agreement by reference and made a part hereof (collectively the "Agreement").

1. **Term.** The term of this Addendum shall be coterminous with the Agreement.

2. **Governing Law; Applicable Law.** Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the U.S. State in which Subscriber is located. LN agrees to comply with all applicable laws of Subscriber's State in the performance of its obligations under the Agreement. For the avoidance of doubt, the law of the U.S. State shall not be construed to apply any tribal law.

3. **Non-Appropriation of Funds.** If funds are not appropriated or allocated for payment for the type(s) of services contemplated under the Agreement for any current or immediately subsequent fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon 60 days' prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts dues up to the time of termination. In addition, in order to exercise this option, Subscriber shall certify and warrant in writing to LN, under penalty of perjury, that funds for the type(s) of services contemplated have not been appropriated to continue the Agreement for the current or immediately subsequent fiscal year. For a point of clarification, substituting the services provided by LN to another service provider under any circumstances is not grounds to exercise this option.

4. **Data Ownership.** Notwithstanding anything to the contrary in the Agreement, LN reserves all right, title and interest in and to the Online Services and the Materials made available therein. LN grants Subscriber only a limited, non-exclusive, non-transferable license to access and use the Online Services as set forth in the General Terms.

5. **Late Payments.** Any late payment provision is modified to state that Subscriber will pay late charges to the maximum legal rate under the applicable State Prompt Payment Act. All other references to interest or late charges are deemed struck.

6. **Limitation of Liability.** Subscriber, as a State entity, may not agree to assume the potential liability of LN. Accordingly, any limitation is null and void to the extent it precludes any action for injury to persons or for damages to personal property.

7. **Indemnity; Liquidated Damages.** Any provision in the Agreement requiring Subscriber to indemnify and hold LN harmless is deleted and replaced with a provision that requires Subscriber to be responsible for a breach of this Agreement solely to the extent permissible under State law. Any provision in the Agreement requiring LN to indemnify Subscriber is deleted and replaced with the indemnification provision in the General Terms. Any provision providing for the payment of liquidated or cover damages is deleted.

8. **Warranties.** LN's warranties for the Online Services are set forth in the General Terms. Any provision in the Agreement which sets forth additional warranties is deleted.

9. **Audit Rights.** Subscriber shall have the right to audit the billing records of LN with respect to the provision of the Online Services under the Agreement as permitted by applicable State law. Subscriber shall provide LN with not less than ten (10) business days advanced written notice of any such audit.

10. **Contract Amendment.** All amendments, modifications, alterations or changes to the Agreement (excluding the General Terms which may be revised as set forth therein), shall be in writing and signed by both parties.

11. **Miscellaneous.**

11.1 Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum.

11.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

11.3 In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum will control. In the event of a conflict between the various contract documents that comprise the Agreement, such conflicts shall be resolved in the following order: the General Terms shall control with regard to access and use of the Online Services, for all other purposes, the order of precedence shall be this Addendum, the Subscriber Contract, and then any other LN contract documents.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by providing Subscriber with access to the Online Services.

AGREED TO AND ACCEPTED BY:

Subscriber:	**Williamson County-Sheriff's Office**
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
Date:	

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	Mark Eikenberry
Job Title:	
Date:	Digitally signed by Mark Eikenberry Date: 2022.09.20 12:11:56 -04'00'

Commissioners Court - Regular Session **20.**

Meeting Date: 09/27/2022

Approval of Professional Service Agreement Extension for Todd C. Harris, P.C. for Jail Dental Services - FY23 for Sheriff's Office/Jail

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on extending the Professional Services Agreement (PSA) with Todd C. Harris, P.C. for Dental Services at the Williamson County Jail for the annual amount of $98,500.00 for the term of October 1, 2022 - September 30, 2023 and exempting this service from competitive bidding requirements as per Texas Local Government Code Sec. 2254.002 (2)(A)(v) Medicine and authorizing the execution of the agreement.

Background

The Sheriff's Office requested extension of agreement for these services with Todd C. Harris, P.C. The FY23 funding source is under General Fund, Corrections, Jail Doctor, 01.0100.0570.003317. The department point of contact is Lt. Doug Wheless, Medical Lieutenant-Corrections.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dr Harris Original Contract

Service Agreement Dr. Harris FY23

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/22/2022 09:36 AM
County Judge Exec Asst.	Becky Pruitt	09/22/2022 09:46 AM
Form Started By: Kim Chappius		Started On: 09/21/2022 09:22 AM
Final Approval Date: 09/22/2022		

WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT
FOR DENTAL SERVICES AT THE WILLIAMSON COUNTY JAIL

This Williamson County Professional Services Agreement for Dental Services at the Williamson County Jail ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Todd C. Harris, P.C., a Texas professional corporation, hereinafter referred to as PROVIDER, for the purpose of providing dental services for the inmates of the Williamson County Jail, hereinafter referred to as JAIL, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

I.
SCOPE OF SERVICES

PROVIDER shall provide dental services as a dentist licensed to practice dentistry in the State of Texas for the inmates of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of dental care in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his/her license to practice dentistry in the State of Texas.

PROVIDER shall be physically present in the JAIL infirmary to provide dental services for up to eight (8) hours per week for fifty-two (52) weeks during the term of this Agreement. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its jail staff in writing of any times when PROVIDER will not be available to provide dental services and PROVIDER will provide COUNTY with a suitable substitute. COUNTY shall be able to accept or reject such proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available.

PROVIDER will provide dental services to all inmates requiring such attention. These dental services shall include Dental Emergency Coverage (DEC) services.

PROVIDER will be under no obligation to provide specialty dental services which are beyond PROVIDER's expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty dental services in the treatment of any inmate.

PROVIDER will provide consultation to the Lead Paramedic of the Williamson County Jail Infirmary and other jail staff on all questions of dental care provided under this Agreement.

PROVIDER will develop and write standing orders for use by the jail staff in the handling of the dental needs of the inmates.

PROVIDER will be available for phone consultation by jail staff at any time unless PROVIDER has followed the notice requirement and substitute dentist procedure outlined above for any periods when PROVIDER will not be available for phone consultation.

II.
TERM AND TERMINATION

This Agreement shall become effective as of the date of the last party to execute this Agreement, and continue for one (1) year thereafter. By separate writing, the parties may agree to extend this Agreement for an additional term following said initial term.

Either party may terminate this Agreement at any time for any reason (or without cause) on sixty (60) day's written notice to the other party. In the event of termination, it is understood and agreed that only the amounts due to PROVIDER for services provided and expenses incurred to and including the date of termination, will be due and payable.

III.
COST AND PAYMENT

COUNTY agrees to pay PROVIDER and PROVIDER agrees to accept the total sum of Six Thousand Six Hundred Sixty Six an No/100 Dollars ($6,666.66) each month during the term of this Agreement for the services described under "SCOPE OF SERVICES." This monthly amount may be modified by agreement of the parties at the beginning of each subsequent fiscal year of the COUNTY.

Any violation of the provisions of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

Any travel costs associated with services provided herein is to be handled separately from this Agreement, and must be approved in writing by the Sheriff or his designated Chief or Assistant Chief Deputy prior to PROVIDER incurring travel costs if such costs are requested to be reimbursed by COUNTY.

COUNTY's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by COUNTY within thirty (30) days from the date of the Williamson County Sheriff's Office's receipt of an invoice. Interest charges for any late payments shall be paid by COUNTY in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of COUNTY's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, COUNTY shall notify PROVIDER of the discrepancy. Following COUNTY's notification of any discrepancy as to an invoice, PROVIDER must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Sheriff's Office. COUNTY shall pay the invoice within thirty (30) days from the date of the Williamson County Sheriff's Office's receipt of the corrected or revised invoice. COUNTY's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Sheriff's Office's receipt of the corrected or revised invoice.

IV.
CONFIDENTIALITY

All information regarding PROVIDER's work under this Agreement shall be held in strictest confidence unless pre-approved in writing by COUNTY. PROVIDER agrees to read and follow the COUNTY's "HIPAA PRIVACY COMPLIANCE MANUAL FOR TEXAS COUNTIES" regarding the use of inmate dental information.

V.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.

VI.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VII.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

VIII.
FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

IX.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least sixty (60) days prior to the intended date of termination.

X.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Dan A. Gattis (or successor)
301 S.E. Inner Loop, Ste. 109
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
James Wilson (or successor)
508 Rock Street
Georgetown, Texas 78626

and with a copy to: Williamson County Attorney
Jana Duty (or successor)
405 M.L.K. St., Box #7
Georgetown, Texas 78626

PROVIDER: Todd C. Harris, P.C.
1600 West 38th Street Suite 305
Austin, TX 78731

XI.
SEVERABILITY

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

XII.
VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XIII.
NO WAIVER OF IMMUNITIES

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

XIV.
COUNTY'S RIGHT TO AUDIT

PROVIDER agrees that COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of PROVIDER which are directly pertinent to the services to be performed under this Agreement

for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that COUNTY shall have access during normal working hours to all necessary PROVIDER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. COUNTY shall give PROVIDER reasonable advance notice of intended audits.

XV.
APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

XVI.
ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

Executed this the 7th day of April, 2009.

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis,
Williamson County Judge

Approved as to Form:

By: _____
Hal C. Hawes
Assistant Williamson County Attorney

By: _____
James Gilger, CPA,
Williamson County Contract
Management Auditor

PROVIDER:

Todd C. Harris, P.C.

By: _____

Printed Name: Todd C Harris DDS

Representative Capacity: Dentist

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY RENEWAL ADDENDUM FOR PROFESSIONAL SERVICES AGREEMENT FOR DENTAL SERVICES AT THE WILLIAMSON COUNTY JAIL

(Todd C. Harris, P.C.)

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

THIS ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Todd C. Harris, P.C.** (hereinafter "Provider"), with offices at 1600 W. 38th St., Ste. 305, Austin, TX 78731. The parties originally entered into an Agreement on April 7, 2009, which has been previously amended and extended. Provider is engaged as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Term: This amendment will renew this Professional Services Agreement for an additional one (1) year term and continue until September 30, 2023.

II.

Cost and Payment: This amendment will revise the compensation cap set forth in the original agreement (under paragraph III) to a monthly amount of eight thousand two hundred eight dollars and thirty-three cents ($8,208.33) and a yearly not-to-exceed amount for fiscal year 2023 (October 1, 2022 to September 30, 2023) of **ninety eighty thousand five hundred dollars and zero cents ($98,500.00)**.

III.

In all other respects, the Agreement is reaffirmed.

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: _____, 2022

PROVIDER:

TC Lewis
_____
Authorized Signature
Date: 9-21-22, 2022

Commissioners Court - Regular Session **21.**

Meeting Date: 09/27/2022

Approval of Professional Service Agreement Extension for Ghulam M. Khan, M.D., Jail Psychiatric Medical Services for the Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on extending the Professional Services Agreement (PSA) with Ghulam M. Khan, M.D. for Psychiatric Medical Services at the Williamson County Jail for the annual amount of $84,744.00 for the term of October 1, 2022 - September 30, 2023 and exempting this service from competitive bidding requirements as per Texas Local Government Code Sec. 2254.002 (2)(A)(v) Medicine, and authorizing the execution of the agreement.

Background

The Sheriff's Office requested extension of this agreement for these services with Ghulam Khan, M.D. The FY23 funding source is under General Fund, Corrections, Jail Doctor, 01.0100.0570.004116. The Department Point of Contact is Lt. Doug Wheless, Medical Lieutenant-Corrections.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jail Psychiatric Original Contract

Dr. Khan Service Agreement FY23

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/22/2022 09:39 AM
County Judge Exec Asst.	Becky Pruitt	09/22/2022 09:46 AM
Form Started By: Kim Chappius		Started On: 09/21/2022 09:43 AM
Final Approval Date: 09/22/2022		

WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT
FOR PSYCHIATRIC MEDICAL SERVICES
AT THE WILLIAMSON COUNTY JAIL

This Williamson County Professional Services Agreement for Psychiatric Medical Services at the Williamson County Jail ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Ghulam M. Kahn, M.D., hereinafter referred to as PROVIDER, for the purpose of providing psychiatric services and attention for the inmates of the Williamson County Jail, hereinafter referred to as JAIL, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

I.
SCOPE OF SERVICES

PROVIDER shall provide outpatient psychiatric services and attention for the inmates of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of a psychiatrist that provides such psychiatric care and attention in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his/her ability to practice in the State of Texas.

PROVIDER shall be physically present in the JAIL infirmary to provide psychiatric services and attention for a not to exceed weekly amount of sixteen (16) hours per week during the term of this Agreement. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its jail staff in writing of any times when PROVIDER cannot be physically present in the JAIL infirmary to provide psychiatric services in accordance with this Agreement. In such cases, PROVIDER must provide COUNTY with a suitable substitute psychiatrist to perform, on behalf of PROVIDER, the PROVIDER's obligations hereunder. COUNTY shall be able to accept or reject PROVIDER's proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available and agreed upon by COUNTY.

PROVIDER will provide outpatient psychiatric attention to all inmates requiring such attention. These services shall include, but are not limited to, follow-up on all lab tests and all inmates who have had psychiatric attention outside of the jail infirmary.

PROVIDER will be under no obligation to provide inpatient care, hospitalization, or specialty psychiatric services which are beyond PROVIDER's expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty psychiatric services in the treatment of any inmate.

PROVIDER will provide consultation to the Lead Paramedic of the Williamson County Jail Infirmary and other jail staff on all questions of outpatient psychiatric care and attention.

PROVIDER will develop and write standing orders for use by the jail staff in the handling of the psychiatric needs of the inmates.

PROVIDER will be available for phone consultation by jail staff at any time unless PROVIDER has followed the notice requirement and substitute psychiatrist procedure outlined above for any periods when PROVIDER will not be available for phone consultation.

II.
TERM AND TERMINATION

This Agreement shall become effective as of October 1, 2013 and continue thereafter until September 30, 2014. Either party may terminate this Agreement at any time for any reason (or without cause) on sixty days prior written notice to the other party. In the event that COUNTY and PROVIDER wish to extend this Agreement for additional one (1) year terms following the initial term, the parties shall execute a written agreement evidencing each party's desire to extend the Agreement.

III.
COST AND PAYMENT

COUNTY agrees to pay PROVIDER and PROVIDER agrees to accept the total sum of $6,000.00 for each month for the services described under "SCOPE OF SERVICES". This monthly amount may be modified by agreement of the parties at the beginning of each subsequent fiscal year of the COUNTY.

Any violation of the provisions of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

Any travel costs associated with services provided herein is to be handled separately from this Agreement, and must be approved in writing by the Sheriff or his designated Chief or Assistant

Chief Deputy prior to PROVIDER incurring travel costs if such costs are requested to be reimbursed by COUNTY.

COUNTY's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by COUNTY within thirty (30) days from the date of the Williamson County Sheriff's Office's receipt of an invoice. Interest charges for any late payments shall be paid by COUNTY in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of COUNTY's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, COUNTY shall notify PROVIDER of the discrepancy. Following COUNTY's notification of any discrepancy as to an invoice, PROVIDER must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Sheriff's Office. COUNTY shall pay the invoice within thirty (30) days from the date of the Williamson County Sheriff's Office's receipt of the corrected or revised invoice. COUNTY's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Sheriff's Office's receipt of the corrected or revised invoice.

IV.
CONFIDENTIALITY

All information regarding PROVIDER's work under this Agreement shall be held in strictest confidence unless pre-approved in writing by COUNTY. PROVIDER agrees to read and follow the COUNTY's "HIPAA PRIVACY COMPLIANCE MANUAL FOR TEXAS COUNTIES" regarding the use of inmate medical information.

V.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

VI.
DUTY TO REPRESENT/INDEMNITY/INSURANCE

COUNTY agrees to provide legal representation and indemnify, to the extent allowed by Texas law, PROVIDER in the event of legal action taken against PROVIDER on the basis of the services provided to the inmates of the JAIL in the performance of this Agreement. COUNTY shall have full authority to defend, negotiate, or settle any such claims at the sole discretion of the COUNTY. PROVIDER shall fully assist and participate, without cost to COUNTY, in the defense, negotiation, or settlement of any such claims, and such assistance and participation shall include consultation with COUNTY and opinion testimony as needed on medical questions and issues. Provider shall also furnish, without cost to COUNTY, consultation and opinion testimony on medical questions and/or issues for legal actions against COUNTY or COUNTY's officials related to the psychiatric services provided to inmates on claims and/or suits that do not include PROVIDER as a named defendant. COUNTY reserves the right to withdraw its representation and indemnification of PROVIDER in the event PROVIDER fails to assist and participate in the defense, negotiation, or settlement of any such claims.

COUNTY may fulfill its legal representation and indemnification obligations, to the extent allowed by law, under this Agreement through insurance or other means at its sole discretion.

During the term of this Agreement, COUNTY hereby agrees to provide the policy of insurance attached hereto as Exhibit "A" (said exhibit provides the coverage limits of the Policy) and PROVIDER acknowledges and agrees that such policy and coverage limits is sufficient and adequate. In the event that COUNTY and/or PROVIDER are sued for the services provided under this Agreement and counsel is provided through the said insurance policy, COUNTY shall not be required to provide counsel for PROVIDER in addition to the counsel that is provided under the insurance policy. Furthermore, COUNTY shall have no obligation to provide legal representation or indemnify PROVIDER for any legal action which does not arise from PROVIDER's services under this Agreement or to any extent that is not allowed by law.

VII.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VIII.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

IX.
FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

X.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least sixty (60) days prior to the intended date of termination.

XI.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
James Wilson (or successor)
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Ghulam M. Kahn, M.D.
56 East Avenue
Austin, Texas 78701

XII.
SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the

particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

XIII.
VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XIV.
NO WAIVER OF IMMUNITIES

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

XV.
COUNTY'S RIGHT TO AUDIT

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

XVI.
APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

Executed by the parties on the date referenced below.

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis
Williamson County Judge

Date: 10-10-, 2013

PROVIDER:

By: _____

Printed Name: Ghulam M. Kahn, M.D.

Date: 9/20, 2013.

EXHIBIT "A"

INSURANCE POLICY AND COVERAGE LIMITS

REU

Regional Excess Underwriters, LLC

Quote Cover Letter

Date: September 25, 2013

To: Judy Rice, Extraco Banks NA

From: Victoria Dearing
Phone: (877) 738-3172 Ext .
Email: vdearing@regionalxs.com Fax: (866) 495-9044

Re: Insured: Ghulam M Khan MD
Proposed Effective Date: 9/30/2013

Premium: $4,000.00
Policy Fee $250.00
Taxes: $208.68
Total: $4,458.68

Agent Commission: 10%

AT TIME OF BINDING
A fully completed and signed Markel Statement, as attached
Copy of current coverage for other services

Attached please see the quotation from Evanston Insurance Company. Please review and contact me with any questions you may have.

Please note: the terms and conditions of this quotation may not comply with the specifications submitted for consideration. Please read this quote carefully and compare it against your specifications. **** Written request needed to bind****

Thank you for allowing us to be of service.

Reference #: 0689226

REGIONAL EXCESS UNDERWRITERS, LLC
122 W. John Carpenter Freeway
Suite 350
Irving, TX 75039
Phone: (877) 738-3172 / Fax: (866) 495-9044

September 25, 2013

From: Vicky Dearing
REGIONAL EXCESS UNDERWRITERS, LLC

RE: GHULAM MUSTAFA KHAN, MC
Risk ID: 4046970

We are pleased to offer the following terms for the captioned which are valid for thirty (30) dayse:

Proposed Named Insured(s):

Coverage A: GHULAM MUSTAFA KHAN, MD

Coverage B: none

Issuing Company: EVANSTON INSURANCE COMPANY, a Surplus Lines company

Policy Form: MM-20000 08/09 - Physicians, Surgeons, Dentists and Podiatrists Professional Liability Insurance Policy (claims made form)

Note: This policy contains provisions that reduce the limits of liability stated in the policy by the costs of legal defense and permit legal defense costs to be applied against the deductible.

Policy Limits:

Coverage A*			Policy	Deductible	Annual
Each Claim	Aggregate	Per Patient	Aggregate	Each Claim	Premium
$200,000	$600,000	$200,000	$600,000	$5,000	$4,000

*Coverage A: Individual Professional Liability

Policy Fee $250

Retroactive Date: Policy Inception

Professional Specialty: Psychiatry services at the Williamson County Jail

Extended Reporting Period (bi-lateral): 12/24/36 months at 150%/200%/250% of the total annual premium, respectively
Up to 7 years Extended Reporting Period available: See Endorsement MEIL 5229 09 10, attached.

Terms are subject to receipt, review and acceptance of the following, by an underwriter of EVANSTON INSURANCE COMPANY, PRIOR TO BINDING COVERAGE:

1. A fully completed Markel Statement, as attached.
2. Copy of current coverage for other services

The underwriter reserves the right to amend or withdraw terms upon review of the above additional information.

In the event of any material change in underwriting information before coverage is bound, terms may be modified or withdrawn by the underwriter.

MARKEL

EVANSTON INSURANCE COMPANY

SPECIMEN

Endorsement

Named Insured:
GHULAM MUSTAFA KHAN, MD

Attached to and forming
a part of Policy No.:
Endorsement No.: 1
Effective Date of Endorsement:

25% MINIMUM EARNED PREMIUM ENDORSEMENT

In consideration of the premium paid, it is hereby understood and agreed that in the event that this policy is cancelled by the Named Insured, the policy premium is subject to a minimum earned premium of twenty-five percent (25%) of the total premium.

All other provisions of the policy shall remain unchanged.

2013/09/26 15:31:26 7 SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LONGER DURATION EXTENDED REPORTING PERIOD AVAILABILITY

This endorsement modifies insurance provided under the following:

PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART - CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART - CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) INSURANCE COVERAGE PART - CLAIMS MADE COVERAGE
LOCUM TENENS AND CONTRACT STAFFING PROFESSIONAL LIABILITY INSURANCE COVERAGE PART
LOCUM TENENS AND CONTRACT STAFFING GENERAL LIABILITY INSURANCE (INCLUDING PRODUCTS AND COMPLETED OPERATIONS LIABILITY) COVERAGE PART - CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that in addition to the availability of the Extended Reporting Period for the period of months stated in Item 0. of the Declarations, an Extended Reporting Period of the following duration shall also be available:

48 months;
60 months;
72 months; or
84 months.

The Named Insured must make a written request for the longer duration Extended Reporting Period received by the Company within 10 days after the end of the Policy Period. The written request must specify from the options stated above which period of Extended Reporting Period is requested. The Company will determine the additional premium to be charged for such Extended Reporting Period.

The Company will provide to the Named Insured in writing the amount of the additional premium for an Extended Reporting Period of the duration specified within 10 days of receipt of the Named Insured's written request.

All other terms and conditions of the Section Extended Reporting Period shall apply with regard to the Named Insured's exercise of any such longer duration Extended Reporting Period.

All other terms and conditions remain unchanged

INTERLINE

MARKEL®

EVANSTON INSURANCE COMPANY

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITIONS AND EXCLUSIONS – ELECTRONIC DATA AND DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

This endorsement modifies insurance provided under the following:

LOCUM TENENS AND CONTRACT STAFFING PROFESSIONAL LIABILITY INSURANCE COVERAGE PART
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART – CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE
PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS AND PROFESSIONAL LIABILITY INSURANCE POLICY

Section The Exclusions is amended by the addition of the following:

any Claim based upon or arising out of any violation of:

(a) the Telephone Consumer Protection Act of 1991 (TCPA) and amendments thereto or any similar or related federal or state statute, law, rule, ordinance or regulation;

(b) the CAN-SPAM Act of 2003 and amendments thereto or any similar or related federal or state statute, law, rule, ordinance or regulation; or

(c) any other statute, law, rule, ordinance or regulation that prohibits or limits the sending, transmitting, communication or distribution of information or other material.

All other terms and conditions remain unchanged.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-STACKING LIMITATION WHEN TWO OR MORE POLICIES APPLY

This endorsement modifies insurance provided under the following:

PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium paid, it is understood and agreed that the following is added to Section Other Conditions D., Other Insurance.

If any Claim under this policy is also covered by one or more policies issued by this Company or any of its affiliated companies affording coverage to the Named Insured or to any entity or person who controls, is controlled by, or is affiliated by common control with the Named Insured, then with respect to such Claim:

1. the Limit of Liability available under this policy will be equal to the percentage that this policy's available Limit of Liability bears to the total combined Limits of Liability available under all applicable policies; and
2. the total Limit of Liability available for such Claim shall not exceed the greatest available Limit of Liability remaining on all such policies at the time the Claim is made and its payment shall extinguish this Company's and its affiliated companies' liability on all such policies for such Claim.

Nothing contained in this endorsement shall be construed to increase the Limits of Liability of this policy.

All other terms and conditions of this policy remain unchanged



EVANSTON INSURANCE COMPANY

SPECIMEN

IMPORTANT POLICYHOLDER NOTICE

TEXAS SURPLUS LINES NOTICE

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85% (percent) tax on gross premium.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the company's toll-free telephone number for information or to make a complaint at:

1-800-507-7626

You may write to the insurance company at:

Markel Legal Department
Ten Parkway North
Deerfield, Illinois 60015

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

Texas Department of Insurance
Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
FAX # (512) 475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerPotection@tdi.state.tx.us

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

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

Prescribed by the State Board of Insurance
Effective May 1, 1992

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de la compania para informacion o para someter una queja al:

1-800-507-7626

Usted puede escribir a la compania de seguros:

Markel Legal Department
Ten Parkway North
Deerfield, Illinois 60015

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Texas Department of Insurance
Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
FAX # (512) 475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerPotection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Ordenado por el consejo Estatal de Directores de Seguros, Effectivo el 1 de Mayo 1992



☐ **Deerfield Insurance Company**
☐ **Evanston Insurance Company**
☐ **Essex Insurance Company**
☐ **Markel American Insurance Company**
☐ **Markel Insurance Company**
☐ **Associated International Insurance Company**

APPLICATION ACCEPTANCE AND REPRESENTATION STATEMENT ("Statement")

1. Full name of Applicant: _____

2. It is understood and agreed that application is being made to the Company. All information contained in the application dated _____ ("Application") and completed on behalf of the Applicant will be relied upon by the underwriting manager, Company and/or affiliates thereof in issuing a policy.

3. The underwriting manager, Company and/or affiliates thereof will rely upon:

   (a) The truth and accuracy of the representations contained in the Application;

   (b) The Applicant represents that the statements and any attachments to the Application are true and accurate to the best knowledge and belief of the undersigned authorized agent of the person(s) and entity(ies) proposed for this insurance and declares that to the best of his/her knowledge and belief, after reasonable inquiry, the statements in the Application and in any attachments, are true and complete;

NOTICE TO THE APPLICANT - PLEASE READ CAREFULLY

No fact, circumstance or situation indicating the probability of a claim or action for which coverage may be afforded by the proposed insurance is now known by any person(s) or entity(ies) proposed for this insurance other than that which is disclosed in the Application. It is agreed by all concerned that if there be knowledge of any such fact, circumstance or situation, any claim subsequently emanating therefrom shall be excluded from coverage under the proposed insurance.

The policy applied for is SOLELY AS STATED IN THE POLICY, if issued, which provides coverage on a claims made basis for ONLY THOSE "CLAIMS" THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD, unless the extended reporting period option is exercised in accordance with the terms of the policy. The policy has specific provisions detailing claim reporting requirements.

The underwriting manager, Company and/or affiliates thereof are authorized to make any inquiry in connection with the Application and this Statement.

WARRANTY

I/We warrant to the Company, that I/We understand and accept the notice stated above and that the information contained herein is true and that it shall be the basis of the policy and deemed incorporated therein, should the Company evidence its acceptance of the Application and this Statement by issuance of a policy. I/We authorize the release of claim information from any prior insurer to the underwriting manager, Company and/or affiliates thereof.

Signing this Statement does not bind the Company to provide or the Applicant to purchase the insurance.

It is understood that information submitted herein becomes a part of the Application for insurance and is subject to the same declarations, representations and conditions.

Must be signed by director, executive officer, partner or equivalent within 60 days of the proposed effective date.

Name of Applicant	Title
Signature of Applicant	Date

Notice to Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY RENEWAL ADDENDUM FOR PROFESSIONAL SERVICES AGREEMENT FOR PHYCHIATRIC MEDICAL SERVICES AT THE WILLIAMSON COUNTY JAIL

(Ghulam M. Khan, M.D.)

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

THIS ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Ghulam M. Khan, M.D.** (hereinafter "Provider"), with offices at 3218 Bay Hill Lane, Round Rock, TX 78664. The parties originally entered into an Agreement in 2013, which has been previously amended and extended. Provider is engaged as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Term: This amendment will renew this Professional Services Agreement for an additional one (1) year term and continue until September 30, 2023.

II.

Cost and Payment: This amendment will revise the compensation cap set forth in the original agreement (under paragraph III) to a monthly amount of seven thousand sixty-two dollars and zero cents ($7,062.00) and a yearly not-to-exceed amount for fiscal year 2023 (October 1, 2022 to September 30, 2023) of **eighty-four thousand seven hundred forty-four dollars and zero cents ($84,744.00)**.

III.

In all other respects, the Agreement is reaffirmed.

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: _____, 2022

PROVIDER:

_____
Authorized Signature
Date: 09/20, 2022

Commissioners Court - Regular Session **22.**

Meeting Date: 09/27/2022

Approval of Agreement for HVAC Chiller Preventative Maintenance and Related Services with Carrier Corporation for Facilities Management

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 Agreement between Williamson County and Carrier Corporation for Chillers Installation, Maintenance and Related Services in not-to-exceed amount of $500,000.00 per year, per the terms of the BuyBoard contract #638-21 and authorizing the execution of this agreement.

Background

This agreement allows Carrier Corporation to conduct quarterly inspections and annual preventative maintenance to Williamson County Facility building locations utilizing the BuyBoard contract #638-21 on an as needed basis. Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. Agreement is good for a three (3) year term and expires 9/30/25. Local Government Code Sec. 271.012: Cooperative Purchasing Program Participation, provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. Cooperative program solicitations are posted year-round to continually seek the best pricing. Funding Sources for this service agreement include: 01.0100.0509.004500 - 01.0100.0509.004509 - 01.0100.0509.004510 - 01.0100.0509.005300. Department Point of Contact is Christi Stromberg or Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/22/2022 09:07 AM
County Judge Exec Asst.	Becky Pruitt	09/22/2022 09:41 AM
Form Started By: Kim Chappius		Started On: 09/20/2022 10:52 AM
Final Approval Date: 09/22/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

CONTRACT
FOR
CHILLERS INSTALLATION,
MAINTENENACE
AND
RELATED SERVICES
(Williamson County Facilities)

(Carrier, BuyBoard #638-21)

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **Carrier Corporation (hereinafter "Service Provider")**, 11100 Metric Blvd, Suite #400, Austin, TX 78758 (Ph. 512-364-6322). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

As set forth pursuant to pricing in BuyBoard Contract #638-21.

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

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

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall expire on September 30, 2025, unless terminated sooner pursuant to paragraph X below. If applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

III.

Consideration and Compensation: Service Provider will be compensated based as set forth pursuant to pricing in BuyBoard Contract #638-21. Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $500,000.00 per fiscal year.**

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

IV.

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

Type of Coverage	**Limits of Liability**

a. Worker's Compensation — Statutory
b. Employer's Liability
   - Bodily Injury by Accident — $500,000 Ea. Accident
   - Bodily Injury by Disease — $500,000 Ea. Employee
   - Bodily Injury by Disease — $500,000 Policy Limit

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

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

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

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

V.

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

A. BuyBoard #638-21; and

B. Any required insurance certificates evidencing required coverages.

Due to the fact that this Agreement involves expenditures of public monies, any conflicting terms in the contract documents will be resolved with Williamson County's terms and conditions taking precedence.

VI.

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

VII.

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

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

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be

deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

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

X.

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

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions. The parties expressly understand that Williamson County does not consent to waiver of right to trial by jury or changes to any statute of limitations and does not agree to arbitration.

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	_____
Authorized Signature	Authorized Signature
_____	Scott Smith
Printed Name	Printed Name
Date: _____ ___, 2022	Date: September 19, 2022

1. TECHNICAL CONTACT:

1.1. Senior Director of Facilities or Designee, Williamson County, 3101 SE Inner Loop, Georgetown, TX 78626 shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

2. ESCORTED WILLIAMSON COUNTY FACILITY ACCESS:

2.1. Access to the following Williamson County facilities after award of contract requires escort. Contractor personnel may be required to provide complete identification for all contractor service representatives at the following restricted and escorted facilities prior to or at time of service being performed under this contact. Facilities under this requirement include, but are not limited to:
- 2.1.1. Detention Center, Jail, Treatment and ESOC Premises:
  - 2.1.1.1. JJC
  - 2.1.1.2. SO/Jail
  - 2.1.1.3. ESOC
  - 2.1.1.4. CJIS Areas

2.2. Submitted identification, that will become a permanent part of the file records, shall include but not limited to:
- 2.2.1. A photocopy of valid Government Issued Identification
- 2.2.2. Company Identification

2.3. Upon entering and leaving any Williamson County premises, Contractor's service representative may be required to sign in and out at receptionist desk or with the Authorized personnel.

2.4. Contractor's service representative shall log all service work and upon completion of all the work that was performed, Contractor's service representative must certify that the work was completed by obtaining the signature of the Authorized personnel.

2.5. Contractor should be aware that special rules and regulations may apply to work performed at the Williamson County escorted premises and should attempt to become familiar with all applicable procedures.

3. CONTRACT ADMINISTRATION RESPONSIBILITY:

3.1. Williamson County shall provide a designated "Contracts Administrator" for the Contract who will serve as the point of contact between Williamson County and the Contractor.

3.2. Schedule reasonable arrangements to make Williamson County facilities available to the Contractor for the performance of service under this contract.
- 3.2.1. Arrangements include providing a Williamson County personnel contact to escort Contractor personnel performing the scheduled services to restricted or locked area on Williamson County premises.

3.3. Respond to Contractor's request to alter service dates and time within 72 business hours from receipt of request.

- 3.3.1. Decide any and all questions that may arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of the work.

- 3.3.2. Determine the amount of work performed and materials furnished which are to be paid under this Contract. Failure of the Contract Administrator or designee during the progress of the Contract, to:
  - 3.3.2.1. Discover, discuss and/or reject unacceptable work;
  - 3.3.2.2. Discover and discuss work not in accordance with the contract;

3.3.2.3. Failure to exercise any remedies in connection therewith, shall not be deemed an acceptance thereof, nor a waiver, of Williamson County's right to full performance of the contract.

3.4. Williamson County will furnish no materials, labor, equipment or facilities unless otherwise provided in the Scope of Work Order Ticket.

4. **PROGRAM EVALUATION**:

4.1.1. Williamson County Contract Administrator or designee will continually evaluate the progress of this contract in terms of effectiveness and safety and will require such changes, as are necessary.

4.1.2. Contractor shall take prompt action to correct all identified deficiencies.

5. **SCOPE OF WORK ORDER TICKET CHANGES**:

5.1.1. Williamson County Contract Administrator or designee shall make changes within the scope of this contract at any point in time.

5.1.2. Any change must be implemented within thirty (30) business days from the date of receipt by the Contractor of the notification. Any change in pricing, rather increase or decrease, must be provided in writing to the Williamson County Contract Administrator or designee and must receive approval in writing before Contractor makes pricing change(s).

5.1.3. Williamson County Contract Administrator or designee will attempt to provide awarded Contractor with at least 30 days' notice of new address in the event of office relocation or closure of premises. The effective date of any addition or deletion will be no later than five (5) business days after receipt of Williamson's County's written notification of said addition or deletions.

5.1.4. Williamson County Contract Administrator or designee reserves the right, in its sole discretion, to add or delete service locations during the period covered by any resulting contract(s).

6. SCHEDULES:

6.1. The schedules for all approved work shall be approved by the Contract Administrator or designee. All schedules must be submitted and approved fifteen (15) days prior, if applicable, may only be altered at the discretion of the Contract Administrator or designee.

6.2. All maintenance services and installation shall be conducted during established business hours, on approved weekends or approved Williamson County holidays.

6.3. Visual inspections, troubleshooting, maintenance repair, or installation that will not interfere with day-to-day business operations in the facilities may be conducted during normal business hours.

6.4. **Emergency Services:**

6.4.1. Contractor shall provide twenty-four (24) hour emergency service contact number(s) and name(s) in case of any urgent issue that may arise.

6.4.1.1. Emergency contact at minimum shall be a licensed Journeyman Electrician.

6.5. **Service Hours:**

6.5.1. Service shall be made available to Williamson County 365 days per year, 24 hours per day. All services performed under this Contract shall be performed between the hours of 6:00 am and 6:00 pm unless other arrangements are made in advance with the Contract Administrator or designee. No premium charges will be paid for any off-hours work.

6.6. **Business Hours** at a minimum, shall be work performed between 6:00 am and 6:00 pm Monday through Friday, unless hours are extended by Contractor in the offer as agreed upon in the awarded contract.

6.7. **After Hours Service** shall be work performed after 6:00 pm and before 6:00 am.

6.8. **Weekend and Holiday** shall be work performed during Saturday, Sunday or during any Williamson County approved holiday.

6.9. Williamson County Holidays: Holidays observed by Williamson County are listed at http://www.wilco.org/Residents/County-Holidays or by obtaining a list from the Williamson County Contracts Administrator or designee. Williamson County does not specifically require the Contractor to work on these holidays but does require the Contractor to fulfill the requirements of the contract. If this requires the Contractor to work on holidays observed by Williamson County or the Contractor, then Contractor shall fulfill obligations at no additional expense to Williamson County.

7. CONTRACTOR'S RESPONSIBILITIES:

7.1. Contractor's shall provide turnkey services in accordance with requirements specified herein and the resulting contract(s) and adhere to Williamson County's Terms and Conditions.

7.2. Contractor's shall provide all labor, materials and equipment necessary to meet requirements of the specified services throughout the term of the contract.

7.3. Contractor is responsible for all costs incurred in the performance of the contract.

7.4. Contractor shall comply with all laws, ordinances, statutes and regulations pertaining to the service requested herein, and shall obtain such permits, licenses or other authorizations, if applicable.

7.5. Contractor shall follow relevant safety rules and conduct the work in a safe manner.

7.6. Contractor shall be prepared and equipped to provide services in a timely manner and on relatively short notice or in accordance with the request for Scope of Work Order Ticket so as to enable Williamson County to meet critical, and at time, unpredictable, time deadlines and schedules.

7.7. Contractor agrees to comply with all terms and conditions contained in this solicitation and resulting contract(s).

7.8. Contractor agrees to conduct all services under this contract by and through appropriate communications with the Contracts Administrator or designee. No work, installation or other services shall be undertaken by contractor except with the prior written direction of the Contracts Administrator or designee. Contractor understands and agrees that work, installation or any other service performed without the prior written direction of Williamson County's Contracts Administrator or designee is work outside the scope of this contract and shall be performed exclusively at contractor's risk and own expense. contractor agrees to employ competent personnel meeting the requirements outlined in the terms and conditions of this contract, who shall be satisfactory to Williamson County. Personnel assigned to perform services under this contract may not be reassigned without the prior written notification to, and approval from, Williamson County Contracts Administrator or designee.

7.9. Respondent agrees to maintain a branch/office within one (1) hour of Williamson County throughout the duration of this contract. If Contractor has no branch/office within the one (1) hour driving timeframe of Williamson County, one must be set up within ninety (90) days of Contract award, at no cost to Williamson County.

8. **PROCEDURES FOR PROJECT (STATEMENT OF WORK) ASSIGNMENT AFTER AWARD:**

8.1. As specific projects are identified, Williamson County will develop a project Statement of Work and select an awarded contractor for each project by one of the following methods:

8.2. Contractor may be required to visit the work site to attend a scheduled pre-proposal conference.
- 8.2.1. Contractor's travel and related expenses for pre-proposal conference shall be at the contractor's expense and will not be reimbursed.
- 8.2.2. Contractor shall be responsible for costs associated with the preparation of proposals.
- 8.2.3. Travel, labor, and materials shall not be reimbursed.

8.3. Williamson County will provide the contractor the opportunity to accept or reject project assignment. If a contractor fails to notify by written communication (e-mail), Williamson County of project acceptance within twenty-four (24) hours, Williamson County may cancel award and proceed with the next vendor to avoid delay of the project.

8.4. Williamson County shall receive contractor proposal for the project by a predetermined date and time stated on the request.

8.4.1. The project proposal shall include:

8.4.1.1. Narrative description of the Contractor's understanding of the project scope of work;

8.4.1.2. Detailed statement of the services anticipated for the project;

8.4.1.3. Fee Proposal detailing the total fee for providing the services and the number of hours (by specialty in accordance with the approved fee scheduled) Firm fixed rate fee shall include all expenses associated with the project, to include but not limited to, labor, equipment, material, travel, etc.;

8.4.1.4. Period of performance to complete the specified scope of services; and

8.4.1.5. Contractor's assigned project manager and contact information.

8.4.2. Williamson County will review Contractor's Proposal and negotiate any changes, clarifications, or modifications thereto. The Contractor shall submit a revised Proposal incorporating any changes, clarifications, or modifications made in the review process.

8.4.3. Williamson County may accept, reject, or see modification(s) of any proposal.

8.4.4. Williamson County will evaluate proposal(s) and select a contractor determined to provide the best value. Awarded Contractor(s) shall be responsible for all expenses associated with the work identified in the purchase order (Labor, equipment, materials, travel, etc) at the firm fixed price.

9. PROJECT HISTORY:

9.1. Williamson County premises included in this contract are identified in Attachment – Wilco Buildings.

9.2. Projects include a wide range of construction services for the repair and replacement of electrical components premises. When a need is identified for certain electrical work, a Request for Work Order Proposal (RWOP) is issued to the selected Blanket Contractor, and an agreed upon fee and scope of work for such service are negotiated and executed by Work Order.

9.3. Williamson County Facilities Department supports various Departments throughout Williamson County. These departments include, but not limited to: Correctional Departments, County Parks, Law Enforcement Department, and Probation Departments.

9.3.1. Park sites include a wide range of facilities ranging from restrooms, showers, staff residences, camping sites, piers, docks, splash pad, Show Barn, etc.

10. DESCRIPTION OF SERVICES:

10.1. The scope of service will vary from project to project. The majority of the Work Orders are anticipated to be less than $25,000; however, a single Work Order may be awarded up to $99,999. Upon identification of a need for services, Williamson County will request a proposal based on the fee schedule Attachment D – Compensation and Fee Schedule of applicable rates and upon acceptance of proposal, Williamson County will issue a Work Order. The size and quantity of Work Orders issued to a firm will vary depending on a project need, schedule, the contractor's workload, and availability of funding.

11. MAINTENANCE AND WORK AUTHORIZATION:

11.1. Williamson County may, from time-to-time, request Contractor through a Service call to complete maintenance and repair services based on deficiencies or system failures. Such requests for services shall be documented through a separate document (hereinafter referred to as a "Work Authorization"). Such Work Authorization will constitute amendments to this Contract, subject to the terms and conditions

set forth in this contract and shall include a description of the scope of services, schedule and term, and compensation specific to the Work Authorization which shall be negotiated. Any work completed by Contractor without written authorization from the Contracts Administrator or designee will not be paid for by Williamson County.

11.2. **Response Time:**

11.2.1. Contractor shall acknowledge receipt of Williamson County's request for Work Order Proposal by electronic communication (email) within twenty-four (24) hours from receipt of request.

11.3. Contractor understands and agrees that no guaranteed minimum number of Work Authorizations or amount of work will arise from this Contract.

11.4. Upon receipt of a Work Authorization, Contractor shall respond to the Contract Administrator or designee within twenty-four (24) hours. Contractor shall perform all work under a Work Authorization within the timeframe agreed upon; if Contractor cannot perform the work within timeframe stated, Contractor may be subject to liquidated damages up to twenty percent (20%) of total cost of the Work Authorization.

11.5. Contractor shall check in and out with the Contract Administrator to ensure that the Contract Administrator logs the commencement and completion times for the "Service Ticket", or summary list, for the services performed under a Work Authorization. Contractors shall provide the following information on the Service Ticket:

11.5.1. building name;
11.5.2. floor number;
11.5.3. name of Contractor personnel performing the work;
11.5.4. license type and number of the Contractor personnel performing the work;
11.5.5. number of hours worked for each license type – Master Electrician, Journeyman Electrician, and Apprentice Electrician.
11.5.6. start and end worked hour;
11.5.7. itemized list of parts/material used/replaced; and
11.5.8. narrative description of what the technician found that was causing the problem(s) and what was done to correct the problem(s)

11.6. **GENERAL REQUIREMENTS:**

11.6.1. **Waste Removal:**

11.6.1.1. Contractor shall keep the premises clean on a continual basis, and no trash or debris will be permitted to accumulate in work areas. Contractor shall be responsible for removal and disposal of all debris and waste materials associated with this Contract.

11.6.2. **Security and Identification:**

11.6.2.1. Contractor shall abide by all procedures and rules as conveyed by Williamson County's Contract Administrator regarding security requirements of the property where work is to be performed.

11.6.3. **UNIFORMS AND PROTECTIVE CLOTHING:**

11.6.3.1. All Contractor personnel working in or around Williamson County facilities designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protective equipment required for the performance of work.

11.6.3.2. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

11.6.3.3. Contractor personnel shall wear clean and presentable clothing; no shorts or open toed shoes.

11.6.3.4. Contractor personnel shall display their name and Contractor identification information at all time while performing services under this contract.

11.6.4. **Transportation:**

11.6.4.1. Vehicles used by the Contractor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on Williamson County premises.

11.6.4.2. Contractor vehicles must meet Texas Department of Transportation requirements.

11.6.4.3. Contractor shall provide and maintain proper vehicle insurance coverage as required by Williamson County.

11.6.4.4. Throughout the term of this contract, the Contractor shall maintain a current business license issued by the Texas Department of Licensing and Regulations.

11.6.4.5. All Contractor personnel providing services under this contract must maintain licensing (in categories appropriate to the work being performed).

11.6.4.6. Unlicensed applicators and technicians will not be permitted to provide service to the Williamson County premises under this contract.

11.6.5. Williamson County Facilities department is responsible for providing emergency building services and equipment repair during emergency evacuation situations and requests cooperation from all contractors providing on-call services to Williamson County. During a wide-scale emergency, Contractors may be contacted to provide services and/or equipment. Contractors must agree that Williamson County's request for services will be a top priority.

11.6.6. The Contractor shall abide by the provisions of the latest edition of the Work Area Traffic Control Handbook.

12. PRICE STABILIZATION AND INCREASE:

12.1. Price offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should Williamson County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the Contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Williamson County substantiating the changes to the bid price. Any price changes shall be approved by Williamson County.

12.2. Contractor may propose an annual percentage increase thereafter to take effect October 1st of each subsequent year. Increase may not exceed five (5) percent over a single fiscal year.

13. BILLING:

13.1. Contractor shall submit monthly itemized invoices, including all required reports and supporting documents detailed in this contract, to the Contract Administrator for service rendered on or before the 5th business day following the end of each month. Invoices received before services are 100% completed or materials are in installed will be disputed and returned to the Contractor. No invoices will be submitted by the Contract Administrator for payment until services and materials are verified.

13.2. Invoices shall contain the following information prior to the Williamson County Contract Administrator or designee submitting for payment processing:

13.2.1. Name and address of Contractor;

13.2.2. Contractor's Texas Identification Number;

13.2.3. Contractor's invoice remittance address;

13.2.4. Itemized and detailed description of services provided; and

13.2.5. Total price for each product and/or service provided.

13.3. Williamson County fiscal year is October 1st – September 30th. Invoices for services rendered and materials installed must be paid in the appropriate fiscal year.

13.4. Contractor agrees to conduct all its services under this Contract by and though appropriate communications with Williamson County's Contracts Administrator or designee. Contractor understands and agrees that services performed, or materials provided without the prior written direction of Williamson County Contracts Administrator is work outside the approved Work Authorization and this Contract, shall be performed exclusively at Contractor's risk and own expense.

13.5. **As-Built Documents:** If applicable to the work order the Contractor shall set aside one set of construction drawings and specifications to be used for keeping a record of all changes made during construction. The Contractor shall be responsible for keeping these drawings and specifications current and neatly noting with colored pencil or ink the actual conditions of the Work and show and reference all changes made during construction. These drawings will be checked at minimum monthly by the Contracts Administrator or designee and partial payments will not be made to the Contractor until the Contracts Administrator or

designee verifies that the records are being properly kept. Such inspections shall not constitute review or approval of the as-built documents for accuracy or completeness. These construction drawings shall be hand delivered or by approved electronic communication method to the Contracts Administrator or designee at the completion of the project. Final payment will not be made until these documents have been received and approved by the Contracts Administrator or designee.

14. **SUBCONTRACTING:**

14.1. Subcontractors providing service(s) under this contract shall meet the same qualifications and service requirements and provide the same quality of services required of the Contractor.

14.2. No subcontractor under this contract shall act as the primary vendor of responsibility for the services.

14.3. The Contractor shall be the only contact for Williamson County Contracts Administrator or designee and subcontractors.

14.4. The Contractor shall manage all quality and performance, project management, and schedules for subcontractors.

14.5. Contractor shall be held solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.

14.6. Williamson County Contracts Administrator or designee retains all rights to check subcontractor's background and make determination to approve or reject the use of submitted subcontractor(s).

14.7. Any negative response may result in disqualification of the subcontractor.

14.8. Williamson County Contracts Administrator or designee retains all rights to request removal of Contractor's subcontractor staff deemed unsatisfactory by Williamson County.

14.9. Subcontracting shall be at the Contractor's expense.

15. CONTRACTOR ACCESS:

15.1. Access routes, entrance gates or doors, parking and storage areas, and other necessary Contactor access, along with any imposed time limitations shall be designated by Williamson County's Contract Administrator. Contractor shall conduct operations in strict observation of the access routes and other areas established. Under no circumstances shall any of Contractor's personnel, vehicles, or equipment enter or move upon any area not authorized by Williamson County Contract Administrator or designee for access by Contractor.

16. EXISTING UTILITIES AND STRUCTURES:

16.1. Contractor shall adequately protect the work, Williamson County property, adjacent property and the public. In the event of damage to facilities as a result of Contractor's operations, Contractor shall take immediate steps to notify Williamson County Contract Administrator or designee and subsequently repair or restore all services to the satisfactory approval of Williamson County's Contract Administrator. Further, Contractor shall engage any additional outside services which may be necessary to facilitate repairs until services are restored. All costs involved in making repairs and restoring disrupted services shall be at the expense of Contractor, and Contractor shall be fully responsible for any and all claims resulting from the damage. Williamson County's Contract Administrator or designee may elect to perform such repairs and deduct the cost of such repairs, replacements, and outside services from amounts due to Contractor. Upon the approval of Williamson County Contract Administrator or designee, Contractor shall have the right to utilize air, water, gas, steam, electricity, and similar items of expense from existing outlets on Williamson County property.

17. TRAVEL TIME:

17.1. Travel time to and from job site is not reimbursable under this Contract. Contractor shall ensure that the authorized Williamson County representative or designee logs the start and completion time on the service tickets for the services rendered. Any work not logged is subject to withholding or delay of acceptance or payment, at the sole discretion of Williamson County Contract Administrator or designee.

18. TRAINING OF WILLIAMSON COUNTY PERSONNEL:

18.1. Contractor shall provide training to Williamson County designated personnel for all mechanical equipment, electrical systems, and parts installed, upon request by the Contract Administrator or designee.

18.2. Contractor shall provide hands on training pertaining to electrical panel and relevant systems to ensure staff are familiar with systems, upon request.

18.3. Contractor shall provide training to Williamson County designated personnel for materials and materials used to ensure understanding of the application process and importance of the requirements.

19. DISPOSAL OF SALVAGEABLE ITEMS:

19.1. Contracts Administrator or designee shall mark and/or otherwise inform the Contractor of any material that will be salvaged by the Williamson County. Disposal may include depositing in a central location for salvage by the Williamson County or delivery to the Williamson County's warehouse located at 301 S.E., Inner Loop, Georgetown, TX 78626 or such other location as determined by the Contract Administrator or designee.

20. TOBACCO USE:

20.1. Tobacco Free - Contractor personnel and subcontractors are prohibited from using tobacco products while performing services under this contract.

20.2. Intoxication and Drug Free - Contractor personnel and subcontractors are prohibited from the use of or possession of any kind of illegal drugs or performing any services under this contract while intoxicated.

20.3. If Contractor personnel or subcontractors are found intoxicated, using or in possession of any kind of illegal drug while on Williamson County premises or performing services under this contract, it may result in contract termination.

21. CONTRACATOR'S RESPONSIBILITIES AND WARRANTIES:

21.1. **WARRANTY ON SAFETY AND HEALTH REQUIREMENTS** - Contractor shall procure, at Contractor's expense, all necessary and required licenses and permits necessary for the performance of this Contract. Contractor represents and warrants that the services provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, the Occupational Safety and Health Administration (OSHA), Uniform Building Code (UBC), Uniform Mechanical Code, Uniform Plumbing Code, National Fire Protection Association (NFPA) and all Texas health and safety standards. All electrical items must also bear the appropriate listings and certification from the Underwriters Laboratories Inc. (UL), Factory Mutual Research Corporation (FMRC) or National Electrical Manufacturers Association (NEMA).

21.1.1. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.

21.1.2. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by Williamson County of the materials or services, they shall be:

21.1.2.1. A quality to pass without objection in the trade under the Contract description;

21.1.2.2. Fit for the intended purposes for which the materials or services are used;
21.1.2.3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
21.1.2.4. Adequately contained, packaged and marked as the Contract may require; and
21.1.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
21.1.2.6. **Fitness** - Contractor warrants that any material or service supplied to Williamson County shall fully conform to all requirements of the contract and all representations of the Contractor and shall be fit for all purposes and uses required by the Contract.

21.1.3. **Inspection/Testing** - The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the materials or services by Williamson County.

21.1.4. **Compliance with Applicable Laws** – The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.

21.2. **PERFORMANCE WARRANTY** - All work performed under this Contract shall be in accordance with applicable terms and conditions of this Contract and of local codes and ordinances and any other authority having lawful jurisdiction. Work performed under this Contract shall meet all applicable requirements of the latest revision of the NFP A codes. Contractor shall guarantee all work included in the Contract against any defects in workmanship and shall satisfactorily correct, at no cost to Williamson County, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon the date of acceptance by Williamson County.

21.3. **MATERIAL WARRANTY** - All material and equipment furnished under this Contract is guaranteed by Contractor to be in compliance with this Contract, fit and sufficient for the purpose intended, new and free from defects. Materials furnished under this Contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED, OR DISCONTINUED MODELS OR MATERIAL ARE NOT ACCEPTABLE. The warranty period for Contractor-provided materials shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is longer. The warranty period shall commence upon date of acceptance by Williamson County. Contractor shall provide Williamson County's Contract Administrator with all manufacturers' warranty documents within five (5) business days of completion of each project.

21.4. **NOTICE OF DEFECTS:**

21.4.1. Contractor shall notify the Contract Administrator prompt notice of any defective work or which the Contractor has actual knowledge. Prompt notice of all defective work of which Contract Administrator has actual knowledge may be given to the Contractor. Payment may be withheld by the Contract Administrator for identified defective work until such time as the Contract Administrator has determined the defective work has been corrected.

21.5. **OPERATIONS AND MAINTENANCE MANUALS:**

21.5.1. Contractor shall provide Operations and Maintenance Manuals for all equipment and parts installed as part of the work under this contract, upon request by the Contract Administrator. Contractor shall compile all specified instructions, maintenance manuals and operations date.

21.6. **FREIGHT AND SHIPPING COSTS:**

Freight and shipping costs are not an allowable expense under this Contract. Expedited shipping charges, with prior approval from the Williamson County Contract Administrator, may be allowed.

Sorted by Building #

#	Facility Name	Address	City	Lease	SqFt
1000	Courthouse	710 S Main St	Georgetown		40,592
1001	Museum	716 Austin Ave	Georgetown	Museum	5,068
1002	Georgetown Health Clinic	102 W 3rd St	Georgetown		7,490
1003	Taylor Health Dept	115 W 6th St	Taylor		6,180
1005	Round Rock Annex Bldg A	211 Commerce Cove	Round Rock		14,572
1006	Round Rock Annex Bldg B	211 Commerce Cove	Round Rock		14,056
1007	STORAGE ONLY- DPS Driver's License	516 Pine St	Georgetown		4,440
1008	Sheriff Administration/Jail	508 S Rock St	Georgetown		364,016
1009	Justice Center	405 MLK	Georgetown		171,408
1010	Liberty Hill (Over the Hill Gang)	3407 RR 1869	Liberty Hill		2,694
1011	Lott Building	107 S Holly	Georgetown		9,034
1012	STORAGE ONLY- Health Dept Education (Cinder Block)	300 S Main St	Georgetown		800
1013	STORAGE ONLY- Health Dept Environmental (House)	303 S Main St	Georgetown		2,024
1015	EMS Medic 42	1427 S Main St	Taylor		1,200
1017	TABC/Game Warden	517 Pine St	Georgetown	Game Warden	634
1018	STORAGE ONLY - Sheriff Trustee Shop	508 Holly Bldg 2	Georgetown		2,128
1019	LEASED - EMS Medic 53/54	305 MLK	Georgetown	Lonestar Alliance	1,800
1020	LEASED - EMS Administration	303 MLK	Georgetown	Lonestar Alliance	1,156
1022	STORAGE ONLY - Historic Jail	312 S Main St	Georgetown		10,000
1023	EMS Medic 21 (Fire Station)	150 Church St	Cedar Park	Lease	1,500
1024	Red House (Life Steps)	311 S Main St	Georgetown	Life Steps	764
1026	Central Maintenance Facility	3151 SE Inner Loop	Georgetown		59,416
1029	Brown Santa	508 Holly Bldg 1	Georgetown	Brown Santa	3,280
1031	Radio Tower - Back Up	151 Carlson Cv	Georgetown		300
1032	Cedar Park Annex	350 Discovery Blvd	Cedar Park		32,078
1033	Taylor Annex	412 Vance St	Taylor		18,092
1034	EMS Medic 41	2604 Northlawn	Taylor		1,792
1037	EMS Medic 23	209 W Willis/200 Bagdad St	Leander	Lease	1,200
1039	Radio Tower - Cedar Park	1900 Cougar Country Drive	Cedar Park		420
1040	Radio Tower - Liberty Hill	5251 County Road 200	Liberty Hill		360
1041	Radio Tower - Thrall	7800 County Road 424	Thrall		400
1042	Granger CTTC Facility	601 N Alligator Road	Granger	CTTC	27,556
1043	Inner Loop Annex	301 SE Inner Loop	Georgetown		67,696
1044	Sheriff's Office Eastside	2501 Mallard Lane	Taylor		1,352
1045	Juvenile Justice Center	200 Wilco Way	Georgetown		118,888
1046	Parking Garage CJC/Jail	305 W 4th Street	Georgetown		172,800
1047	Expo Center	5350 Bill Picket Trail	Taylor		64,817
1048	JP Pct 4	211 W 6th	Taylor		5,097
1050	Sheriff Gun Range	3901 County Rd 130	Hutto		1,792
1051	Tax Office	904 S Main	Georgetown		21,771
1053	EMS Medic 51 (Sam Bass Fire Dept)	16248 Great Oaks Drive	Round Rock	Lease	450
1054	Parking Lot	321 W 8th St	Georgetown	City Lease	
1055	Parking Lot	323 W 8th St	Georgetown	City Lease	
1058	Parking Lot (Belford Square)	308 & 310 W 7th St	Georgetown	City Lease	
1060	Hutto Recycling Center	600 Landfill Road	Hutto		2,400
1062	Hutto Annex	321 Ed Schmidt Blvd, Ste 200	Hutto		#REF!
1063	Facilities Services Center	3101 SE Inner Loop	Georgetown		7,938
1064	Children's Advocacy Center	1811 SE Inner Loop	Georgetown		7,867
1066	Jester Annex	1801 E Old Settlers Rd	Round Rock		26,623
1068	Blackland Heritage County Park	12000 E Hwy 29	Georgetown		3,648
1069	Landfill	600 Landfill Road	Hutto		
1070	LEASED - Hwy 29 House (Boatwright)	9769 State Hwy. 29 W	Georgetown	Boatwright	1,540
1071	Emergency Services Operations Center	911 Tracy Chambers Lane	Georgetown		28,964
1072	Parks Admin	219 Perry Mayfield	Leander		3,128
1073	Williamson County Cities Health District	355 Texas Avenue	Round Rock		25,232
1074	VACANT - Hutto House	175 CR 138	Hutto		2,400
1075	SOTC	8160 Chandler Rd	Hutto		24,058
1076	NCF Building C - Fuel Station	3161 SE Inner Loop	Georgetown		5,500
1077	NCF Building D - Wireless Communication	3171 SE Inner Loop	Georgetown		9,981
1078	NCF Building E - EMS Training	3189 SE Inner Loop	Georgetown		35,546
1079	NCF Building G - Vehicle Impound	3181 SE Inner Loop	Georgetown		5,590

#	Facility Name	Address	City	Lease	SqFt
1080	Georgetown Annex	100 Wilco Way	Georgetown		59,393
1081	Liberty Hill CSCD	3803 FM 1869	Liberty Hill		5,573
1082	Jester Public Safety Blvd	1781 E Old Settlers Rd	Round Rock		8,007
1083	VACANT - Carquest	909 S Austin Ave	Georgetown		12,540
1084	Internal Audit	901 S Austin Ave	Georgetown		2,400
1085	EMS Medic 22	9218 Anderson Mill Rd	Austin		
1086	Commissioner 4	3001 Joe DiMaggio #1300	Round Rock		1,350
1087	River Ranch Park	194 Reveille Way	Liberty Hill		
1088	Berry Springs Park	1801 CR 152	Georgetown		
1089	SW Regional Park	219 Perry Mayfield	Leander		
1090	Bob Phillips Building	401 W 6th St	Georgetown		8,592
1091	Seward Junction	75 Seward Junction	Liberty Hill		
	WC Regional Animal Shelter	1855 SE Inner Loop	Georgetown		33,137
	Radio Tower - Prime	Rabbit Hill	Georgetown	Lease	
1039	Radio Tower - Cedar Park	1900 Cougar Country Drive	Cedar Park	Lease	420
	Radio Tower - Cedar Park South	1302 Fire Ln	Cedar Park	Lease	
	Radio Tower - Florence	1000 FM 970	Florence		
	Radio Tower - Old Florence	2395 FM 2843	Florence	Lease	
1031	Radio Tower - Back Up	151 Carlson Cv	Georgetown		300
	Radio Tower - Granger	5690 CR 327	Granger	Lease	
	Radio Tower - Lime Creek	11689 Lime Creek Rd	Leander	Lease	
1040	Radio Tower - Liberty Hill	5251 County Road 200	Liberty Hill	Lease	360
	Radio Tower - Tower Rd	2141 Tower Rd	Liberty Hill	Lease	
	Radio Tower - High Country	2800 High Country Blvd	Round Rock	Lease	
	Radio Tower - Taylor	108 Old Coupland Rd	Taylor		
1041	Radio Tower - Thrall	7800 County Road 424	Thrall	Lease	400
1085	EMS Medic 22	9218 Anderson Mill Rd	Austin		
1023	EMS Medic 21 (Fire Station)	150 Church St	Cedar Park	Lease	1,500
	EMS Medic 24	1311 Highland Dr	Cedar Park	Lease	
	EMS Medic 26	1501 Cottonwood Creek Trl	Cedar Park	Lease	
	EMS Medic 52	1570 Cypress Creek Rd	Cedar Park	Lease	
	EMS Squad 30	301 S Patterson Ave	Florence	Lease	
	EMS Medic 59	450 FM 1105	Georgetown	Lease	
	EMS Medic 43	405 Exchange Blvd	Hutto	Lease	
	EMS Medic 31	155 CR 313	Jarrell	Lease	
1037	EMS Medic 23	209 W Willis/200 Bagdad St	Leander	Lease	1,200
	EMS Medic 25	301 Loop 332	Liberty Hill	Lease	
1053	EMS Medic 51 (Sam Bass Fire Dept)	16248 Great Oaks Drive	Round Rock	Lease	450
	EMS Medic 12	1612 Red Bud Ln	Round Rock	Lease	
	EMS Medic 13	350 Deepwood Dr	Round Rock	Lease	
	EMS Medic 14	1991 Rawhide Dr	Round Rock	Lease	
1082	EMS Medic 11	1781 E Old Settler's Blvd	Round Rock		
1015	EMS Medic 42	1427 S Main St	Taylor		1,200
1034	EMS Medic 41	2604 Northlawn	Taylor		1,792

Commissioners Court - Regular Session **23.**

Meeting Date: 09/27/2022

Approval of Addendum to Contract Renewal to the Service Agreement for Air Conditioning

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 Addendum to Contract Renewal between Air Conditioning Innovative Solutions, Inc. d/b/a Team Services and Williamson County for HVAC and Plumbing Maintenance Services, in the not-to-exceed-amount of $400,000.00, pursuant to TIPS COOP #210205 and authorizing the execution of the agreement.

Background

This Renewal Agreement shall run from October 1, 2022, through September 30, 2023, with an additional two (2) year
Term and continue until September 30, 2025, unless terminated. Services provided support the plumbing, heating, ventilation and air conditioning of County buildings. Each project will be initiated with a work order and Purchase Order. Local Government Code Sec. 271.012: Cooperative Purchasing Program Participation, provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. Cooperative program solicitations are posted year-round to continually seek the best pricing.Funding Source: 01.0100.0509.004510. Other funding sources may be used depending on the type of work performed. Department point of contacts are Christi Stromberg and Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/22/2022 11:15 AM
County Judge Exec Asst.	Becky Pruitt	09/22/2022 11:24 AM
Form Started By: Kim Chappius		Started On: 09/20/2022 04:36 PM
Final Approval Date: 09/22/2022		

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

COUNTY RENEWAL ADDENDUM FOR HVAC AND PLUMBING MAINTENANCE AND RELATED ITEMS VIA TIPS COOP #210205

(Air Conditioning Innovative Solutions, Inc. d/b/a Team Services)

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

THIS ADDENDUM TO AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Air Conditioning Innovative Solutions, Inc. d/b/a Team Services** (hereinafter "Service Provider"), with mailing address at 1028 N. McDonald, McKinney, TX 75069. Service Provider is engaged as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. Original Professional Services Agreement approved by Williamson County Commissioners Court on June 15, 2021 (agenda #47), including attached exhibits;
B. TIPS Coop #210205;
C. Williamson County Vendor Reimbursement Policy (as amended); and
D. This Williamson County Renewal Addendum.

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

II.

Term: This amendment will renew this Agreement for an additional two (2) year term and continue until September 30, 2025, unless terminated earlier pursuant to Paragraph 11 of the original agreement. After September 30, 2025, this contract may be renewed for additional terms in the form of an addendum mutually agreed to and signed by both parties in writing upon confirming coop pricing and current coop contract number being updated.

III.

Section V of the original Agreement is amended as follows:

Consideration and Compensation: Service Provider will be compensated based on Attachment C – Fee Schedule, which is incorporated herein as if copied in full. **This Agreement is subject to a not-to-exceed amount of four hundred thousand dollars ($400,000.00) for these services during any applicable fiscal year (October 1st through September 30th).** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

In all other respects, the Agreement is reaffirmed.

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

WILLIAMSON COUNTY:	SERVICE PROVIDER:
_____	Jared Garcia _____
Authorized Signature	Authorized Signature
Date: _____, 2022	Date: 9/22/_____, 2022

Commissioners Court - Regular Session **24.**

Meeting Date: 09/27/2022

Expo Improvements P562 Chasco Change Order 5

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 Chasco Constructors, Change Order No. 5 for the Expo Improvements project (P562) for time extension only. This is a no-cost change order for a time extension of 38 days, extending contract to October 31, 2022. Funding Source is P562.

Background

This is a no-cost change order requesting a time extension of 38 days to October 31, 2022, due to material delays. Department point of contact is Sr. Project Manager, Angel Gomez. On July 20th, 2021, the Williamson County Commissioners Court approved Williamson County Sr. Project Manager, Angel Gomez, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County Expo Improvements project, for any increase or decrease in cost of $30,000 or less. 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

Chasco CO5

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/22/2022 10:03 AM
County Judge Exec Asst.	Becky Pruitt	09/22/2022 10:42 AM
Form Started By: Wendy Danzoy		Started On: 09/22/2022 09:15 AM
Final Approval Date: 09/22/2022		

CHASCO CONSTRUCTORS

Distribution to:	
OWNER	X
ARCHITECT	X
CONTRACTOR	X
FIELD	
OTHER	

Change Order

AIA DOCUMENT G701

PROJECT: Wilco Expo GMP 2

CHANGE ORDER NO: 5

DATE: 9/20/2022

CHASCO PROJECT NO: 21165

TO OWNER: Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

CONTRACT DATE: 6/8/2021

CONTRACT FOR: Main Arena and Collapsed Canopy

The Contract is changed as follows:

1)	Due to material delivery delays for CMU at column wraps	0
2)	Contract time is changed to Oct. 31st, 2022	0
	TOTAL:	**0**

Not valid until signed by the Owner, Architect and Contractor.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Guaranteed Maximum Price was	2,009,747
Net change by previously authorized Change Orders	0
The Guaranteed Maximum Price prior to this Change Order was	2,009,747
The Guaranteed Maximum Price will be increased by this Change Order	0
The new Guaranteed Maximum Price including this Change Order will be	2,009,747

The Date of Substantial Completion as of the date of this Change Order is 10/31/2022

Authorized:

ARCHITECT	CONTRACTOR	OWNER
N/A		
Address: Parkhill, Smith & Cooper 255 N. Center St., STE 200 Arlington, TX 76011	Address: Chasco Constructors Po Box 1057 Round Rock, TX 78680	Address: Williamson County 3101 SE Inner Loop Georgetown, TX 78626
By: Charles Shaw	By: Bill Bambrick	By: Angel Gomez
DATE:	DATE: 9-20-22	DATE: 9/22/2022

Commissioners Court - Regular Session **25.**

Meeting Date: 09/27/2022

TTI WA1 SA5 Foam Asphalt Pavement Design

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 5 to Work Authorization No 1 under Williamson County Contract between Texas A&M Transportation Institute (TTI) and Williamson County dated April 26, 2016 for Foam Asphalt Pavement Design. 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

TTI WA1 SA5 Foam Asphalt Pavement Design

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/20/2022 09:04 AM
County Judge Exec Asst.	Becky Pruitt	09/21/2022 09:19 AM
Form Started By: Vicky Edwards		Started On: 09/19/2022 03:31 PM
Final Approval Date: 09/21/2022		

SUPPLEMENTAL WORK AUTHORIZATION NO. 5
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:

Foam Asphalt Pavement Design

This Supplemental Work Authorization No. 4 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Technical Research Agreement, being dated April 26, 2016 ("Agreement") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Texas A&M Transportation Institute (the "TTI").

WHEREAS, the County and the TTI executed Work Authorization No. 1 dated effective May 18, 2016 (the "WA #1");

WHEREAS, pursuant to the Agreement, 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 WA #1 in order to extend the termination date.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the TTI agree that WA #1 shall be amended, changed and modified as follows:

I. The above referenced WA #1 termination date shall be modified and extended to **September 30, 2024**. The Services to be provided by the TTI shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. TTI 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 TTI 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 TTI.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of WA #1 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 Agreement.

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

TEXAS A&M TRANSPORTATION INSTITUTE:	**WILLIAMSON COUNTY:**
By: Digitally signed by Lesli Kerth Date: 2022.09.19 13:21:06 -05'00'	By:
Signature	Signature
Lesli Kerth	Bill Gravell, Jr.
Printed Name	Printed Name
Associate Director	County Judge
Title TA	Title
9/19/2022	
Date	Date

Attachment C - Work Schedule

TTI shall provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **26.**

Meeting Date: 09/27/2022

Preliminary plat for the Reserve at Balcones private subdivision – Pct 2

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Reserve at Balcones private subdivision – Precinct 2.

Background

This proposed private subdivision consists of 101 lots and 13,658 linear feet of new private roads on 244.89 acres.

Timeline

2022-04-11 – initial submittal of the preliminary plat
2022-05-11 – 1st review complete with comments
2022-06-02 – 2nd submittal of preliminary plat
2022-06-16 – 2nd review complete with comments
2022-07-08 – 3rd submittal of preliminary plat
2022-07-22 – 3rd review complete with comments
2022-07-26 – 4th submittal of preliminary plat
2022-08-10 – 4th review complete with comments
2022-08-15 – 5th submittal of preliminary plat
2022-08-29 – 5th review complete with comments
2022-08-30 – 6th submittal of preliminary plat
2022-09-13 – 6th review complete with minor comments
2022-09-20 – 7th submittal of preliminary plat
2022-09-21 – 7th review complete with comments cleared
2022-09-22 – preliminary plat placed on the September 27, 2022 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

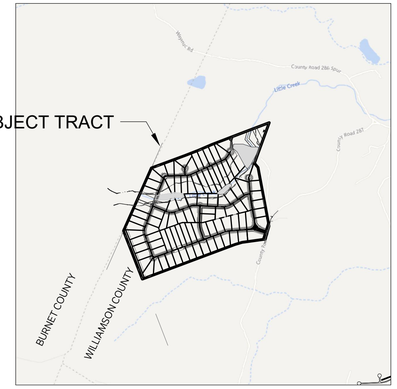
Attachments

preliminary plat - Reserve at Balcones

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2022 11:46 AM
Form Started By: Adam Boatright		Started On: 09/22/2022 11:38 AM
Final Approval Date: 09/22/2022		





VICINITY MAP

SCALE 1" = 2000'

Curve Table: Alignments						
Curve	Radius (ft)	Length (ft)	Delta	Chord Bearing	Chord Length (ft)	Alignmnet Name
C1	470	122.56	14.94	S77° 39' 26"W	122.21	ROMANS ROAD - 1
C2	300	213.50	40.78	N00° 34' 29"E	209.02	ROMANS ROAD - 2
C3	300	115.00	21.96	N77° 02' 23"E	114.29	ROMANS ROAD - 2
C4	300	175.12	33.45	N49° 20' 09"E	172.64	ROMANS ROAD - 2
C5	470	71.02	8.66	N08° 56' 15"W	70.95	CANA DRIVE - 1
C6	301	150.52	28.63	N69° 45' 47"E	148.95	ANTIOCH BLVD.
C7	300	193.68	36.99	N74° 06' 30"E	190.34	ANTIOCH BLVD.
C8	300	120.27	22.97	N81° 07' 07"E	119.47	ANTIOCH BLVD.
C9	300	216.40	41.33	S89° 42' 08"E	211.74	ANTIOCH BLVD.
C10	600	234.75	22.42	N08° 36' 17"W	233.25	BETHEL HILL DRIVE

Line Table: Alignments				Line Table: Alignments			
Line	Length (ft)	Bearing	Alignmnet Name	Line	Length (ft)	Bearing	Alignmnet Name
L1	252.34	N71° 43' 28"W	ROMANS ROAD - 1	L13	452.24	N04° 36' 31"W	CANA DRIVE - 2
L2	664.34	S85° 07' 39"W	ROMANS ROAD - 1	L14	50.00	N85° 23' 29"E	ANTIOCH BLVD.
L3	558.76	S70° 11' 13"W	ROMANS ROAD - 1	L15	446.93	N55° 36' 47"E	ANTIOCH BLVD.
L4	1500.00	S70° 11' 13"W	ROMANS ROAD - 2	L16	591.58	S87° 23' 47"E	ANTIOCH BLVD.
L5	689.27	N19° 48' 47"W	ROMANS ROAD - 2	L17	461.39	N69° 38' 00"E	ANTIOCH BLVD.
L6	622.44	N20° 57' 45"E	ROMANS ROAD - 2	L18	434.83	S69° 02' 15"E	ANTIOCH BLVD.
L7	579.35	N88° 01' 16"E	ROMANS ROAD - 2	L19	261.08	N19° 48' 47"W	BETHEL HILL DRIVE
L8	966.95	N66° 03' 30"E	ROMANS ROAD - 2	L20	470.08	N02° 36' 13"E	BETHEL HILL DRIVE
L9	184.70	N32° 36' 47"E	ROMANS ROAD - 2	L21	251.50	N01° 57' 04"W	CHERITH BROOK DRIVE
L10	252.52	N71° 43' 17"W	CANA DRIVE - 1				
L11	670.71	N10° 13' 44"W	CANA DRIVE - 1				
L12	160.44	N04° 36' 31"W	CANA DRIVE - 1				

NOTES:

1. DRAINAGE MAINTENANCE
 1.1. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE PUBLIC ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
2. UTILITY SERVICE PROVIDERS
 2.1. WATER SERVICE IS PROVIDED BY ON-SITE PRIVATE WELL WASTEWATER SERVICE IS PROVIDED BY ON-SITE SEWAGE FACILITY
3. IMPROVEMENTS WITHIN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS
 3.1. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
4. RURAL MAILBOXES
 4.1. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
5. IMPERVIOUS COVER
 5.1. 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.
6. MINIMUM FINISHED FLOOR ELEVATION
 6.1. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
7. HOMEOWNERS ASSOCIATION
 7.1. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
 7.2. NO CONSTRUCTION, HARDSCAPING, PLANTING OR GRADING SHALL BE PERMITED TO INTERFERE WITH SIGHT EASEMNET BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREET.
8. PRIVATE SUBDIVISIONS
 8.1. EVERY DEED WITHIN THIS SUBDIVISION SHALL CONTAIN NOTICE THAT ALL ROADS WITHIN THIS SUBDIVISION ARE PRIVATE. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS UNLESS THEY MEET THE COUNTY STANDARDS IN EFFECT ON THE DATE OF ACCEPTANCE. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROAD WITHIN WILLIAMSON COUNTY, TEXAS - SUBDIVISION REGULATIONS PAGE 59 THIS SUBDIVISION. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE, AND MEMBERSHIP IN THIS ASSOCIATION SHALL BE MANDATORY FOR ALL LOT OWNERS
9. NATURAL DRAINAGE PATTERNSSHEET FLOW SUBDIVISIONS
 9.1. THIS SUBDIVISION IS DESIGNED TO ALLOW NATURAL DRAINAGE PATTERNS TO SHEET FLOW ACROSS PROPERTIES AND ROADWAYS. PROPERTY GRADING SHALL DIRECT WATER AWAY FROM THE STRUCTURAL FOUNDATION, INCLUDING STORMWATER THAT ORIGINATES ACROSS ROADWAYS. IT IS THE PROPERTY OWNERS RESPONSIBILITY TO ENSURE THAT TOP OF GRASS OR OTHER LANDSCAPING ALONG RIBBON CURB, ON THE DOWNSLOPE SIDE OF THE ROADWAY, DOES NOT OBSTRUCT OR REDIRECT FLOW WITHIN THE RIGHT-OF-WAY. THIS REQUIREMENT APPLIES TO LOTS 1 TO 100.
10. DRIVEWAY
 10.1. 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.
 10.2. DRIVEWAYS CANNOT CONNECT TO ROUNDABOUTS DIRECTLY OR WITHIN 30' OF A MEDIAN.
 10.3. LOT 1 MUST CONNECT TO ROMANS ROAD AFTER THE WEST LEG OF THE ROUNDABOUT FOR ACCESS
 10.4. LOT 25 MUST CONNECT TO CANA DRIVE AFTER THE NORTH LEG OF THE ROUNDABOUT FOR ACCESS
11. FLOOD HAZARD AREA
 11.1. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0225F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
 11.2. 100-YR ATLAS 14 FLOODPLAIN STUDY WAS PERFORMED BY GESSNER ENGINEERING IN 2022 BY USING RAINFALL DATA FROM WILLIAMSON COUNTY SUBDIVISION MANUAL FOR THE SAN GABRIEL RIVER ZONE
12. CERTIFICATE OF COMPLIANCE
 12.1. 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.
13. STORMWATER MANAGEMENT
 13.1. 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.
14. SIDEWALKS
 14.1. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
 14.2. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD NAD NOT TO CR 287, THE ADJACENT COUNTY ROAD.
15. OSSF NOTES
 15.1. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY PRIVATE WELLS ON SITE
 15.2. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON SITE SEWAGE FACILITIES
16. RESUBDIVIDE
 16.1. LOTS 1-100 MAY NOT BE FURTHER SUBDIVDED
17. ROAD WIDENING EASEMENT
 17.1. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD.
 17.2. ADDITIONAL RIGHT-OF-WAY IS DEDICATED WITH A ROADWAY EASEMENT ADJACENT TO CR287 AND FUTURE ARTERIAL ROADS.
 17.3. COMMON AREA 300 IS DEDICATED TO THE COUNTY FOR FUTURE ARTERIAL ROADS

"I, [illegible], DO HEREBY CERTIFY, TO THE BEST KNOWLEDGE OF THE UNDERSIGNED ENGINEER, 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."

_____ _____
J. TERRON EVERTSON, PE, DR, CFM DATE
COUNTY ENGINEER

ROAD NAME:	FUNCTIONAL CLASSIFCATION	ROAD DESIGNATION:	ROAD TYPE	DESIGN SPEED (MPH)	LEGNTH (FT)	PAVEMENT WIDTH:	ACCESS, DRAINAGE, AND UTILITY EASEMENT WIDTH:	R.OW. WIDTH:
ROMANS ROAD (I)	MINOR COLLECTOR	PRIVATE	RURAL	35	1675	30'	90'	0'
ROMANS ROAD (II)	LOCAL	PRIVATE	RURAL	25	6167	23'	83'	0'
BETHEL HILL DRIVE	LOCAL	PRIVATE	RURAL	25	935	23'	83'	0'
ANTIOCH BLVD.	LOCAL	PRIVATE	RURAL	25	2886	23'	83'	0'
CHERITH BROOK DRIVE	LOCAL	PRIVATE	RURAL	25	251	23'	83'	0'
CANA DRIVE (I)	MINOR COLLECTOR	PRIVATE	RURAL	35	1260	30'	90'	0'
CANA DRIVE (II)	LOCAL	PRIVATE	RURAL	25	484	23'	83'	0'

PRELIMINARY PLAT
THE RESERVE AT THE BALCONES
1580 CR 287, LIBERTY HILL, TX 78642
248.887 ACRES BEING THE REMAINDER OF A CALLED +/- 305 ACRE PARCEL OF LAND RECORDED IN VOLUME 2317, PAGE 122, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
JACOB SPEARS SURVEY, ABSTRACT NO. 569 WILLIAMSON COUNTY, TEXAS

OWNER

RESERVE AT BALCONES LAND HOLDINGS LLC,
2349 MILLBROOK LOOP LEANDER TX 78641
PHONE: 512-788-8781
EMAIL: VINOD.DOSAPATI@GMAIL.COM

GESSNER ENGINEERING
CIVIL | CMT | GEOTECHNICAL
STRUCTURAL | SURVEY
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www.gessnerengineering.com
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BRYAN 979.680.8840
FORT WORTH 817.405.0774
GEORGETOWN 512.930.5832
SAN ANTONIO 210.305.4792
TBPELS FIRM REGISTRATION NUMBERS: F-7451 & F-101914599

PRELIMINARY PLAT

ISSUE DATE:	09-20-2022
DRAWN BY:	NF/SH
CHECKED BY:	SH
PROJECT #:	21-0157

N

0 250 500 750

SCALE: 1"= 250'

Line Table		
Line #	Length	Direction
L512	184.244	S88° 01' 15.75"W
L513	150.163	N70° 11' 13.05"E
L514	150.163	N70° 11' 13.05"E
L515	159.062	N70° 11' 13.05"E
L516	159.062	N70° 11' 13.05"E
L517	132.354	N70° 11' 13.05"E
L518	72.078	N70° 11' 13.05"E
L519	74.837	N70° 11' 13.05"E
L520	128.479	N70° 11' 13.05"E
L521	128.479	N70° 11' 13.05"E
L522	146.915	N70° 11' 13.05"E
L523	146.915	N70° 11' 13.05"E
L524	110.048	N70° 11' 13.05"E
L525	90.988	N70° 11' 13.05"E
L526	199.106	N70° 11' 13.05"E
L527	134.160	N70° 11' 13.05"E
L528	157.433	S19° 48' 46.95"E
L529	157.433	S19° 48' 46.95"E
L530	154.890	S19° 48' 46.95"E
L531	56.650	S19° 48' 46.95"E
L532	154.899	S19° 48' 46.95"E

Line Table		
Line #	Length	Direction
L533	40.603	S19° 48' 46.95"E
L534	40.603	S19° 48' 46.95"E
L535	114.662	S20° 57' 44.94"W
L536	72.843	S20° 57' 44.94"W
L537	172.038	S20° 57' 44.94"W
L538	19.171	S20° 57' 44.94"W
L539	205.033	S20° 57' 44.94"W
L540	35.000	S20° 57' 44.94"W
L541	189.669	S20° 57' 44.94"W
L542	30.441	S20° 57' 44.94"W
L543	101.411	S20° 57' 44.94"W
L544	134.910	S20° 57' 44.94"W
L545	231.999	S20° 57' 44.94"W
L546	140.607	S20° 57' 44.94"W
L547	71.451	S20° 57' 44.94"W
L548	108.457	S88° 01' 15.75"W
L549	165.836	S88° 01' 15.75"W
L550	120.812	S88° 01' 15.75"W
L551	54.914	S88° 01' 15.75"W
L552	1.456	S88° 01' 15.75"W
L553	151.017	S66° 03' 30.49"W

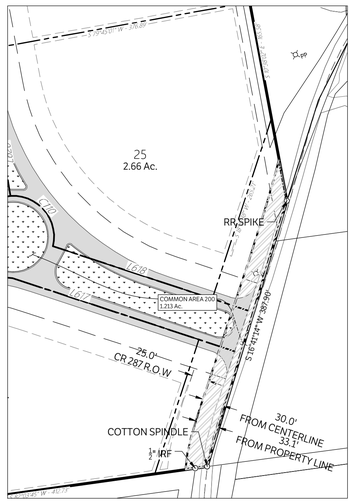
Line Table		
Line #	Length	Direction
L554	82.682	S66° 03' 30.49"W
L555	83.246	S66° 03' 30.49"W
L556	89.855	S66° 03' 30.49"W
L557	75.850	S66° 03' 30.49"W
L558	95.983	S66° 03' 30.49"W
L559	45.951	S66° 03' 30.49"W
L560	127.454	S66° 03' 30.49"W
L561	14.055	S66° 03' 30.49"W
L562	140.133	S66° 03' 30.49"W
L563	20.000	S66° 03' 30.49"W
L564	40.726	S66° 03' 30.49"W
L565	106.576	S32° 36' 47.21"W
L566	47.770	S32° 36' 47.21"W
L567	30.353	N32° 36' 47.21"E
L568	90.597	N34° 45' 51.20"E
L574	71.967	S04° 36' 30.85"E
L575	249.581	S04° 36' 30.85"E
L576	94.328	S04° 36' 30.85"E
L577	43.556	S85° 23' 29.15"W
L578	135.727	S55° 36' 47.35"W
L579	46.812	S55° 36' 47.35"W

Line Table		
Line #	Length	Direction
L580	188.481	S55° 36' 47.35"W
L581	59.368	S55° 36' 47.35"W
L582	17.571	S55° 36' 47.35"W
L583	166.825	N87° 23' 46.73"W
L584	56.873	N87° 23' 46.73"W
L585	227.806	N87° 23' 46.73"W
L586	140.077	N87° 23' 46.73"W
L587	67.301	N87° 23' 46.73"W
L588	89.106	N87° 23' 46.73"W
L589	60.703	N87° 23' 46.73"W
L590	30.899	S69° 38' 00.04"W
L591	14.037	S69° 38' 00.04"W
L592	193.246	S69° 38' 00.04"W
L593	93.814	S69° 38' 00.04"W
L594	129.392	S69° 38' 00.04"W
L595	46.149	N69° 02' 15.06"W
L596	21.759	N69° 02' 15.06"W
L597	366.922	N69° 02' 15.06"W
L598	261.081	N19° 48' 46.95"W
L599	249.474	S02° 36' 13.27"W
L600	220.601	S02° 36' 13.27"W

Line Table		
Line #	Length	Direction
L602	200.000	S01° 58' 44.25"E
L604	62.276	N70° 11' 13.05"E
L605	151.818	N70° 11' 13.05"E
L606	149.859	N70° 11' 13.05"E
L607	149.859	N70° 11' 13.05"E
L608	141.013	N70° 11' 13.05"E
L609	141.013	N70° 11' 13.05"E
L611	75.880	N85° 07' 39.01"E
L612	154.891	N85° 07' 39.01"E
L613	197.608	N85° 07' 39.01"E
L614	194.334	N85° 07' 39.01"E
L615	194.334	N85° 07' 39.01"E
L617	274.020	S71° 44' 34.90"E
L618	234.314	S71° 44' 47.44"E
L620	207.211	S10° 14' 59.27"E
L621	242.940	S10° 14' 59.27"E
L622	217.445	S10° 14' 59.27"E
L623	160.437	S04° 36' 30.85"E

Curve Table			
Curve #	Length	Radius	Delta
C101	102.609	470.000	012.5087
C102	52.484	57.500	052.2975
C103	108.615	300.000	020.7439
C104	96.839	300.000	018.4949
C105	96.839	300.000	018.4949
C106	100.554	300.000	019.2045
C107	14.441	300.000	002.7581
C108	91.802	300.000	017.5329
C109	83.318	300.000	015.9125
C110	106.657	57.500	106.2785
C114	129.459	300.000	024.7249
C115	26.460	300.000	005.0534
C116	179.872	300.000	034.3531
C117	120.272	300.000	022.9703
C118	17.319	300.000	003.3077
C119	141.935	300.000	027.1076
C120	57.145	300.000	010.9139
C121	234.747	600.000	022.4167





ENTRANCE EXHIBIT
SCALE: 1" = 100"

1. COUNTY ROAD 287 HAS NO RECORDED R.O.W ALONG THE PROPERTY ACCORDING TO THE DEED (OSTENSIBLE PRESCRIBED EASEMENT).
2. VARYING WIDTH OF R.O.W. IS DEDICATED TO CR 287 TO ENSURE AT LEAST 30' OF R.O.W AWAY FROM THE CENTERLINE IS DEDICATED.

LEGEND

- 100 YEAR CALCULATED WSEL
- EXISTING PAVEMENT EDGE
- PROPERTY LINE
- PROPOSED RIGHT DITCH
- PROPOSED LEFT DITCH
- DRAINAGE EASEMENT
- ACCESS EASEMENT
- UTILITY EASEMENT
- 340 EXISTING CONTOURS
- (340) PROPOSED CONTOURS

"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."

_____ _____
J. TERRON EVERTSON, PE, DR, CFM — DATE
COUNTY ENGINEER

PRELIMINARY PLAT
THE RESERVE AT THE BALCONES
1580 CR 287, LIBERTY HILL, TX 78642

248.887 ACRES BEING THE REMAINDER OF
A CALLED +/- 305 ACRE PARCEL OF LAND
RECORDED IN VOLUME 2317, PAGE 122, OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS
JACOB SPEARS SURVEY, ABSTRACT NO. 569
WILLIAMSON COUNTY, TEXAS

OWNER

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PHONE: 512-788-8781
EMAIL: VINOD.DOSAPATI@GMAIL.COM

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TBPELS FIRM REGISTRATION NUMBERS:
F-7451 & F-101914599

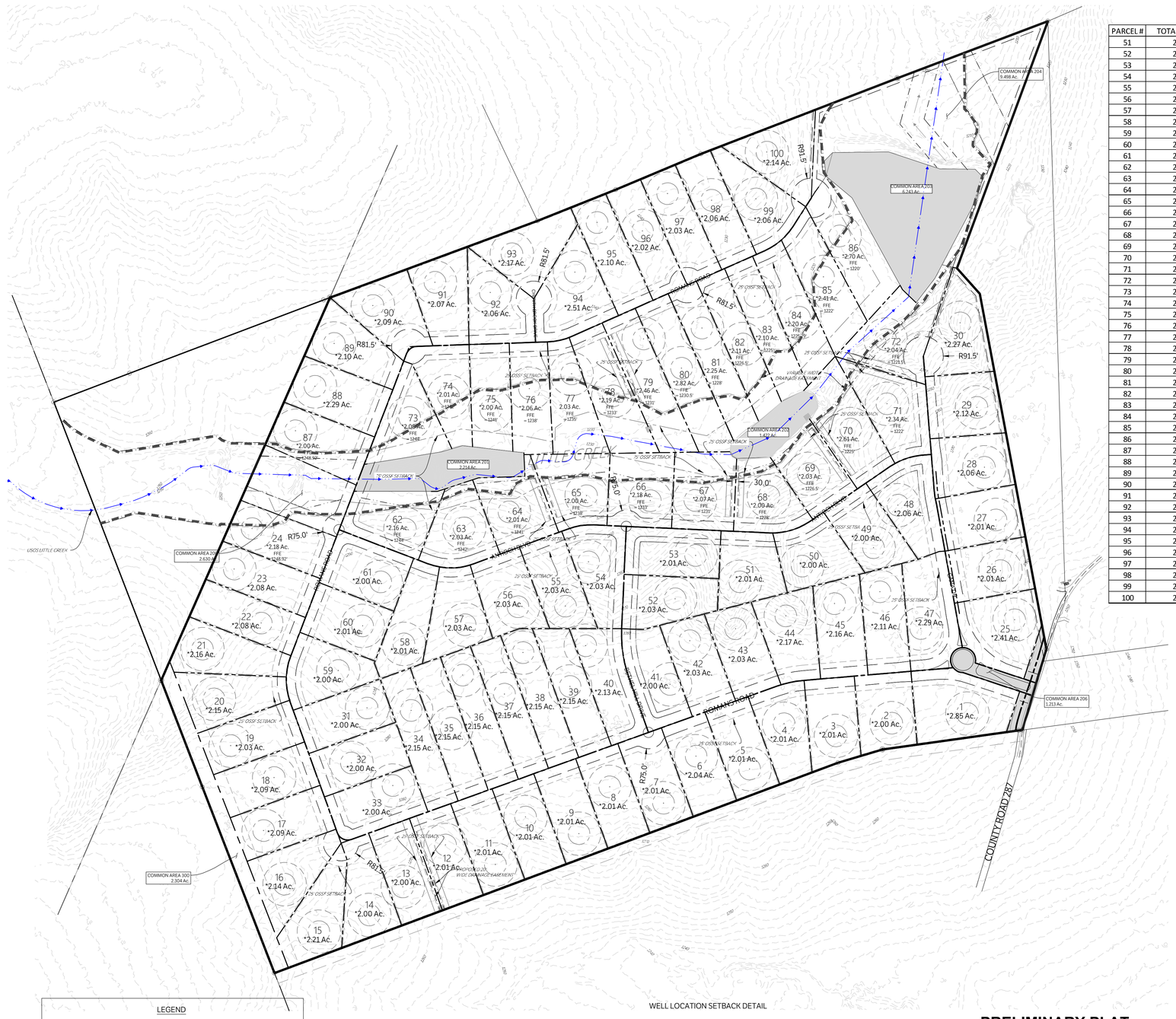
PRELIMINARY PLAT BEARINGS	
ISSUE DATE:	09-20-2022
DRAWN BY:	NF/SH
CHECKED BY:	SH
PROJECT #:	21-0157

N

0 250 500 750

SCALE: 1"= 250'

PARCEL #	TOTAL ACRES	TOTAL PAVEMENT	TOTAL BEDS AND BANKS	TOTAL NET AREA
1	3.01	0.16	-	2.85
2	2.09	0.09	-	2.00
3	2.09	0.08	-	2.01
4	2.10	0.09	-	2.01
5	2.08	0.07	-	2.01
6	2.11	0.07	-	2.04
7	2.12	0.11	-	2.01
8	2.07	0.06	-	2.01
9	2.07	0.06	-	2.01
10	2.07	0.06	-	2.01
11	2.06	0.05	-	2.01
12	2.06	0.05	-	2.01
13	2.05	0.05	-	2.00
14	2.07	0.07	-	2.00
15	2.24	0.03	-	2.21
16	2.21	0.07	-	2.14
17	2.15	0.06	-	2.09
18	2.15	0.06	-	2.09
19	2.09	0.06	-	2.03
20	2.18	0.03	-	2.15
21	2.21	0.05	-	2.16
22	2.13	0.05	-	2.08
23	2.13	0.05	-	2.08
24	2.24	0.06	-	2.18
25	2.66	0.25	-	2.41
26	2.10	0.09	-	2.01
27	2.10	0.09	-	2.01
28	2.15	0.09	-	2.06
29	2.19	0.07	-	2.12
30	2.40	0.13	-	2.27
31	2.06	0.06	-	2.00
32	2.06	0.06	-	2.00
33	2.20	0.20	-	2.00
34	2.19	0.04	-	2.15
35	2.19	0.04	-	2.15
36	2.19	0.04	-	2.15
37	2.19	0.04	-	2.15
38	2.19	0.04	-	2.15
39	2.19	0.04	-	2.15
40	2.33	0.20	-	2.13
41	2.22	0.22	-	2.00
42	2.10	0.07	-	2.03
43	2.11	0.08	-	2.03
44	2.23	0.06	-	2.17
45	2.23	0.07	-	2.16
46	2.18	0.07	-	2.11
47	2.60	0.31	-	2.29
48	2.30	0.24	-	2.06
49	2.06	0.06	-	2.00
50	2.07	0.07	-	2.00

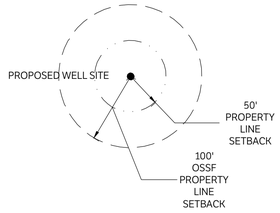


PARCEL #	TOTAL ACRES	TOTAL PAVEMENT	TOTAL BEDS AND BANKS	TOTAL NET AREA
51	2.07	0.06	-	2.01
52	2.09	0.06	-	2.03
53	2.20	0.19	-	2.01
54	2.24	0.21	-	2.03
55	2.09	0.06	-	2.03
56	2.10	0.07	-	2.03
57	2.07	0.04	-	2.03
58	2.04	0.03	-	2.01
59	2.10	0.10	-	2.00
60	2.07	0.06	-	2.01
61	2.19	0.19	-	2.00
62	2.35	0.18	0.01	2.16
63	2.18	0.10	0.05	2.03
64	2.23	0.15	0.07	2.01
65	2.30	0.06	0.24	2.00
66	2.32	0.14	0.00	2.18
67	2.32	0.07	0.18	2.07
68	2.10	0.08	0.02	2.00
69	2.09	0.06	-	2.03
70	2.66	0.05	0.61	2.00
71	2.53	0.13	0.06	2.34
72	2.93	0.17	0.72	2.04
73	2.21	0.13	-	2.08
74	2.14	0.13	-	2.01
75	2.05	0.05	-	2.00
76	2.11	0.05	-	2.06
77	2.20	0.03	0.14	2.03
78	2.63	0.05	0.15	2.43
79	2.62	0.04	0.10	2.48
80	2.86	0.04	-	2.82
81	2.36	0.11	-	2.25
82	2.15	0.04	-	2.11
83	2.13	0.03	-	2.10
84	2.25	0.04	0.01	2.20
85	2.51	0.05	0.05	2.41
86	2.83	0.12	0.01	2.70
87	2.33	0.06	0.27	2.00
88	2.35	0.06	-	2.29
89	2.14	0.04	-	2.10
90	2.25	0.16	-	2.09
91	2.11	0.04	-	2.07
92	2.25	0.19	-	2.06
93	2.22	0.05	-	2.17
94	2.73	0.22	-	2.51
95	2.14	0.04	-	2.10
96	2.10	0.00	-	2.10
97	2.11	0.08	-	2.03
98	2.10	0.04	-	2.06
99	2.16	0.10	-	2.06
100	2.24	0.10	-	2.14

LEGEND

- PROPOSED ASPHALT PAVEMENT
- 100 YEAR CALCULATED WSEL
- EXISTING PAVEMENT EDGE
- PROPERTY LINE
- PROPOSED RIGHT DITCH
- PROPOSED LEFT DITCH
- DRAINAGE EASEMENT
- ACCESS EASEMENT
- UTILITY EASEMENT
- 340 EXISTING CONTOURS
- 340 PROPOSED CONTOURS

WELL LOCATION SETBACK DETAIL



NOTE: THE LOCATIONS SHOWN HEREON ARE FOR CONCEPTUAL PURPOSED ONLY. ALL WELL LOCATIONS MUST BE APPROVED BY THE PROPER AUTHORITY PRIOR TO BEING CONSTRUCTED

PRELIMINARY PLAT
THE RESERVE AT THE BALCONES
1580 CR 287, LIBERTY HILL, TX 78642

248.887 ACRES BEING THE REMAINDER OF A CALLED +/- 305 ACRE PARCEL OF LAND RECORDED IN VOLUME 2317, PAGE 122, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
JACOB SPEARS SURVEY, ABSTRACT NO. 569 WILLIAMSON COUNTY, TEXAS

OWNER

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EMAIL: VINOD.DOSAPATI@GMAIL.COM

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GEORGETOWN	512.930.5832
SAN ANTONIO	210.305.4792

TBPELS FIRM REGISTRATION NUMBERS:
F-7451 & F-101914599

PRELIMINARY PLAT OSSF SETBACKS

ISSUE DATE:	09-20-2022
DRAWN BY:	NF/SH
CHECKED BY:	SH
PROJECT #:	21-0157

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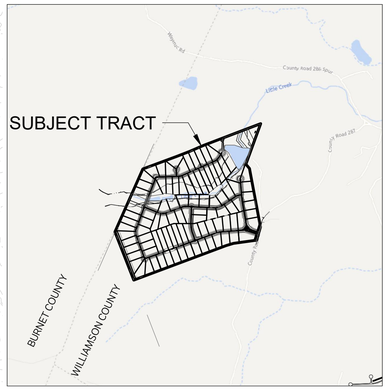
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SCALE: 1"= 250'

LEGEND

- 100 YEAR CALCULATED WSEL
- EXISTING PAVEMENT EDGE
- PROPERTY LINE
- PROPOSED RIGHT DITCH
- PROPOSED LEFT DITCH
- DRAINAGE EASEMENT
- ACCESS EASEMENT
- UTILITY EASEMENT
- 340 EXISTING CONTOURS
- 340 PROPOSED CONTOURS





VICINITY MAP

SCALE 1" = 2000'

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J. TERRON EVERTSON, PE, DR, CFM — DATE

COUNTY ENGINEER

PRELIMINARY PLAT

THE RESERVE AT THE BALCONES

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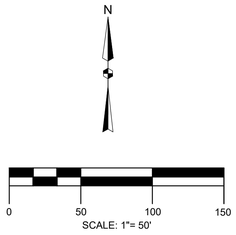
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www.gessnerengineering.com

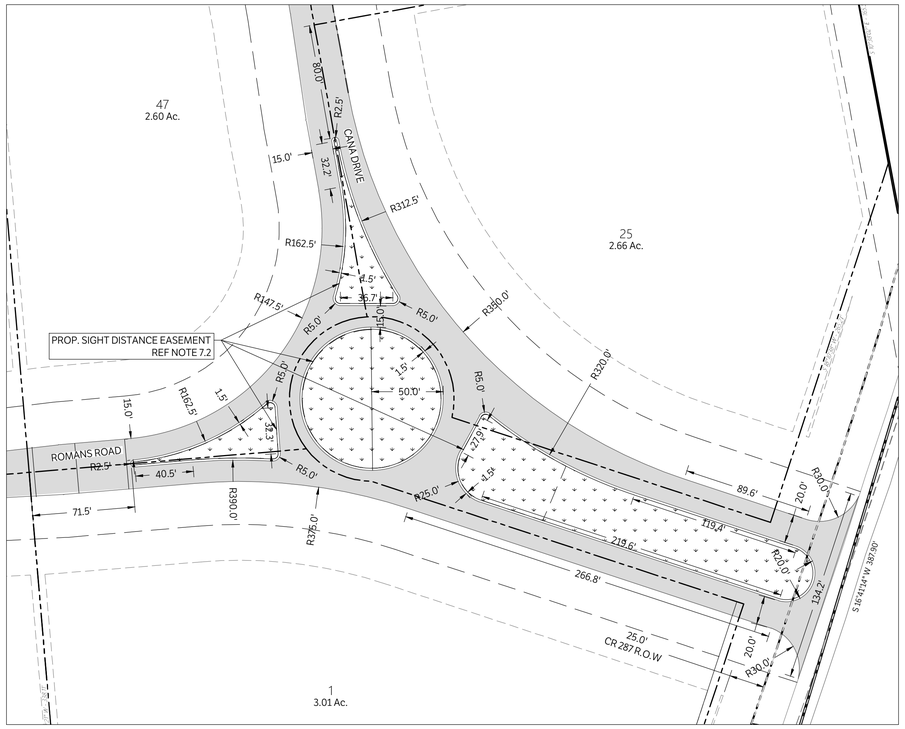
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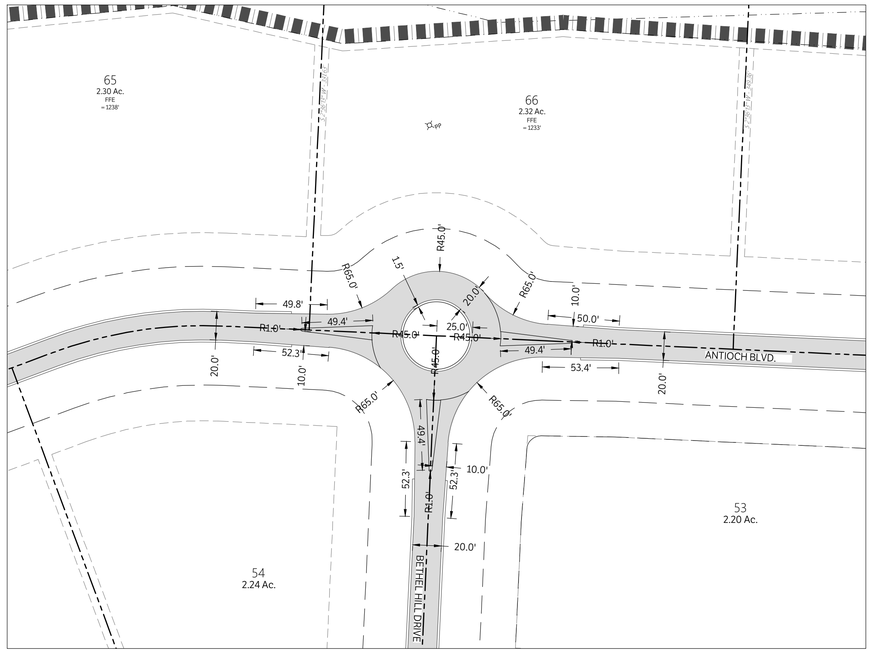
TBPELS FIRM REGISTRATION NUMBERS:
F-7451 & F-101914599

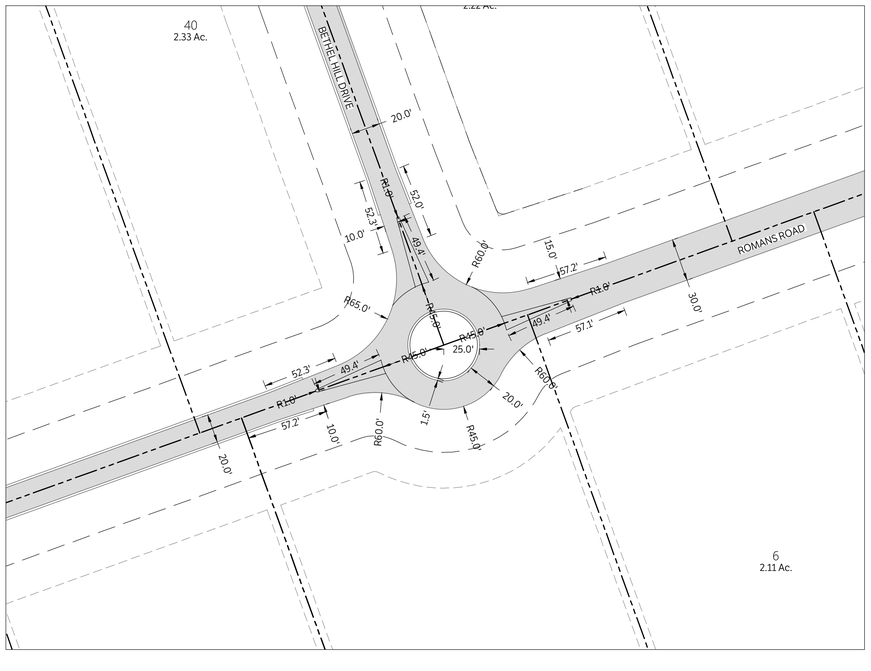
PRELIMINARY PLAT
EXISTING GRADING

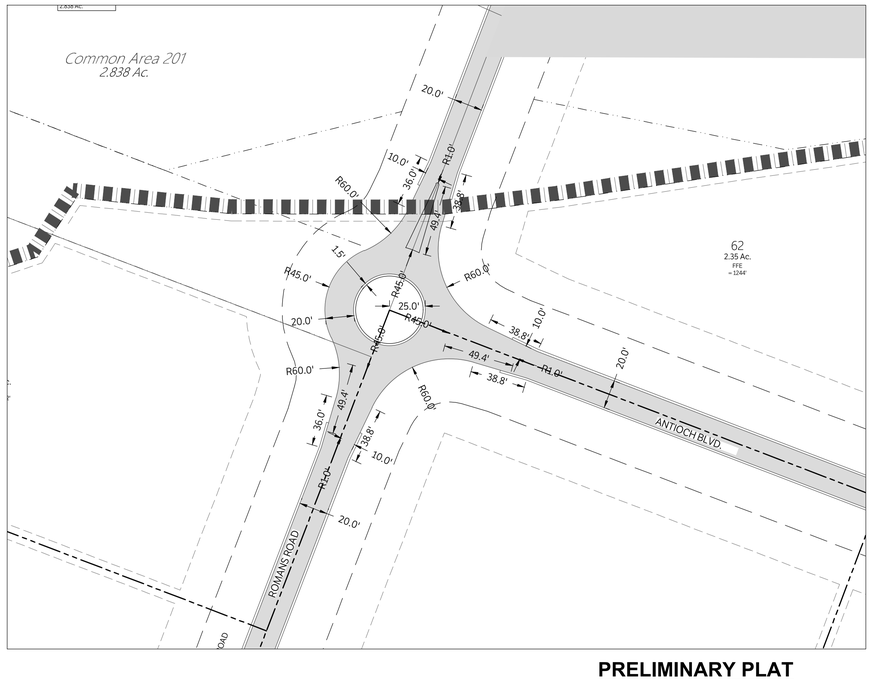
ISSUE DATE:	09-20-2022
DRAWN BY:	NF/SH
CHECKED BY:	SH
PROJECT #:	21-0157











LEGEND

- 100 YEAR CALCULATED WSEL
- EXISTING PAVEMENT EDGE
- PROPERTY LINE
- PROPOSED RIGHT DITCH
- PROPOSED LEFT DITCH
- DRAINAGE EASEMENT
- ACCESS EASEMENT
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COUNTY ENGINEER

DATE

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TBPELS FIRM REGISTRATION NUMBERS:
F-7451 & F-101914599

PRELIMINARY PLAT ROUNDABOUT

ISSUE DATE:	09-20-2022
DRAWN BY:	NF/SH
CHECKED BY:	SH
PROJECT #:	21-0157

Commissioners Court - Regular Session **27.**

Meeting Date: 09/27/2022

Final plat for the Serenity Springs Phase 1 private subdivision – Pct 2

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Serenity Springs Phase 1 private subdivision – Precinct 2.

Background

This is the first and only phase of the Serenity Springs development within Williamson County. This private subdivision consists of 27 lots and 4,889 linear feet of new private roads. A portion of Lots 2, 3, 15-17 & 76, Block A, are located within Burnet County. This final plat has already been approved by Burnet County. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $1,138,351.00 has been posted with the County to cover the cost of the remaining construction.

Timeline

2022-07-20 – initial submittal of the final plat
2022-08-19 – 1st review complete with comments
2022-08-26 – 2nd submittal of final plat
2022-09-09 – 2nd review complete with comments
2022-09-09 – 3rd submittal of final plat
2022-09-09 – 3rd review complete with comments
2022-09-20 – 4th submittal of final plat
2022-09-21 – 4th review complete with comments clear
2022-09-22 – final plat placed on the September 27, 2022 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Serenity Springs Ph 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2022 11:56 AM
Form Started By: Adam Boatright		Started On: 09/22/2022 11:42 AM
Final Approval Date: 09/22/2022		

FINAL PLAT

SERENITY SPRINGS – PHASE I

(A PRIVATE SUBDIVISION)

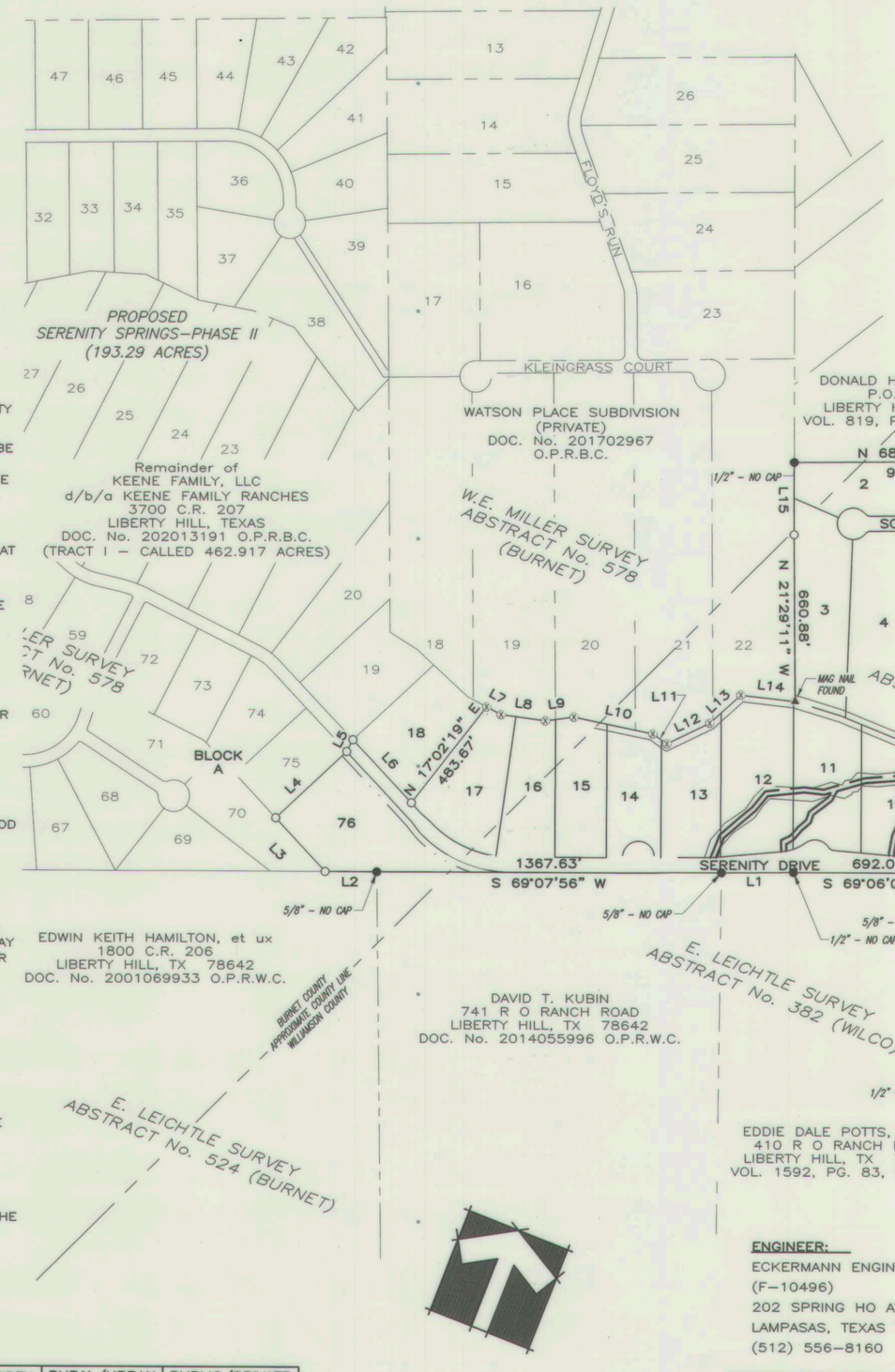
92.96 ACRES OUT OF THE W.E. MILLER SURVEY, ABSTRACT NO. 578, BURNET COUNTY, TEXAS, THE W.E. MILLER SURVEY, ABSTRACT NO. 413 & THE E. LEICHTLE SURVEY, ABSTRACT NO. 382, WILLIAMSON COUNTY, TEXAS

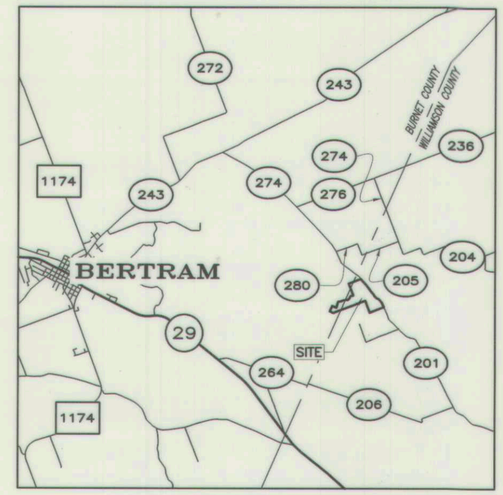
SUBMITTED: MAY 19, 2021

PLAT NOTES

1. TOTAL ACREAGE: 92.96 ACRES
2. NO. OF LOTS: 26; USE: RESIDENTIAL
3. OWNER/DEVELOPER: KEENE FAMILY, LLC d/b/a KEENE FAMILY RANCHES, BRADY KEENE, 3700 C.R. 207, LIBERTY HILL, TEXAS 78642, 512–966–5905
4. ELECTRICAL SERVICE PROVIDED BY PEC
5. WATER PROVIDED BY ON–SITE WELLS
6. SEWER SERVICE PROVIDED BY O.S.S.F.
7. NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR
8. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION TAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
9. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
10. NO LOTS LIE WITHIN THE E.T.J. OF A MUNICIPALITY
11. THIS FINAL PLAT SUBSTANTIALLY CONFORMS TO THE BURNET & WILLIAMSON COUNTY SUBDIVISION REGULATIONS
12. THIS SUBDIVISION WILL BE CONSIDERED A PRIVATE SUBDIVISION
13. THE BURNET/WILLIAMSON COUNTY SHALL NOT BE RESPONSIBLE FOR THE QUANTITY OR QUALITY OF A RELIABLE WATER SOURCE
14. TOPOGRAPHICAL INFORMATION BASED ON TNRIS GIS DATA
15. MAXIMUM OF 5" WELL BORE FOR ALL WATER WELLS
16. DRIVEWAY ACCESS FROM COUNTY ROAD 201 IS PROHIBITED FOR LOTS 1, 6, 7, 82, 83 & 84 BLOCK A.
17. BY FILING THIS PLAT, THE OWNER AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, BY PURCHASING SUCH PROPERTY ACKNOWLEDGE AND AGREE THAT THE COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS IN THIS SUBDIVISION.
18. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
19. 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.
20. 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.
21. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICHLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
22. LOTS 3–17 ARE ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100–YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0230F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
23. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION EXCEPT FOR LOTS 3–16. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
24. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR LOTS 3–16 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.
25. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY ECKERMANN ENGINEERING, INC., DATED MAY, 2022.
26. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.
27. 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.
28. 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.
29. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT–OF–WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
30. EVERY DEED WITHIN THIS SUBDIVISION SHALL CONTAIN NOTICE THAT ALL ROADS WITHIN THIS SUBDIVISION ARE PRIVATE. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS UNLESS THEY MEET THE COUNTY STANDARDS IN EFFECT ON THE DATE OF ACCEPTANCE.
31. THE ROADS WITHIN THIS SUBDIVISION SHALL BE MAINTAINED TO SUCH A STANDARD THAT WILL ALLOW EMERGENCY VEHICLES ACCESS FOR THE ROADWAY DESIGN SPEED IN PERPETUITY BY THE HOMEOWNERS ASSOCIATION.
32. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROAD WITHIN THIS SUBDIVISION. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE, AND MEMBERSHIP IN THIS ASSOCIATION SHALL BE MANDATORY FOR ALL LOT OWNERS
33. DATE OF SURVEY: OCTOBER–DECEMBER 2020
34. DATE OF PLAT PREPARATION: MAY 2021
35. PLAT PREPARED BY: CLYDE C. CASTLEBERRY, JR. REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4835

STREET NAME	CLASSIFICATION	DESIGN SPEED	LENGTH	R.O.W. WIDTH	PAVM'T WIDTH	RURAL/URBAN	PUBLIC/PRIVATE
SERENITY DRIVE	RURAL COLLECTOR	35 MPH	3428.54'	60'	30'	RURAL	PRIVATE
SCOTTY LANE	RURAL COLLECTOR	25 MPH	50.00'	60'	30'	RURAL	PRIVATE
SCOTTY LANE	LOCAL ROAD	25 MPH	783.16'	60'	28'	RURAL	PRIVATE
KASEN CIRCLE	LOCAL ROAD	25 MPH	627.22'	60'	28'	RURAL	PRIVATE





VICINITY MAP

SCALE: 1" = 8000'±

400 0 400 800

Scale: 1" = 400'

BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83.

ENGINEER:

ECKERMANN ENGINEERING, INC.
(F–10496)
202 SPRING HO AVENUE
LAMPASAS, TEXAS 76550
(512) 556–8160

TBM NOTE:

A 1/2" IRON PIN ESTABLISHED ON THE NORTH SIDE OF SERENTITY DRIVE AT THE INTERSECTION WITH C.R. 201 BASED ON GPS OBSERVATIONS & AN OPUS SOLUTION (37262741.20oOP1601560209805) CONDUCTED 10/01/2020 – EL: 1072.52 (NAVD88)

LINE & CURVE TABLES LOCATED ON SHEET No. 6

TRIPLE C SURVEYING Co.
P.O. Box 544 – Lampasas, Texas 76550
(512) 845–5440
email: admin@triplecsurveying.com
www.triplecsurveying.com Firm No. 10193916

JOB No.: 200924
DRAWN: AEN
SHEET: 1 OF 8

C:/200924 SPC FP EAST(WILCO WORK) – 081522.dwg/AEN/9/9/2022

FINAL PLAT

SERENITY SPRINGS – PHASE I

(A PRIVATE SUBDIVISION)

92.96 ACRES OUT OF THE W.E. MILLER SURVEY, ABSTRACT NO. 578, BURNET COUNTY, TEXAS, THE W.E. MILLER SURVEY, ABSTRACT NO. 413 & THE E. LEICHTLE SURVEY, ABSTRACT NO. 382, WILLIAMSON COUNTY, TEXAS

DONALD H. STUECK, et ux
P.O.BOX 1013
LIBERTY HILL, TX 78642
VOL. 819, PG. 217, O.P.R.W.C.

WATSON PLACE SUBDIVISION
(PRIVATE)
DOC. No. 201702967 O.P.R.B.C.

BURNET COUNTY
APPROXIMATE COUNTY LINE
WILLIAMSON COUNTY

LEGEND

- ○ 1/2" IRON PIN SET w/YELLOW CAP "CCC 4835"
- ● IRON PIN FOUND (AS NOTED)
- ◌ COTTON SPINDLE SET w/SHINER "CCC 4835"
- △ MAG NAIL SET w/SHINER "CCC 4835
- ⊗ CALCULATED POINT – CTR CREEK
- ■ PIPE FENCE POST (AS NOTED)
- D.R.W.C. DEED RECORDS WILLIAMSON CO.
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS WILLIAMSON CO.
- R.P.R.B.C. REAL PROPERTY RECORDS BURNET CO.
- O.P.R.B.C. OFFICIAL PUBLIC RECORDS BURNET CO.
- FFE FINISH FLOOR ELEVATION
- P.O.B. POINT OF BEGINNING
- ⊕ BENCHMARK (AS NOTED)
- Ⓐ BLOCK DESIGNATION
- PROPOSED WELL SITE W/ 100' RADIUS O.S.S.F. SANITARY EASEMENT
- PROPOSED 50'X50' SEPTIC SITE

BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83.

1 (2.16 AC.) FFE – 1028.01'
2 (2.41 AC.)
3 (3.87 AC.) (3.75 ACRES – NET) FFE – 1022.70'
4 (4.76 AC.) (4.59 ACRES – NET) FFE – 1021.80'
5 (5.53 AC.) (5.34 ACRES – NET) FFE – 1020'
6 (10.02 AC.) (9.66 ACRES – NET) FFE – 1019'
11 (3.33 AC.) FFE – 1025'
12 (4.03 AC.) FFE – 1033.39'
13 (2.72 AC.)
14

N 68°34'09" E 956.19'
N 68°34'09" E 584.83'
S 68°34'09" W 584.83'
SCOTTY LANE (60' ROW)
S 68°34'09" W 652.89'
N 87°46'31" W 192.83'
N 21°25'51" W 660.88'
S 18°53'41" E 706.56'
N 21°25'51" E 854.71'
S 21°25'51" E 1025.63'
S 42°00'32" E 630.75'
N 41°55'38" W 639.73'
N 41°55'38" W 381.04'
N 41°16'28" E 281.28'
S 88°39'33" W 300.72'
S 88°39'33" E 270.27'
N 88°39'33" W 91.43'
S 42°30'16" W 267.07'
S 33°26'32" E 174.87'

1/2" – NO CAP
1/2" – PINK CAP "GRIFFITH CONSULTING 1885"
1/2" – RED CAP "GRIFFITH 1885"
2-1/2" ø IN CONC
MAG NAIL FOUND
TBM (SEE NOTE)

COUNTY ROAD 201
APPROXIMATE CENTERLINE

DRAINAGE EASEMENT
20' DRAINAGE EASEMENT
25' O.S.S.F. SETBACK
75' O.S.S.F. SETBACK
LIMITS BED & BANKS FOR MINIMUM LOT CALCULATION
LIMITS OF FLOODING BASED ON ECKERMAN ENGINEERING, INC. FLOOD STUDY
ADDITIONAL 0.40 ACRE R.O.W. DEDICATED HEREON (60' FORM CENTER OF CR 201)
APPROXIMATE LIMITS SPECIAL FLOOD HAZARD AREA ZONE "A" PER FEMA MAP No. 48053C0550F, DATED MARCH 15, 2012 (BURNET CO.)
APPROXIMATE CENTER OF BEAR CREEK

NOTE:
NET REPRESENT THE ACREAGE EXCLUDING BED & BANKS ACREAGE FOR CALCULATION OF MINIMUM LOT SIZE FOR OSSF & ON-SITE WELLS

W.E. MILLER SURVEY ABSTRACT No. 578 (BURNET)
W.E. MILLER SURVEY ABSTRACT No. 413 (WILCO)

100 0 100 200
Scale: 1" = 100'

LINE & CURVE TABLES LOCATED ON SHEET No. 6

TRIPLE C SURVEYING Co.
P.O. Box 544 – Lampasas, Texas 76550
(512) 845-5440
email: admin@triplecsurveying.com
www.triplecsurveying.com Firm No. 10193916

JOB No.: 200924
DRAWN: AEN
SHEET: 2 OF 8

C:/200824 SPC FP EAST(WILCO WORK) – 081522.dwg/AEN/9/7/2022

FINAL PLAT

SERENITY SPRINGS – PHASE 1

(A PRIVATE SUBDIVISION)

92.96 ACRES OUT OF THE W.E. MILLER SURVEY, ABSTRACT NO. 578, BURNET COUNTY, TEXAS, THE W.E. MILLER SURVEY, ABSTRACT NO. 413 & THE E. LEICHTLE SURVEY, ABSTRACT NO. 382, WILLIAMSON COUNTY, TEXAS

LEGEND

○	1/2" IRON PIN SET w/YELLOW CAP "CCC 4835"
●	IRON PIN FOUND (AS NOTED)
	COTTON SPINDLE SET w/SHINER "CCC 4835"
	MAG NAIL SET w/SHINER "CCC 4835
⊗	CALCULATED POINT – CTR CREEK
■	PIPE FENCE POST (AS NOTED)
D.R.W.C.	DEED RECORDS WILLIAMSON CO.
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO.
R.P.R.B.C.	REAL PROPERTY RECORDS BURNET CO.
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS BURNET CO.
FFE	FINISH FLOOR ELEVATION
P.O.B.	POINT OF BEGINNING
	BENCHMARK (AS NOTED)
Ⓐ	BLOCK DESIGNATION
	PROPOSED WELL SITE W/ 100' RADIUS O.S.S.F. SANITARY EASEMENT
	PROPOSED 50'X50' SEPTIC SITE

BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83.

TBM (SEE NOTE)

APPROXIMATE CENTER OF BEAR CREEK

W.E. MILLER SURVEY ABSTRACT No. 413 (WILCO)

E. LEICHTLE SURVEY ABSTRACT No. 382 (WILCO)

COUNTY ROAD 201

SERENITY DRIVE (60' ROW)

KASEN CIRCLE (60' ROW)

NOTE: NET REPRESENT THE ACREAGE EXCLUDING BED & BANKS ACREAGE FOR CALCULATION OF MINIMUM LOT SIZE FOR OSSF & ON-SITE WELLS

LIMITS OF FLOODING BASED ON ECKERMAN ENGINEERING, INC. FLOOD STUDY

APPROXIMATE LIMITS SPECIAL FLOOD HAZARD AREA ZONE "A" PER FEMA MAP No. 48491C0230F, DATED DECEMBER 20, 2019 (WILLIAMSON CO.)

EDDIE DALE POTTS, et ux
410 R O RANCH ROAD
LIBERTY HILL, TX 78642
VOL. 1592, PG. 83, D.R.W.C.

5 (5.53 AC.) (5.34 ACRES – NET) FFE – 1020'

6 (10.02 AC.) (9.66 ACRES – NET) FFE – 1019'

7 (2.60 AC.) FFE – 1019'

8 (2.60 AC.) FFE – 1022'

9 (2.30 AC.) FFE – 1022'

10 (2.68 AC.) FFE – 1025'

11 (3.33 AC.) FFE – 1025'

12 (4.03 AC.) FFE – 1033.38'

13 (2.72 AC.) FFE – 1033.38'

77 (2.00 AC.)

78 (2.00 AC.)

79 (2.01 AC.)

84 (2.94 AC.)

EXISTING HOUSE (2.46 ACRES – NET)

EXISTING SEPTIC SYSTEM (See OSSF Note)

WELL (EXISTING)

ADDITIONAL 0.93 ACRE R.O.W. DEDICATED HEREON (60' FORM CENTER OF CR 201)

100 0 100 200
Scale: 1" = 100'

LINE & CURVE TABLES LOCATED ON SHEET No. 6

OSSF NOTE:

THE APPROXIMATE LOCATION & DIMENSIONS OF THE EXISTING SEPTIC SYSTEM ARE BASED ON SURFACE EVIDENCE & DATA RECORDED ON WILLIAMSON COUNTY & CITIES HEALTH DISTRICT LICENSE TO OPERATE AN ON SITE SEWAGE FACILITY (OSSF #12280)

TRIPLE C SURVEYING Co.
P.O. Box 544 – Lampasas, Texas 76550
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email: admin@triplecsurveying.com
www.triplecsurveying.com Firm No. 10193916

JOB No.: 200924
DRAWN: AEN
SHEET: 3 OF 8

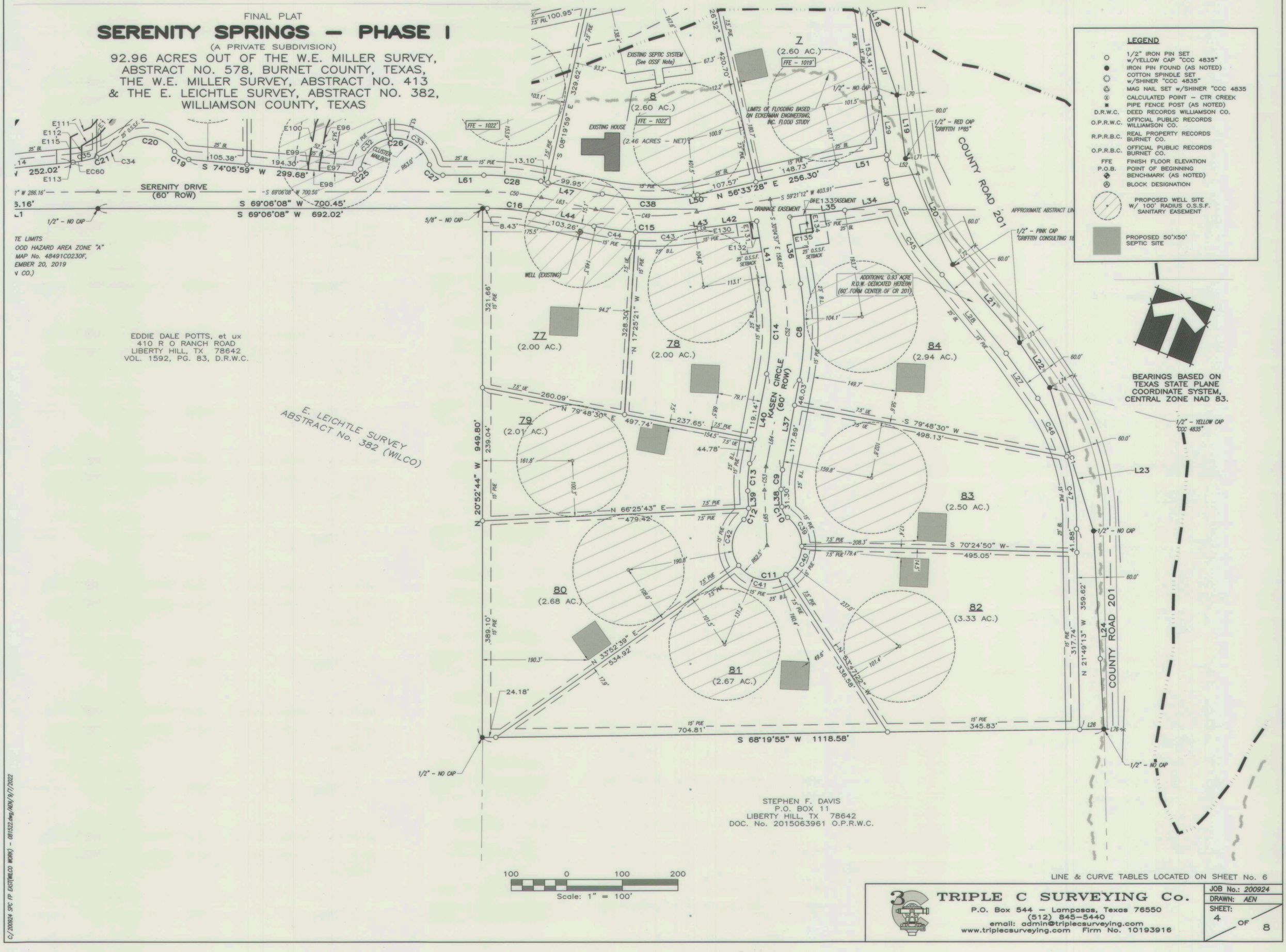
C:/200924 SPC FP EAST(WILCO WORK) – 081522.dwg/AEN/ 9/7/2022

FINAL PLAT

SERENITY SPRINGS – PHASE I

(A PRIVATE SUBDIVISION)

92.96 ACRES OUT OF THE W.E. MILLER SURVEY, ABSTRACT NO. 578, BURNET COUNTY, TEXAS, THE W.E. MILLER SURVEY, ABSTRACT NO. 413 & THE E. LEICHTLE SURVEY, ABSTRACT NO. 382, WILLIAMSON COUNTY, TEXAS



LEGEND

- ○ 1/2" IRON PIN SET w/YELLOW CAP "CCC 4835"
- ● IRON PIN FOUND (AS NOTED)
- ◌ COTTON SPINDLE SET w/SHINER "CCC 4835"
- △ MAG NAIL SET w/SHINER "CCC 4835
- ⊗ CALCULATED POINT – CTR CREEK
- ■ PIPE FENCE POST (AS NOTED)
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- O.P.R.W.C. OFFICIAL PUBLIC RECORDS WILLIAMSON CO.
- R.P.R.B.C. REAL PROPERTY RECORDS BURNET CO.
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- PROPOSED 50'X50' SEPTIC SITE

BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83.

E. LEICHTLE SURVEY ABSTRACT No. 382 (WILCO)

EDDIE DALE POTTS, et ux
410 R O RANCH ROAD
LIBERTY HILL, TX 78642
VOL. 1592, PG. 83, D.R.W.C.

STEPHEN F. DAVIS
P.O. BOX 11
LIBERTY HILL, TX 78642
DOC. No. 2015063961 O.P.R.W.C.

TE LIMITS
OOD HAZARD AREA ZONE "A"
MAP No. 48491C0230F,
EMBER 20, 2019
V CO.)

100 0 100 200
Scale: 1" = 100'

LINE & CURVE TABLES LOCATED ON SHEET No. 6

TRIPLE C SURVEYING Co.
P.O. Box 544 – Lampasas, Texas 76550
(512) 845-5440
email: admin@triplecsurveying.com
www.triplecsurveying.com Firm No. 10193916

JOB No.: 200924
DRAWN: AEN
SHEET: 4 OF 8

C:/200924 SPC FP EAST(WILCO WORK) - 081522.dwg/AEN/9/7/2022

FINAL PLAT

SERENITY SPRINGS – PHASE I

(A PRIVATE SUBDIVISION)

92.96 ACRES OUT OF THE W.E. MILLER SURVEY, ABSTRACT NO. 578, BURNET COUNTY, TEXAS, THE W.E. MILLER SURVEY, ABSTRACT NO. 413 & THE E. LEICHTLE SURVEY, ABSTRACT NO. 382, WILLIAMSON COUNTY, TEXAS

LEGEND

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- BENCHMARK (AS NOTED)
- BLOCK DESIGNATION
- PROPOSED WELL SITE W/ 100' RADIUS O.S.S.F. SANITARY EASEMENT
- PROPOSED 50'X50' SEPTIC SITE

BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NAD 83.

PROPOSED SERENITY SPRINGS–PHASE II (193.29 ACRES)

Remainder of KEENE FAMILY, LLC d/b/a KEENE FAMILY RANCHES 3700 C.R. 207 LIBERTY HILL, TEXAS DOC. No. 202013191 O.P.R.B.C. (TRACT I – CALLED 462.917 ACRES)

WATSON PLACE SUBDIVISION (PRIVATE) DOC. No. 201702967 O.P.R.B.C.

W.E. MILLER SURVEY ABSTRACT No. 578 (BURNET)

W.E. MILLER SURVEY ABSTRACT No. 413 (WILCO)

BURNET COUNTY, APPROXIMATE COUNTY LINE WILLIAMSON COUNTY

APPROXIMATE CENTER OF BEAR CREEK

APPROXIMATE LIMITS SPECIAL FLOOD HAZARD AREA ZONE "A" PER FEMA MAP No. 48491C0230F, DATED DECEMBER 20, 2019 (WILLIAMSON CO.)

APPROXIMATE LIMITS SPECIAL FLOOD HAZARD AREA ZONE "A" PER FEMA MAP No. 48053C0550F, DATED MARCH 15, 2012 (BURNET CO.)

PER FEMA MAP No. 4

DATED MARCH 15, 2012 (

APPROXIMA OF B

NOTE: NET REPRESENT THE ACREAGE EXCLUDING BED & BANKS ACREAGE FOR CALCULATION OF MINIMUM LOT SIZE FOR OSSF & ON-SITE WELLS

LIMITS OF FLOODING BASED ON ECKERMAN ENGINEERING, INC. FLOOD STUDY

LIMITS BED & BANKS FOR MINIMUM LOT CALCULATION

NOTE: NET REPRESENT THE ACREAGE BANKS ACREAGE FOR CALCU LOT SIZE FOR OSSF & O

76 (4.27 AC.) (4.27 ACRES – NET) FFE – 1045'

17 (3.17 AC.) (3.09 ACRES – NET) FFE – 1030'

16 (2.46 AC.) (2.33 ACRES – NET) FFE – 1030'

15 (2.56 AC.) (2.47 ACRES – NET) FFE – 1033'

14 (2.35 AC.) (2.22 ACRES – NET) FFE – 1033'

13 (2.72 AC.) (2.45 ACRES – NET) FFE – 1033.38'

(3.43 ACRES – N

SERENITY DRIVE (60' ROW)

S 69°07'56" W 1367.63'

S 69°07'56" W 834.05'

S 69°07'56" W 433.05'

S 63°48'27" W

N 17°02'19" E 483.67'

S 63°58'40" E 396.79'

N 63°58'40" W 379.31'

S 13°04'54" E 557.26'

S 20°52'04" E 545.73'

S 20°52'04" E 528.21'

S 20°52'04" E 466.15'

S 20°52'04" E 572.61'

533.46'

834.17'

189.55'

204.85'

54.78'

5/8" – NO CAP

LINE & CURVE TABLES LOCATED ON SHEET No. 6

Scale: 1" = 100'

C:/200924 SPC FP EAST(WILCO WORK) – 081522.dwg/AEN 9/7/2022

TRIPLE C SURVEYING Co.
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www.triplecsurveying.com Firm No. 10193916

JOB No.: 200924
DRAWN: AEN
SHEET: 5 OF 8

FINAL PLAT

SERENITY SPRINGS – PHASE 1

(A PRIVATE SUBDIVISION)

92.96 ACRES OUT OF THE W.E. MILLER SURVEY, ABSTRACT NO. 578, BURNET COUNTY, TEXAS, THE W.E. MILLER SURVEY, ABSTRACT NO. 413 & THE E. LEICHTLE SURVEY, ABSTRACT NO. 382, WILLIAMSON COUNTY, TEXAS

LINE TABLE		
NO.	DIRECTION	LENGTH
L1	S 68°41'22" W	286.16'
L2	S 69°20'58" W	204.62'
L3	N 63°58'40" W	289.36'
L4	N 26°01'20" E	385.00'
L5	N 06°45'24" E	52.97'
L6	S 63°58'40" E	340.70'
L7	S 82°38'31" E	65.33'
L8	N 76°48'29" E	177.90'
L9	N 61°21'44" E	113.91'
L10	N 80°55'09" E	320.63'
L11	S 75°31'41" E	67.77'
L12	N 43°02'49" E	188.32'
L13	N 27°01'09" E	166.19'
L14	N 75°30'37" E	216.52'
L15	N 21°02'51" W	286.90'
L16	S 36°38'36" E	395.85'
L17	S 38°06'01" E	209.19'
L18	S 39°36'02" E	278.42'
L19	S 28°36'21" E	114.64'
L20	S 44°55'15" E	208.38'

LINE TABLE		
NO.	DIRECTION	LENGTH
L21	S 61°32'29" E	184.60'
L22	S 54°54'11" E	97.21'
L23	S 37°56'20" E	269.20'
L24	S 23°55'58" E	355.97'
L25	N 68°34'09" E	23.44'
L26	S 68°19'55" W	43.76'
L27	N 56°05'39" W	98.79'
L28	N 60°14'05" W	182.20'
L29	N 27°35'06" W	112.27'
L30	N 28°02'31" W	153.41'
L31	S 39°36'02" E	156.38'
L32	S 48°14'52" W	42.95'
L33	N 48°14'52" E	42.77'
L34	S 59°21'12" W	94.78'
L35	S 62°08'55" W	99.10'
L36	S 30°04'57" E	121.25'
L37	S 10°11'30" E	163.92'
L38	S 23°36'27" E	31.30'
L39	N 23°36'27" W	31.30'
L40	N 10°11'30" W	163.92'

LINE TABLE		
NO.	DIRECTION	LENGTH
L41	N 30°04'57" W	123.59'
L42	S 62°08'55" W	97.16'
L43	S 59°21'12" W	6.68'
L44	S 81°40'04" W	98.64'
L45	N 58°16'02" W	50.25'
L46	S 69°41'19" E	50.25'
L47	S 80°56'19" W	113.06'
L48	N 51°24'14" E	71.66'
L49	S 69°07'56" W	205.48'
L50	N 59°21'12" E	6.68'
L51	N 59°21'12" E	90.99'
L52	N 27°35'06" W	8.35'
L53	S 86°03'37" W	188.74'
L54	N 74°03'28" W	121.44'
L55	N 61°32'39" W	98.04'
L56	N 88°38'28" W	12.35'
L57	N 88°39'33" W	64.35'
L58	S 42°44'38" W	107.26'
L59	S 54°06'20" W	50.05'
L60	S 57°05'59" W	156.79'

LINE TABLE		
NO.	DIRECTION	LENGTH
L61	N 69°06'09" E	79.94'
L62	S 48°14'52" W	91.61'
L63	S 81°39'08" W	100.00'
L64	S 10°11'30" E	163.92'
L65	S 23°36'27" E	99.36'
L66	N 43°58'08" E	59.29'
L67	N 46°01'22" E	56.22'
L68	N 52°01'22" E	103.44'
L69	N 57°57'11" E	109.31'
L70	N 63°58'40" E	53.21'
L71	N 61°28'31" E	55.00'
L72	N 26°37'46" E	52.90'
L73	N 34°33'42" E	50.96'
L74	N 39°35'40" E	48.63'
L75	N 63°45'39" E	45.88'
L76	N 69°03'32" E	35.05'

PERIMETER FIELD NOTES

BEING 92.96 acres of land and being approximately 9.57 acres out of the W.E. MILLER SURVEY, Abstract No. 578, Burnet County, Texas, 61.24 acres out of the W.E. MILLER SURVEY, Abstract No. 413 & 22.15 acres out of the E. LEICHTLE SURVEY, Abstract No. 382, Williamson County, Texas being part of a tract described in a Warranty Deed with Vendor's Lien to Kenne Family, LLC, dated October 9, 2020 and recorded in Document No. 202013191 of the Official Public Records of Burnet County, Texas (OPRBC), and described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron pin found in the west line of County Road 201, for the southeast corner of the said Kenne tract and this tract;

THENCE: with the south line of the said Kenne tract the following courses and distances:
1. South 68°19'55" West a distance of 1,118.58 feet to a 1/2 inch iron pin found,
2. North 20°52'44" West a distance of 949.80 feet to a 5/8 inch iron pin found,
3. South 69°06'08" West a distance of 692.02 feet to a 1/2 inch iron pin found,
4. South 68°41'22" West a distance of 286.16 feet to a 5/8 inch iron pin found,
5. South 69°07'56" West a distance of 1,367.63 feet to a 5/8 inch iron pin found,
6. South 69°20'58" West a distance of 204.62 feet to a 1/2 inch iron pin with yellow cap stamped "CCC 4835" set for the southwest corner of this tract;

THENCE: over and across the said Kenne tract the following courses and distances:
1. North 63°58'40" West a distance of 289.36 feet to a 1/2 inch iron pin with yellow cap stamped "CCC 4835" set,
2. North 26°01'20" East a distance of 385.00 feet to a 1/2 inch iron pin with yellow cap stamped "CCC 4835" set,
3. North 06°45'24" East a distance of 52.97 feet to a 1/2 inch iron pin with yellow cap stamped "CCC 4835" set,
4. South 63°58'40" East a distance of 340.70 feet to a 1/2 inch iron pin with yellow cap stamped "CCC 4835" set,
5. North 17°02'19" East a distance of 483.67 feet to a calculated point in the approximate center of Bear Creek, also being the north line of the said Kenne tract;

THENCE: with the north line of the said Kenne tract and along the approximate centerline of Bear Creek the following courses and distances:
1. South 82°38'31" East a distance of 65.33 feet to a calculated point,
2. North 76°48'29" East a distance of 177.90 feet to a calculated point,
3. North 61°21'44" East a distance of 113.91 feet to a calculated point,
4. North 80°55'09" East a distance of 320.63 feet to a calculated point,
5. South 75°31'41" East a distance of 67.77 feet to a calculated point,
6. North 43°02'49" East a distance of 188.32 feet to a calculated point,
7. North 27°01'09" East a distance of 166.19 feet to a calculated point,
8. North 75°30'37" East a distance of 216.52 feet to a mag nail found;

THENCE: continue with the north line of the said Kenne tract the following courses and distances:
1. North 21°29'11" West a distance of 660.88 feet to a 1/2 inch iron pin with yellow cap stamped "CCC 4835" set,
2. North 21°02'51" West a distance of 286.90 feet 1/2 inch iron pin found for the northwest corner of this tract,
3. North 68°34'09" East a distance of 956.19 feet to a 1/2 inch iron pin with pink cap stamped "GRIFFITH CONSULTING 1885" found in the west line of County Road 201, for the northeast corner of this tract;

THENCE: with the east line of the said Kenne tract and the west line of County Road 201 the following courses and distances:
1. South 42°00'32" East a distance of 630.75 feet to a 2–1/2 inch iron pin found,
2. South 36°38'36" East a distance of 395.85 feet to a 1/2 inch iron pin with red cap stamped "GRIFFITH 1885" found,
3. South 38°06'01" East a distance of 209.19 feet to a 1/2 inch iron pin found,
4. South 39°36'02" East a distance of 278.42 feet to a 1/2 inch iron pin found,
5. South 28°36'21" East a distance of 114.64 feet to a 1/2 inch iron pin with red cap stamped "GRIFFITH 1885" found,
6. South 44°55'15" East a distance of 208.38 feet to a 1/2 inch iron pin with pink cap stamped "GRIFFITH CONSULTING 1885" found,
7. South 61°32'29" East a distance of 184.60 feet to a 1/2 inch iron pin with pink cap stamped "GRIFFITH CONSULTING 1885" found,
8. South 54°54'11" East a distance of 97.21 feet to a 1/2 inch iron pin with yellow cap stamped "CCC 4835" found,
9. South 37°56'20" East a distance of 269.20 feet to a 1/2 inch iron pin found,
10. South 23°55'58" East a distance of 355.97 feet to the Point of Beginning.

Bearings based on the Texas State Plane Coordinate System, Central Zone NAD83.

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD DIRECTION	CHORD DISTANCE
C1	37°18'44"	382.46'	249.07'	N 37°26'17" W	244.69'
C2	37°46'57"	353.79'	233.30'	S 46°28'34" E	229.10'
C3	20°19'17"	280.00'	99.31'	S 58°24'31" W	98.79'
C4	55°09'00"	23.27'	22.40'	S 43°02'30" W	21.55'
C5	282°06'37"	62.50'	307.73'	N 21°25'51" W	78.57'
C6	51°03'19"	25.00'	22.28'	S 85°54'12" E	21.55'
C7	20°19'17"	220.00'	78.03'	N 58°24'31" E	77.62'
C8	19°53'26"	500.00'	173.58'	S 20°08'14" E	172.71'
C9	13°24'57"	150.00'	35.12'	S 16°53'59" E	35.04'
C10	51°03'19"	25.00'	22.28'	S 49°08'06" E	21.55'
C11	282°06'37"	62.50'	307.73'	S 66°23'33" W	78.57'
C12	51°03'19"	25.00'	22.28'	N 01°55'12" E	21.55'
C13	13°24'57"	210.00'	49.17'	N 16°53'59" W	49.06'
C14	19°53'26"	440.00'	152.75'	N 20°08'14" W	151.98'
C15	21°53'48"	500.17'	191.15'	S 70°18'05" W	189.99'
C16	12°33'36"	440.16'	96.49'	S 75°23'01" W	96.30'
C17	46°53'23"	500.00'	409.19'	N 87°25'22" W	397.87'
C18	46°53'23"	440.00'	360.09'	S 87°25'22" E	350.12'
C19	49°27'30"	35.00'	30.21'	N 81°10'16" W	29.28'
C20	90°26'02"	65.00'	102.59'	S 78°20'28" W	92.27'
C21	30°41'00"	185.00'	99.07'	S 48°27'57" W	97.89'
C22	5°19'29"	440.00'	40.89'	S 66°28'12" W	40.88'
C23	84°29'51"	10.00'	14.75'	N 68°37'09" W	13.45'
C24	168°59'41"	63.00'	185.82'	S 69°07'56" W	125.42'
C25	87°49'06"	10.00'	15.33'	S 30°11'26" W	13.87'

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD DIRECTION	CHORD DISTANCE
C26	151°02'37"	63.00'	166.08'	N 69°06'09" E	122.00'
C27	75°31'18"	25.00'	32.95'	S 73°08'12" E	30.62'
C28	11°50'10"	500.00'	103.29'	S 75°01'14" W	103.11'
C29	21°52'33"	440.17'	168.06'	N 70°17'28" E	167.04'
C30	12°27'34"	353.79'	76.93'	N 33°48'53" W	76.78'
C31	84°29'51"	10.00'	14.75'	S 26°53'01" W	13.45'
C32	75°07'58"	63.00'	82.61'	S 23°50'52" W	76.82'
C33	83°12'37"	63.00'	91.49'	N 76°58'51" W	83.66'
C34	17°12'11"	185.00'	55.55'	S 41°43'32" W	55.34'
C35	13°28'49"	185.00'	43.53'	S 57°04'02" W	43.43'
C36	7°47'10"	440.00'	59.79'	N 73°01'31" E	59.75'
C37	39°06'14"	440.00'	300.30'	S 83°31'47" E	294.50'
C38	21°35'07"	440.00'	165.76'	S 70°08'45" W	164.78'
C39	55°04'36"	62.50'	60.08'	N 47°07'28" W	57.79'
C40	55°47'48"	62.50'	60.86'	N 08°18'44" E	58.49'
C41	87°40'00"	62.50'	95.63'	N 80°02'38" E	86.57'
C42	83°34'13"	62.50'	91.16'	S 14°20'15" E	83.29'
C43	13°13'27"	500.17'	115.44'	N 65°57'55" E	115.19'
C44	8°40'20"	500.17'	75.71'	N 76°54'49" E	75.63'
C45	25°19'23"	353.79'	156.37'	S 52°42'21" E	155.10'
C46	17°35'24"	382.46'	117.42'	S 47°17'57" E	116.96'
C47	19°43'20"	382.46'	131.65'	S 28°38'35" E	131.00'
C48	20°19'17"	250.00'	88.67'	S 58°24'31" W	88.20'
C49	22°18'49"	470.00'	183.04'	S 70°30'36" W	181.89'
C50	11°57'48"	470.00'	98.13'	S 75°05'02" W	97.96'

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD DIRECTION	CHORD DISTANCE
C51	46°53'23"	470.00'	384.64'	N 87°25'22" W	374.00'
C52	19°53'26"	470.00'	163.16'	S 20°08'14" E	162.35'
C53	13°24'57"	180.00'	42.15'	S 16°53'59" E	42.05'
C54	117°23'58"	62.50'	128.06'	S 60°55'28" W	106.81'
C55	111°07'11"	62.50'	121.21'	S 53°20'06" E	103.09'
C56	53°35'28"	62.50'	58.46'	N 44°18'34" E	56.35'
C57	7°47'10"	440.00'	59.79'	S 73°01'31" W	59.75'

DRIVEWAY CULVERT SIZING

CULVERT NO.	LOT #	DRAINAGE AREA	DESIGN FLOW (cfs)	INV ELEV	10-YR WSEL	PIPE SIZE (in)	PIPE DIAMETER (ft)	NUMBER OF BARRELS	C	AREA (ft)^2	g	h (feet)	QFULL (capacity) (cfs)	VELOCITY (full) (fps)
DC-1	84	CH-1	4.6	1026.0	1027.1	18	1.50	1	0.6	1.77	32	0.30	4.7	2.64
DC-2	83	CH-1	4.6	1045.0	1046.1	18	1.50	1	0.6	1.77	32	0.30	4.7	2.64
DC-3	82	CH-1	4.6	1058.0	1059.1	18	1.50	1	0.6	1.77	32	0.30	4.7	2.64
DC-4	80	CH-2	5.6	1057.0	1058.2	18	1.50	1	0.6	1.77	32	0.45	5.7	3.23
DC-5	79	CH-2	5.6	1047.0	1048.2	18	1.50	1	0.6	1.77	32	0.45	5.7	3.23
DC-6	78	CH-2	5.6	1036.0	1037.2	18	1.50	1	0.6	1.77	32	0.45	5.7	3.23
DC-7	77	CH-3	18.9	1048.0	1050.0	18	1.50	2	0.6	1.77	32	1.25	19.0	5.38
DC-8	7	CH-4	3.5	1018.0	1019.0	18	1.50	1	0.6	1.77	32	0.20	3.8	2.15
DC-9	8	CH-4	3.5	1047.0	1048.0	18	1.50	1	0.6	1.77	32	0.20	3.8	2.15
DC-10	13	CH-12	5.6	1050.0	1051.2	18	1.50	1	0.6	1.77	32	0.45	5.7	3.23
DC-11	14	CH-12	5.6	1066.0	1067.2	18	1.50	1	0.6	1.77	32	0.45	5.7	3.23
DC-12	15	CH-12	5.6	1073.5	1074.7	18	1.50	1	0.6	1.77	32	0.45	5.7	3.23
DC-13	2	CH-32	15.6	1022.0	1023.7	18	1.50	2	0.6	1.77	32	0.91	16.2	4.59

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JOB No.: 200924
DRAWN: AEN
SHEET: 6 OF 8

C:/200924 SPC FP EASTWILCO WORK) - 081522.dwg/AEN/8/26/2022

FINAL PLAT

SERENITY SPRINGS – PHASE 1

(A PRIVATE SUBDIVISION)

92.96 ACRES OUT OF THE W.E. MILLER SURVEY,
ABSTRACT NO. 578, BURNET COUNTY, TEXAS,
THE W.E. MILLER SURVEY, ABSTRACT NO. 413
& THE E. LEICHTLE SURVEY, ABSTRACT NO. 382,
WILLIAMSON COUNTY, TEXAS

LINE TABLE		
NO.	DIRECTION	LENGTH
E77	N 01°26'26" E	46.65'
E78	N 00°59'43" E	31.96'
E79	N 03°08'00" W	16.75'
E80	N 27°51'34" E	93.86'
E81	N 28°40'35" E	78.65'
E82	N 18°29'22" E	81.08'
E83	N 62°52'28" E	155.08'
E84	N 75°27'27" E	78.38'
E85	N 53°24'16" E	170.21'
E86	N 64°27'31" E	181.46'
E87	N 31°08'52" E	121.68'
E88	S 61°32'39" E	8.95'
E89	S 61°32'39" E	20.02'
E90	S 61°32'39" E	69.06'
E91	N 31°08'52" E	128.61'
E92	N 64°27'31" E	44.43'
E93	N 38°03'52" W	51.97'
E94	N 22°09'21" W	101.40'
E95	N 03°48'37" E	79.28'
E96	N 10°55'35" W	70.52'
E97	N 20°53'52" W	7.96'
E98	S 74°05'59" W	20.08'
E99	N 20°53'52" W	7.96'
E100	N 10°55'35" W	74.85'
E101	N 03°48'37" E	77.25'
E102	N 22°09'21" W	94.00'
E103	N 38°03'52" W	53.61'
E104	N 64°27'31" E	120.59'
E105	N 53°24'16" E	117.93'
E106	N 06°49'58" E	43.79'

LINE TABLE		
NO.	DIRECTION	LENGTH
E107	N 32°00'03" E	93.42'
E108	N 03°17'09" W	33.12'
E109	N 28°07'43" E	45.26'
E110	N 19°51'45" E	50.27'
E111	N 38°03'06" E	34.88'
E112	N 21°26'32" W	13.13'
E113	N 63°48'27" E	4.44'
E114	N 63°48'27" E	241.83'
E115	N 21°32'02" W	29.01'
E116	N 43°28'17" E	41.06'
E117	N 19°51'45" E	48.51'
E118	N 28°07'43" E	41.08'
E119	N 03°17'09" W	33.86'
E120	N 32°00'03" E	95.32'
E121	N 06°49'58" E	20.40'
E122	N 53°24'16" E	26.71'
E123	N 75°27'27" E	80.07'
E124	N 62°52'28" E	144.72'
E125	N 18°29'22" E	74.71'
E126	N 28°40'35" E	80.29'
E127	N 27°51'34" E	88.17'
E128	N 00°59'43" E	32.75'
E129	N 01°26'26" E	37.59'
E130	N 62°08'55" E	85.04'
E131	S 30°04'57" E	30.67'
E132	N 59°55'03" E	12.11'
E133	N 62°08'55" E	36.99'
E134	S 30°04'57" E	31.42'
E135	S 59°55'03" W	36.97'
E136	N 68°34'09" E	136.12'

LINE TABLE		
NO.	DIRECTION	LENGTH
E137	N 21°11'29" W	20.25'
E138	N 68°48'31" E	39.00'
E139	S 21°11'29" E	20.09'
E140	N 03°08'00" W	11.93'

CURVE TABLE					
NO.	DELTA	RADIUS	ARC	CHORD DIRECTION	CHORD DISTANCE
EC58	0°49'01"	440.00'	6.27'	N 68°43'26" E	6.27'
EC59	2°51'49"	440.00'	21.99'	N 66°53'01" E	21.99'
EC60	4°51'30"	185.00'	15.69'	N 61°22'42" E	15.68'

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FINAL PLAT

SERENITY SPRINGS – PHASE I

92.96 ACRES OUT OF THE W.E. MILLER SURVEY, ABSTRACT NO. 578 & THE E. LEICHTLE SURVEY, ABSTRACT NO. 524, BURNET COUNTY, TEXAS, THE W.E. MILLER SURVEY, ABSTRACT NO. 413 & THE E. LEICHTLE SURVEY, ABSTRACT NO. 382, WILLIAMSON COUNTY, TEXAS

Roadway Construction

In approving this plat by the Commissioner's Court of Williamson County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Williamson County, Texas. Said Commissioner's Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any 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.

Owner's Responsibilities

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.

Development Notes

No structure or land within this plat shall hereafter be located or altered without first obtaining a Development Permit from the Williamson County Floodplain Administrator.

The minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.

Perpetual Non–exclusive Easement

Keene Family LLC (hereon referred to as Owner) reserves/grants, for Owner and Owners heirs, successors and assigns a perpetual non–exclusive easement over and across the streets, ROW, and roadways shown hereon, as an easement for pedestrian and residential and commercial vehicular ingress and egress to other lands owned by Owner or Owners heirs, successors and assigns, to construct, reconstruct, operate, repair, re–build, replace, relocate, alter, remove and/or install utilities to other lands owned by Owner or Owners heirs, successors and assigns, and to improve, develop and construct residential or commercial improvements on other lands owned by Owner or Owners heirs, successors and assigns together with all appurtenances and incidental improvements thereon. Appurtenances and incidental improvements include, but are not limited to, curbs, gutters, inlets, aprons, traffic signs with or without attached flashing lights, guard rails, sidewalks, buried conduits, buried utilities, and underground franchise utilities.

911 ADDRESSING APPROVAL:

Road name and address assignments verified this the 13 day of September, 2022 A.D.

Teresa Baker

Teresa Baker
Williamson County Addressing Coordinator

SURVEYOR'S CERTIFICATION:

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLAIMSON §

I, Clyde C. Castleberry, Jr., Registered Professional Land Surveyor in the State of Texas, do hereby certify that the plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that the corner monuments shown thereon were found or properly placed under my supervision in accordance with the Burnet County, Texas Subdivision Regulations.

This tract is not located within the Edwards Aquifer Recharge Zone.

STATE OF TEXAS REGISTERED CLYDE C. CASTLEBERRY JR. 4835 PROFESSIONAL LAND SURVEYOR

08/15/2022

Clyde C. Castleberry, Jr.
Registered Professional Land Surveyor No 4835
State of Texas

OWNER'S CERTIFICATION:

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

I, BRADY KEENE, Manager of KEENE FAMILY, LLC (d/b/a KEENE FAMILY RANCHES) owner of the certain tract of land shown hereon and described in a deed recorded in Document No. 202013191 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 SERENITY SPRINGS – PHASE I.

TO CERTIFY WHICH, WITNESS by my hand this 13th day of September, 2022.

BRADY KEENE
KEENE FAMILY RANCHES
4559 C.R. 201
LIBERTY HILL, TEXAS 78642

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 Brady Keene known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of the office on this the 13 day of September, 2022.

NOTARY PUBLIC in and for the State of Texas

TRACY LYNN HALLER
My Notary ID # 11665708
Expires November 16, 2023

LIEN HOLDER'S CERTIFICATION:

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

I, VAN SWIFT, President of FIRST TEXAS BANK Lien Holder of the certain tract of land shown hereon and described in a deed recorded in Document No. 202013191 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 SERENITY SPRINGS – PHASE I.

TO CERTIFY WHICH, WITNESS by my hand this 13 day of September, 2022.

VAN SWIFT
FIRST TEXAS BANK
900 SOUTH AUSTIN AVENUE
GEORGETOWN, TEXAS 78626

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 Van R Swift known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of the office on this the 13 day of September 2022.

NOTARY PUBLIC in and for the State of Texas

DEBBIE WILSON
My Notary ID # 124173367
Expires March 12, 2023

ON–SITE SEWAGE FACILITY APPROVAL:

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 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.

Roger Nielsen, PE.

J. Terron Evertson PE, DR, CFM
Williamson County Engineer

9/16/2022
Date

FLOODPLAIN ADMINISTRATOR APPROVAL:

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 or Surveyor, I find that this plat complies with the Williamson County Floodplain Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated within it.

J. Terron Evertson PE, DR, CFM
Williamson County Engineer

Date

WILLIAMSON COUNTY COMMISSIONERS' COURT:

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, that the subdivision having been fully presented to the Commissioners' Court of Williamson County, Texas, and by the said court duly considered on this day approved and plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Bill Gravell Jr., County Judge
of Williamson County, Texas

By:_____ Date:_____

WILLIAMSON COUNTY CLERK:

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

TRIPLE C SURVEYING Co.
21214 FM 963 – Lampasas, Texas 76550
(512) 845–5440
email: admin@triplecsurveying.com
www.triplecsurveying.com Firm No. 10193916

JOB No.: 200924
DRAWN: AEN
SHEET: 8 OF 8

C:/200924 SPC FP EAST(WILCO WORK) - 081522.dwg/AEN/8/26/2022

Commissioners Court - Regular Session **28.**

Meeting Date: 09/27/2022

Judge McLean TAC Best Practice 2022

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and hear a presentation by Texas Association of Counties recognizing Williamson County's 2022 County Best Practices Award for "What Every Teen Should Know About Texas Law" submitted by Hon. Evelyn McLean, Williamson County Justice of the Peace Precinct 3 – Rhita Koches, TAC County Relations Officer.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	09/22/2022 11:25 AM
Form Started By: Becky Pruitt		Started On: 09/19/2022 12:50 PM
Final Approval Date: 09/22/2022		

Commissioners Court - Regular Session **29.**

Meeting Date: 09/27/2022

Suicide Prevention Proclamation

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on proclamation on suicide prevention awareness and recognizing September 2022 as National "Suicide Prevention Awareness Month".

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2022 11:45 AM
Form Started By: Kathy Pierce		Started On: 09/22/2022 11:25 AM
Final Approval Date: 09/22/2022		

State of Texas
County of Williamson
Know all men by these presents:

That on the 27th day of September 2022 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

PROCLAMATION

WHEREAS, September is National Suicide Prevention Awareness Month and the Williamson County Commissioners Court recognizes suicide as a public health problem with suicide being the 11th leading of cause of death in Texans, and the 3rd leading cause of death among youth ages 15 to 24, and;

WHEREAS, Suicide accounts for 1 of every 100 deaths globally, and it is the second leading case of death for Americans between the ages of 10 and 34, and;

WHEREAS, there were 69 Williamson County suicides confirmed by the CDC in 2020 and 74 inquests of suicides conducted by Williamson County JP's during 2021, and;

WHEREAS, suicide thoughts, much like mental health conditions, can affect anyone regardless of age, gender or background, but deaths are higher among males (78% of all deaths), and;

WHEREAS, each day in Texas there are more than 6 suicide deaths and nearly 30 hospitalizations for attempted suicide that according to the Texas Department of State Health Services, and;

WHEREAS, suicide is preventable and there is hope when the stigma associated with seeking treatment for mental illness, substance abuse and suicide prevention services is eliminated and barriers that discourage persons at risk from seeking life-saving help are removed, and;

WHEREAS, it is important to know the warning signs of suicide, which include: feeling sad and withdrawn for more than 2 weeks; feeling empty, hopeless ("I wish I was never born"), trapped, extremely sad, more anxious, agitated or full of rage; changing behaviors, such as: dramatic mood swings, eating or sleeping more or less, using drugs or alcohol more often; and impulsive or reckless behavior, and;

WHEREAS, talking openly and honestly to friends and loved ones and not being afraid to ask if they are planning to kill or harm themselves can help save a life. Know that professional help is available, including 24/7 assistance from the National Suicide & Crisis Lifeline at 988, Bluebonnet Trails 24/7 Crisis Hotline – 1-800-841-1255 or 911, for an immediate crisis, and;

NOW THEREFORE, the Williamson County Commissioners Court recognizes September 2022 as National ***"Suicide Prevention Awareness Month"*** and encourages all to stay connected and to not hesitate to seek mental health treatment, just as you would not hesitate to seek care for a heart attack or diabetes.

PROCLAIMED THIS 27th DAY OF SEPTEMBER 2022.

_____
Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session **30.**

Meeting Date: 09/27/2022

Balance Upcoming Fiscal Year Budget

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Auditor to transfer sufficient monies from cash ending balance of fiscal year 2021-2022 to balance the county budget for 2022-2023.

Background

This action is necessary for the budgets to be legally balanced and adopted each fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2022 09:15 AM
Form Started By: Melanie Denny		Started On: 09/18/2022 03:41 PM
Final Approval Date: 09/21/2022		

Commissioners Court - Regular Session **31.**

Meeting Date: 09/27/2022

Line Item Transfer Authorization for Balance of Fiscal Year 22

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Auditor to make any line item transfers necessary to complete the 2021-2022 budget within individual funds.

Background

This is an annual agenda item. Each year when the budget year ends, this authorization allows the County Auditor's Office to move monies around to cover any deficits within and between departmental lines.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2022 09:15 AM
Form Started By: Melanie Denny		Started On: 09/18/2022 03:43 PM
Final Approval Date: 09/21/2022		

Commissioners Court - Regular Session **32.**

Meeting Date: 09/27/2022

NACO BA Rev 09.27.22

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	$1,937.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2022 09:17 AM
Form Started By: Melanie Denny		Started On: 09/19/2022 12:45 PM
Final Approval Date: 09/21/2022		

Commissioners Court - Regular Session **33.**

Meeting Date: 09/27/2022

NACO BA Exp 09.27.22

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program.

Background

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide Rx Disc Card Program	$1,937.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2022 09:17 AM
Form Started By: Melanie Denny		Started On: 09/19/2022 12:46 PM
Final Approval Date: 09/21/2022		

Commissioners Court - Regular Session **34.**

Meeting Date: 09/27/2022

Park Donations BA Rev 09.27.22

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donations include a $150.00 park donation from Austin Royals, Bret Sanders, for use of the track. $100.00 park donation from Jacob Geesin, in appreciation of park staff during a Disc Golf Tournament in the month of July. $473.00 in general donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$723.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2022 09:17 AM
Form Started By: Melanie Denny		Started On: 09/19/2022 12:54 PM
Final Approval Date: 09/21/2022		

Commissioners Court - Regular Session **35.**

Meeting Date: 09/27/2022

Park Donations BA Exp 09.27.22

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Park Donations.

Background

Donations include a $150.00 park donation from Austin Royals, Bret Sanders, for use of the track. $100.00 park donation from Jacob Geesin, in appreciation of park staff during a Disc Golf Tournament in the month of July. $473.00 in general donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$723.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2022 09:18 AM
Form Started By: Melanie Denny		Started On: 09/19/2022 12:56 PM
Final Approval Date: 09/21/2022		

Commissioners Court - Regular Session **36.**

Meeting Date: 09/27/2022

Animal Shelter BA Exp 09.27.22

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections for July 2022 through September 2022.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	$1,442.86
	0546.0546.003670	Use of Donations	$140,109.79
	0546.0546.004100	Professional Services	$7,242.91
	0546.0546.004105	Foster Home Care	$1,980.00
	0546.0546.004231	Travel	$952.10
	0546.0546.004232	Training	$740.20
	0546.0546.004509	Facility Enhancements	$260.00
	0546.0546.004975	Animal Medical Care	$250.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2022 09:18 AM
Form Started By: Melanie Denny		Started On: 09/19/2022 01:00 PM
Final Approval Date: 09/21/2022		

Commissioners Court - Regular Session **37.**

Meeting Date: 09/27/2022

Park Donations BA Rev 09.27.22

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections for July 2022 through September 2022.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	$140,109.79
	0546.0000.367440	Jane's Fund Donations	$7,242.91
	0546.0000.367442	Play Yard Donations	$260.00
	0546.0000.367443	Heart Worm Donations	$250.00
	0546.0000.367445	SIT Team Donations	$740.20
	0546.0000.367447	Animal Transport Donations	$952.10
	0546.0000.367448	Kitten Care Donations	$1,980.00
	0546.0000.370150	Sales of Pet Care Products	$1,442.86

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2022 09:18 AM
Form Started By: Melanie Denny		Started On: 09/19/2022 01:00 PM
Final Approval Date: 09/21/2022		

Commissioners Court - Regular Session **38.**

Meeting Date: 09/27/2022

2013 Road 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 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $150,000 from P271 (Seward Junction SE) and $150,000 from P274 (Seward Junction SW) to P277 (CR 258 Extension).

Background

The attached memo provides more detail on the funds being transferred.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2022 09:19 AM
Form Started By: Tomika Lynce		Started On: 09/19/2022 04:24 PM
Final Approval Date: 09/21/2022		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

September 14, 2022

Re: 2013 Road Bond Project Budget Adjustment

Dear Ms. Lynce,

Please process the following 2013 Road Bond budget adjustment:

- Move $150,000.00 from P271 Seward Junction SE to P277 CR 258;
- Move $150,000.00 from P274 Seward Junction SW to P277 CR 258.

If you have any questions, please let me know.

Thank you

Michael J. Weaver

Cc: Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **39.**

Meeting Date: 09/27/2022

Paloma Lake MUD #1 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 Paloma Lake Municipal Utility District #1 for off duty contracting of County Sheriff Deputies to be effective October 1, 2022.

Background

This renewal agreement gives permission for Paloma Lake MUD #1 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

Paloma Lake MUD #1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/19/2022 01:01 PM
Form Started By: Starla Hall		Started On: 09/15/2022 02:21 PM
Final Approval Date: 09/19/2022		

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 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: Paloma Lake Municipal Utility District No. 1

Signature: _____

Printed Name: Dallas Kelley-Kerr

Title: President, Board of Directors

Date: September 14, 2022

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 15, 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 **40.**

Meeting Date: 09/27/2022

Fellowship Church Vehicle Reimbursement 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 Vehicle Reimbursement Agreement with Fellowship Church for off duty contracting of County Sheriff Deputies to be effective October 1, 2022 (Traffic control and security during various church services in Round Rock).

Background

This is the annual renewal agreement that will give permission for Fellowship Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on October 1, 2022 and will terminate on September 30, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fellowship Church

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2022 09:16 AM
Form Started By: Starla Hall		Started On: 09/19/2022 10:45 AM
Final Approval Date: 09/21/2022		

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

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

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

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

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

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 1st, 2022 and shall terminate on September 30, 2023 Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

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

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

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA:	At the address set forth on signature page below.
COUNTY:	Williamson County Auditor's Office Attn: Finance Director 710 Main Street, Suite 301 Georgetown, Texas 78626

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

[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

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

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: The Fellowship Church

Signature: Omar J. Garcia

Printed Name: OMAR J. GARCIA

Title: Elder

Date: Sept 15, 2022

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: September 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[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____ _____, 20____

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

Commissioners Court - Regular Session **41.**

Meeting Date: 09/27/2022

New Standard Agreement with Parkside on the River MUD #1 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 Parkside on the River Municipal Utility District #1 for off duty contracting of County Sheriff Deputies to be effective October 1, 2022.

Background

This is a new agreement for Parkside on the River MUD #1. We currently have a contract with Parkside at Mayfield Ranch that will be renewed on October 1, 2022.

This new agreement will give permission for Parkside on the River 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

Parkside on the River

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2022 09:16 AM
Form Started By: Starla Hall		Started On: 09/19/2022 11:30 AM
Final Approval Date: 09/21/2022		

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 with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on October 1, 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: Parkside on the River Municipal Utility District No. 1

Signature: _____

Printed Name: Christopher Blackburn

Title: President

Date: August 17, 2022

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleeson

Signature of Official: _____

Date: September 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: _____ _____, 2022

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

Commissioners Court - Regular Session **42.**

Meeting Date: 09/27/2022

City National Bank Vehicle Reimbursement 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 Vehicle Reimbursement Agreement with City National Bank for off duty contracting of County Sheriff Deputies to be effective October 1, 2022 (Security for ATM refills in Eastern Williamson County).

Background

This is the annual renewal agreement that will give permission for City National Bank to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on October 1, 2022 and will terminate on September 30, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

City National Bank

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2022 09:22 AM
Form Started By: Starla Hall		Started On: 09/20/2022 03:25 PM
Final Approval Date: 09/21/2022		

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

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

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

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

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

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the Oct 1st, 2022 and shall terminate on September 30, 2023. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

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

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

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA:	At the address set forth on signature page below.
COUNTY:	Williamson County Auditor's Office Attn: Finance Director 710 Main Street, Suite 301 Georgetown, Texas 78626

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

[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

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

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: City National Bank

Signature: Steven Kovar Vice Pres

Printed Name: Steven Kovar

Title: Vice President

Date: Sept. 19, 2022

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: September 20, 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[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____ _____, 20____

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

Commissioners Court - Regular Session **43.**

Meeting Date: 09/27/2022

Taylor Rodeo Association Vehicle Reimbursement 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 Vehicle Reimbursement Agreement with Taylor Rodeo Association for off duty contracting of County Sheriff Deputies to be effective October 1, 2022 (Security/Traffic control for Taylor Rodeo at the Williamson County Expo Center).

Background

This is the annual renewal agreement that will give permission for Taylor Rodeo Association to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on October 1, 2022 and will terminate on September 30, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Taylor Rodeo Association

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2022 09:23 AM
Form Started By: Starla Hall		Started On: 09/20/2022 09:28 PM
Final Approval Date: 09/21/2022		

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

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

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

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

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

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 1, 20 22 and shall terminate on September 30, 20 23. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

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

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

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA:	At the address set forth on signature page below.
COUNTY:	Williamson County Auditor's Office Attn: Finance Director 710 Main Street, Suite 301 Georgetown, Texas 78626

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

[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

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

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Taylor Rodeo Association

Signature: [signature]

Printed Name: Robert Randig

Title: Treasurer

Date: September 19, 2022

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: [signature]

Date: September 20, 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[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____ _____, 20____

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

Commissioners Court - Regular Session **44.**

Meeting Date: 09/27/2022

Oak Grove Cumberland Presbyterian Church Vehicle Reimbursement 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 Vehicle Reimbursement Agreement with Oak Grove Cumberland Presbyterian Church for off duty contracting of County Sheriff Deputies to be effective October 2, 2022 (Security for Revival at the Church in Georgetown).

Background

This is a new agreement that will give permission for Oak Grove Cumberland Presbyterian Church to contract County Sheriff Deputies in a private capacity for their Revival Oct 2-4 and the County to invoice them for deputies' vehicle usage. This agreement will begin on October 2nd and will terminate on September 30, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Oak Grove Cumberland Presbyterian Church

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/21/2022 09:23 AM
Form Started By: Starla Hall		Started On: 09/20/2022 09:51 PM
Final Approval Date: 09/21/2022		

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

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

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

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

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

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 2, 2022 and shall terminate on September 30, 2023. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

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

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

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA:	At the address set forth on signature page below.
COUNTY:	Williamson County Auditor's Office Attn: Finance Director 710 Main Street, Suite 301 Georgetown, Texas 78626

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

[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

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

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: OAK GROVE CPC

Signature: DONALD L. GRASKI

Printed Name: DONALD L. GRASKI

Title: SENIOR ELDER

Date: 9/20 _____, 2022

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: September 20, 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[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____ _____, 20____

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

Commissioners Court - Regular Session **45.**

Meeting Date: 09/27/2022

Approval of Agreement with Firetrol Protection Systems for Fire Alarm Monitoring Service at Parks Department Headquarters for for Parks Department

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving agreement for Fire Alarm Monitoring with Firetrol Protection Systems, Inc. for the Parks Department Headquarters Building and authorizing the execution of the agreement.

Background

Williamson County Parks Department is requesting to enter into an agreement with Firetrol Protection Systems, Inc. for an initial term of one (1) year with option to auto-renew for an additional five (5) years, beginning from the date of award by Commissioners Court for the fire alarm monitoring at the Parks Department Headquarters. Total cost for six (6) years is $2,520.00 with the funding source 0100.0510.004500. Department point of contact is Benita Bonner.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Firetrol Protection Systems Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/22/2022 08:53 AM
County Judge Exec Asst.	Becky Pruitt	09/22/2022 09:40 AM
Form Started By: Gretchen Glenn		Started On: 09/16/2022 03:55 PM
Final Approval Date: 09/22/2022		

FIRETROL
Protection Systems

MONITORING SYSTEM AGREEMENT
Date: September 16, 2022

AGREEMENT between FIRETROL PROTECTION SYSTEMS, INC. (Contractor), a Utah corporation, and the following described customer (Customer):

Customer:
Name: Williamson County Parks & Recreation

Billing Address:
219 Perry Mayfield Blvd.
Leander, TX 78641

Premises:
Name: Williamson County Parks & Recreation
Address 219 Perry Mayfield Blvd.
Leander, TX 78641

Phone: (512)943-1926
Contact: Bonita Bonner
<bbonner@wilco.org>

Systems and Services: Customer hereby requests Contractor to install and provide the following alarm system and/or services at the address specified (the Premises). The system to be installed (the System), U.L. Listed Monitoring Services to be provided (the Services) and the Monitoring Equipment Maintenance (the Maintenance) are more fully described in the following Schedules and Contractor agrees to do so based on the terms and conditions and charges of this Agreement as specified below:

SYSTEM EQUIPMENT:

☒ Fire Alarm Monitoring Equipment ……$420.00

Description: Two POTS Lines

☐ Fire Sprinkler Monitoring Equipment ……
Description:_____

☐ Elevator Monitoring Equipment ……
Description: _____

U.L. Listed Monitoring Service		Quantity		Contract Length	
☒ Fire Alarm Monitoring Service	1	@ 12 Months	$35.00	Auto Renewal	$420.00
☐ Fire Sprinkler Monitoring Service		@ 12 Months			
☐ Elevator Monitoring Service		@ 12 Months			
☐ Security Monitoring Service		@ 12 Months			

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FIRE PROTECTION AND LIFE SAFETY SPECIALISTS
TX. Licenses: [redacted]

Payment for Service: Customer agrees to pay Contractor annually for on-going monitoring payable annually and continuing for **12 months** which is the term of this Agreement as indicated above. [redacted] **monitors Account** [redacted]

Renewal Terms and Expiration: This Agreement shall remain in force for an initial term of **12 months** from the date the System is installed and becomes operative, or the date of execution of this Agreement, whichever is later. It shall be automatically renewed for consecutive terms of one year, for up to five years, unless one party gives written notice to the other at least 30 days prior to the end of the then current term of its intent to allow this Agreement to expire at the end of such term.

Billings and Payment Terms:

☒ Annual Payments: Invoices will be sent to the customer at the address indicated above for monthly service on an annual basis.

ADDITIONAL TERMS AND CONDITIONS:

- *No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.*
- *Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.*
- *Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.*
- *Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.*
- *Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.*
- *Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.*
- *Right to Audit: Contractor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Customer shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Contractor reasonable advance notice of intended audits.*

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1. Limitation of Contractor's Liability. It is understood that Contractor is not an insurer, that insurance, if any, is to be obtained by Customer independent of Contractor and this Agreement; and that the amounts payable to Contractor hereunder are based upon the value of the System and the Services and upon the scope of liability as herein set forth and are unrelated to the value of Customer's property or the property of others located at Customer's Premises. Contractor can give no assurance and makes no guarantee or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that the System or Services supplied will avert or prevent burglary, fire, or other occurrences, or their related consequences, that the System or Services are designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of Contractor to perform any of its obligations hereunder. Customer does not desire this Agreement to provide for full liability of Contractor and agrees that Contractor shall be exempt from liability for loss, damage, or injury due directly or indirectly to occurrences, or their related consequences, that the System or Services are designed to detect; that if Contractor should be found liable for loss, damage, or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual charge for Services provided to the Premises or $250.00 (whichever is greater) as the agreed upon damages and not as a penalty, as the exclusive remedy; and that the provisions of this paragraph shall apply if loss, damage or injury regardless of cause or origin, results directly or indirectly to person or property from the performance or nonperformance of obligations imposed by this Agreement or from negligence, active or otherwise, of Contractor, its agents or employees. No suit or action shall be brought against Contractor more than one year after the accrual of the cause of action therefor. It is further agreed that the limitations of liability expressed herein shall inure to the benefit of and apply to all shareholders, parents, and subsidiaries of Contractor and all other companies or persons affiliated with Contractor hereunder by assignment. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, that department or other organization may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization.

IF CUSTOMER WISHES CONTRACTOR TO ASSUME A GREATER LIABILITY HEREUNDER THAN SPECIFIED ABOVE, CUSTOMER SHALL NOTIFY CONTRACTOR OF THAT FACT AND CONTRACTOR SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE MAXIMUM AMOUNT OF ADDITIONAL LIABILITY ASSUMED AND THE ADDITIONAL AMOUNT PAYABLE BY CUSTOMER FOR THE ASSUMPTION BY CONTRACTOR OF SUCH GREATER MAXIMUM AMOUNT OF LIABILITY. SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED AS MAKING CONTRACTOR AN INSURER.

Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in the protected Premises, and for protecting against losses to his own property or the property of others in the protected Premises, Customer agrees to list Contractor as additional insured on all insurance policies in effect at the above Premises. If Customer does not so list Contractor as an additional insured, Customer shall indemnify and hold harmless Contractor, its employees and agents, from and against all claims, lawsuits, and losses, including attorney's fees, by persons not a party to this Agreement, relating to the System or Services provided under this Agreement.

2. Limited Warranty. If Customer has purchased the system from Contractor, Contractor warrants that the equipment of the System will be free from defects in material and workmanship for a period of 90 days from the date the System is placed into operation. If, during this 90-day period, any equipment proves to be defective, it will be repaired or replaced, at Contractor's sole option, free of charge. This warranty does not apply (a) to any defect caused by damage (other than damage resulting from a defect) that occurred while the System was in the possession of Customer, including damage resulting from accidents, acts of God, alteration, misuse, tampering, or abuse; (b) to defects resulting from Customer's failure to follow operating instructions properly; and (c) to problems due to electrical power or telephone service outage. If Customer calls for service under this limited warranty and upon inspection by Contractor's representative it is found that one or more of the conditions described is the clause (a) through (c) led to the inoperability or apparent inoperability of the System, a charge will be made for the service call whether or not Contractor's representative actually works on the System. Should it be necessary to make actual repairs to the System due to conditions or circumstances not covered by this limited warranty, a charge will be made for such repairs at Contractor's then applicable rates for labor and material. Warranty service will be furnished by Contractor during its normal business hours, 8:00 a m. to 5:00 p m. local time, Monday through Friday, holidays excluded. THIS LIMITED EQUIPMENT WARRANTY DOES NOT APPLY TO ANY SYSTEM OR EQUIPMENT LEASED BY CUSTOMER FROM CONTRACTOR.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER_S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING CONTRACTOR_S NEGLIGENCE, SHALL BE REPAIRED OR REPLACED AS SPECIFIED ABOVE. CONTRACTOR SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY CONTRACTOR, NEGLIGENCE OF CONTRACTOR OR OTHERWISE.

3. Miscellaneous Charges and Increases in Charges. (a) Customer shall pay any federal, state, and local taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the Services provided for herein, including any increase in charges to Contractor for facilities required for transmission of signals under this Agreement.

(b) At Contractor's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either Contractor or Customer is assessed any fine or penalty by any municipality or fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

(c) The monthly service charges for monitoring include telephone company line charges if required. Contractor may increase its monthly charge at any time to reflect any increase in the charges for the Customer facility covered by this Agreement. Customer shall also pay any telephone company toll charges incurred in the operation of the System.

(d) Installation charges set forth herein assume installation will be performed during Contractor's normal working hours and using its own personnel. If Customer requests this installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors because of Customer's requirements, the installation charge is subject to adjustment.

(e) If any governmental agency requires any changes in the System originally installed, Customer agrees to pay for the cost of any such changes.

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TX. Licenses: [redacted]

(f) The prices stated herein for the System and Services to be provided are based upon the number and type of components, type of service specified in the Schedule of Equipment and Service. Should Customer request or require additional equipment protection, devices or services, the final contract price will be adjusted accordingly.

4. Further Obligations of Customer. (a) Customer, at its own expense, shall supply appropriate uninterruptable AC electric power, outlets for such power, located according to Contractor's requirements, and telephone company interconnection jacks, if required.

(b) Customer shall not tamper with, altar, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by Contractor, nor shall Customer permit the same to be done by others. If any work is required to be performed by Contractor, by Customer's breach of the foregoing obligations, Customer will pay Contractor for such work in accordance with Contractor's then current prevailing charges for labor and material.

(c) Customer shall permit Contractor access to the premises for any reason arising out of or in connection with Contractor's rights or obligations under this Agreement.

(d) Should any part of the System be damaged by fire, water, lightning, acts of God, or any cause beyond the control of Contractor, any repairs or replacement shall be paid for by Customer, ordinary wear and tear excepted.

(e) Any claim by Customer for improper installation or a defect in the System shall be made in wiring to the Contractor within 30 days after installation is completed.

(f) Customer represents and warrants the Customer is the owner of the Premises or, if not, that the owner thereof agrees and consents to the installation of the System on the Premises. Customer shall indemnify and hold Contractor harmless from and against any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Contractor's inability to recover leased system components where Customer moves out of the Premises.

(g) For those premises where Contractor is to provide central station service or remote supervising station service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected by Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Contractor's signaling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the Premises to be protected.

(h) Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's Premises.

5. Further Obligations of Contractor; Limitations. (a) Contractor shall not be held responsible or liable for delay in installation of the System or interruption of Service due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of Contractor, including interruptions in telephone service. Contractor will not be required to supply service to Customer while any such cause continues.

(b) For those Premises where monitoring service is provided, Contractor, upon receipt of an alarm signal from Customer's Premises, shall make every reasonable effort to transmit the alarm promptly to the police or fire department having jurisdictions (except that, to avoid false alarms, Contractor retains the right, in its sole judgment, to first investigate the cause of such signal by either telephoning Customer or dispatching a representative to Customer's Premises to determine whether an emergency condition exists, warranting transmission of the signal to the police or fire department). Contractor shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received, unless instructed to do otherwise by Customer.

(c) In case of possible telephone line trouble detected by Contractor, Contractor shall contact the telephone company and request that they determine the location of the trouble, if unknown to Contractor. When the trouble has been traced to a specific Customer, Contractor will make a reasonable effort to notify Customer of his designated representative. If any service or repair to Customer's equipment becomes necessary, Contractor shall, at Customer's request, dispatch a representative to Customer's premises for the purpose of making the necessary service or repair, which service or repair will be paid for by Customer at Contractor's standard rates unless covered by maintenance services provided by Contractor hereunder. It is understood that the telephone company is not the agent of Contractor, and Contractor shall not be liable for the telephone company's negligent performance or delay in performance.

(d) For those Premises with a direct connection to the municipal police, fire department, or other agency shown, it is mutually understood and agreed that signals transmitted hereunder will be monitored in municipal police and/or fire departments or other locations, and that the personnel of such municipal police and/or fire departments or other locations are not Contractor's agent, nor does Contractor assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

(e) For those Premises where maintenance services are provided, Contractor will bear the expense of all ordinary maintenance and repair of the System due to normal wear and tear. The expense of all extraordinary maintenance and repair due to alterations in Customer's Premises, alterations of the System made at the request of Customer or made necessary by changes in Customer's Premises, damage to the Premises or to the alarm system, or to any cause beyond the control of Contractor, shall be borne by Customer. Customer agrees to furnish any necessary electric current through Customer's meter and at Customer's own expense with an outlet within 10 feet of the System control panel. It is mutually agreed that the work of installation and Contractor's periodic inspections, repairs and tests of the system shall be performed between the hours of 8:00 a m. and 5:00 p m., exclusive of Saturday's, Sundays, and holidays. Maintenance service will not apply to any condition to which the equipment warranty specified in paragraph 2 does not apply. Contractor's obligation relates to the maintenance solely of the specific system owned by Customer and described in this Agreement. Contractor is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of any device or devices of Customer or of others not installed by Contractor. If not contracted for before the expiration of the limited warranty provided in paragraph 2, Contractor will provide maintenance service only after inspecting the System and making any necessary repairs or replacements to the System at a charge to the customer for labor and/or material at Contractor's then prevailing rates.

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FIRE PROTECTION AND LIFE SAFETY SPECIALISTS
TX. Licenses: [redacted]

6. Title to Equipment and Use of Leased Systems. Any equipment installed on Customer's premises that is leased from Contractor shall at all times remain solely the property of Contractor, and Customer agrees not to permit the attachment thereto of any equipment not furnished by Contractor. It is further understood and agreed that Contractor may remove or abandon said System, in whole or in part, upon termination of the lease by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises. Such removal or abandonment shall not be held to constitute a waiver of the right of Contractor to collect any unpaid charges that have accrued hereunder.

7. Termination. (a) Contractor may terminate this Agreement immediately upon written notice in the following circumstances: (i) if Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable; (ii) if Contractor's central station, the telephone line, wires, or Contractor's equipment at Customer's premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; (iii) if Customer fails to follow recommendations made by Contractor for repair or replacement of defective parts of the System not covered under the limited warranty or maintenance service provided for herein, or if Customer's failure to follow operating instructions properly results in an undue number of false alarms, or if the premises in which the System is installed are so modified or altered after installation of the system as to render continuation of service impractical; and (iv) as provided in paragraph 8 relating to assignment.

(b) Customer may terminate this Agreement, in the following circumstances; (i) immediately upon written notice, if Customer's Premises are, by any cause beyond the control of Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such Premises; (ii) as provided on the front page relating to expiration; or (iii) as provided on the front page relating to price increases.

(c) Should Customer default in the payment of his account, Customer shall be responsible for the payment of all fees, including reasonable attorney fees incurred by Contractor in the collection of Customer's account.

(d) Upon termination of this Agreement, Customer shall permit Contractor access to Customer's premises in order to deactivate any telephone line-signaling device.

8. Assignment. This Agreement may be assigned by Customer to any subsequent occupant of the Premises, so long as Contractor receives 30 days advance notice of such assignment, within which the assignment may be accepted or this Agreement may be terminated by Contractor in its sole discretion. No such assignment by Contractor shall relieve Customer from any liability hereunder. This Agreement may be assigned by Contractor to any successor to Contractor's business, in which case Contractor shall be relieved of all liability hereunder. Notwithstanding any assignment of this Agreement by Contractor, the limitations of Contractor's liability contained in paragraph 1 shall continue to apply to Contractor.

9. Entire Agreement. This Agreement, including the attached Schedule of Equipment and Service, constitute the entire agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the Premises covered by this Agreement. In executing this Agreement, Customer is not relying on any advice or advertisement of Contractor. Customer agrees that any representation, promise, condition, inducement, or warranty, express or implied, not included in writing in this Agreement shall not be binding upon either party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing, signed by a duly authorized representative of contractor. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions of any purchase order or other document submitted by Customer. This Agreement shall not become binding on Contractor unless and until approved by a duly authorized representative of Contractor as provided below.

Customer hereby acknowledges that the has read and understands this entire Agreement, including the additional terms and conditions on the back of this page.

FIRETROL PROTECTION SYSTEMS, INC.

NAME Jeff Stratman

TITLE Service Sales

DATE September 16, 2022

ACCEPTED BY:

Authorized
Signature of Customer _____

NAME _____

TITLE _____

DATE _____

4616 W. Howard Ln, Bldg. 7, Suite 700 Austin, TX 78728 Main (512) 687-0115 Fax (512) 687-0120 www firetrol net
FIRE PROTECTION AND LIFE SAFETY SPECIALISTS

Commissioners Court - Regular Session **46.**

Meeting Date: 09/27/2022

Approval of Addendum to IFB #22IFB137 for EMS Medical Supplies with EMS Stryker Sales, LLC for EMS Department

Submitted For: Joy Simonton **Submitted By:** Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Addendum to IFB #22IFB137 for EMS Medical Supplies to support the operations of Williamson County Emergency Medical Services between Williamson County and Stryker Sales, LLC. and authorizing the execution of the agreement.

Background

Stryker is one of the vendors awarded IFB #22IFB137, EMS Medical Supplies, approved by Commissioner's Court on 09.20.22, agenda item #37. Attached is the Purchase and Sale Agreement required by the vendor and approved by Legal, Contract Audit and Budget. Stryker Sales, LLC. was awarded 22 of the 279 bid items. Expenditures for these items will be charged between 01.0100.0540.003307, 01.0100.054.003107, and 01.0100.0540.003200. Funding was approved for the FY23 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Stryker Redacted Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/22/2022 09:00 AM
County Judge Exec Asst.	Becky Pruitt	09/22/2022 09:41 AM
Form Started By: Misty Brooks		Started On: 09/19/2022 03:27 PM
Final Approval Date: 09/22/2022		

Purchase & Sale Agreement

Date:	8/1/2022	**Contract Number**	[redacted]
		Customer Number	[redacted]
Customer	Williamson County EMS	Effective Date	Date of last signature
Contact Name	Contracts Manager	Expiration Date	One year thereafter
Address City, State, Zip	3189 SE Inner Loop Georgetown, Texas 78626- 6388		
		Sales Representative	Heidi McGregor

This Purchase and Sale Agreement ("Agreement") is entered into as of the Effective Date entered above by and between Williamson County, Texas, a political subdivision of the State of Texas ("Customer") and Stryker Sales, LLC ("Stryker").

RECITALS

I. Stryker is engaged in the manufacture and supply of certain medical equipment and accessories "Products").

II. Customer provides healthcare services which, from time to time require the use of Products supplied by Stryker and Customer intends to acquire these Products from Stryker.

III. The parties enter into this Agreement to identify the terms and conditions upon which Stryker will make its Products available to Customer.

NOW, THEREFORE, Customer and Stryker agree as follows:

1. **Terms of Sale.** The purpose of this Agreement is to allow Customer access to Products at discounted pricing, based on Customer's agreement to meet the Conditions set forth in Paragraph 2.

2. **Conditions**. The offer to purchase extended under this Pricing Agreement is conditioned upon Customer purchasing for Products described in Exhibit A from throughout the Term of this Agreement.

3. **Term**. This Agreement begins on the Effective Date and will expire on the Expiration Date listed above. Thereafter, and subject to the provisions below headed, "Termination", this Agreement shall automatically renew from month to month for a period of up to three (3) months. This Agreement will then terminate in its entirety, unless extended by mutual agreement of the Parties.

4. **Pricing**. Stryker extends to Customer an offer to purchase the Products described in Exhibit A at the net prices herein indicated. Not more frequently than annually, Stryker may adjust the prices for Products in an amount not to exceed three percent (3%) of the then-current price.

   Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods covered by this document. Taxes will be invoiced in addition to the price of the Products covered by this document unless Stryker received a copy of a valid exemption certificate prior to delivery.

   Discounts may not be combined with other special terms, discounts, and/or promotions.

5. **Authorized Purchasers.** If Customer is affiliated with certain other facilities involved in the delivery of healthcare services, those facilities are identified in Exhibit C. The parties intend that the terms of this Agreement be extended to the facilities identified in Exhibit C.

6. **Products.** The Products provided under this Agreement are set forth on Exhibit A.

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

6.2. **Minimum Order Quantity.** Stryker requires a minimum order of $200.00.

6.3. **Shipping and Delivery.** Delivery shall be F.O.B.destination, prepaid and added to the invoice. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Customer, Stryker will obtain transportation on Customer's behalf and for the Customer's account. Delivery dates are approximate and governed by the provisions in the paragraph entitled "Delays" below. Freight is prepaid by Stryker and added to Customer's invoice.

6.4. **Inspections.** Within 30 days of receipt of a shipment, Customer shall notify Stryker of any claim for Product damage or nonconformity. Stryker, at its sole option and discretion, may repair or replace a Product to bring it into conformity. Return of any Product by Customer shall be governed by the provisions of paragraph entitled "Returned Product" below. Payment of Stryker's invoice is not contingent on immediate correction of nonconformities.

6.5. **Returned Product.** Stryker will accept the return of any Product under any of the following circumstances:

- the Product is shipped in error;
- the Product is shipped after the Product's expiration date;
- the Product is received by the Customer in a damaged, defective, or nonconforming condition;
- Stryker specifically authorizes the return of the Product; or
- the Product is recalled and must be removed from the market.

Stryker will accept the return of any Product for a full credit if Customer returns the Product to Stryker (a) within 30 working days from the date the Customer receives the Product, or (b) within 30 working days from the date the Customer receives notice of recall, if applicable. Customer acknowledges that Products have varying shelf lives and that certain restrictions and/or restocking charges may apply to Products returned after the applicable 30-day time period.

If Customer desires to return a Product, Customer must call its local Stryker representative or Stryker's regional sales office for information on credit or replacement of any purchased and non-expired Product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the Product to Stryker in its original packaging, unopened, and undamaged, except for Product(s) that are received by in a damaged, defective, or nonconforming condition, which Products may be returned in their existing condition. Stryker will not accept the return of a non-defective and conforming Product if Customer breaks the security seal on the Product.

6.6. **Authorized Distributor.** Customer may make purchases under this Agreement through an authorized distributor. Should Customer elect to use a distributor to make purchases, Customer shall identify the authorized distributor on Exhibit C. On the condition that such distributor agrees in writing to: (i) identify on a purchase order or other written document its purchases for Customer; (ii) to ship such Product(s) only to Customer; and (iii) to otherwise accept the terms of this Agreement, Stryker will extend the terms of this Agreement to the distributor.

6.7. **No Resale**. Customer agrees that Products purchased hereunder will not be resold to third parties or reshipped to any persons or places prohibited by the laws of the United States of America.

7. **Warranty**. The following warranties are the only warranties covering any Product provided under this Agreement.

7.1. Product Warranty. Stryker warrants the Products in accordance with its Limited Warranty which is delivered with each Product sold hereunder to which it applies, current edition attached hereto as Exhibit B. Stryker reserves the right to modify this warranty for future purchases.

7.2. STRYKER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. SPECIFICALLY, AND NOT BY WAY OF LIMITATION, STRYKER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **Right to Audit:** Stryker agrees that the Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Stryker which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Stryker agrees that the Customer shall have access during normal working hours to all necessary Stryker facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Customer shall give Stryker reasonable advance notice of intended audits.
9. **Patent Indemnity**. Upon receipt of prompt notice from Customer and with Customer's authority and assistance, Stryker agrees to defend, indemnify and hold Customer harmless against any claim that the Stryker Products covered by this Agreement directly infringe any United States Patent.

10. **Intellectual Property.** Through the purchase of Stryker Products, Customer does not acquire any interest in any tooling, drawings, design information, computer programming, software or firmware, patents, intellectual property, or copyrighted or confidential information related to the Products. Customer expressly agrees not to reverse engineer or decompile Products or related software and information.

11. **Confidentiality**. The terms of this Agreement are confidential. Neither party shall disclose confidential information to any third party without the prior written consent of the other party, except where such disclosure is required by law.

12. **Product Training and Support**. Stryker will make appropriate training and education available to physicians, nurses and Customer staff regarding the safe and effective use of Stryker's Products as mutually agreed upon by the parties.

13. **Independent Parties**. The relationship between the parties is that of independent contracting parties. Stryker shall have no power to bind or obligate Customer in any manner. Likewise, Customer shall have no power to bind or obligate Stryker in any manner.

14. **Choice of Law.** The rights and obligations of Stryker and Customer related to this Agreement shall be governed by the laws of the state where Customer is headquartered. In the event of a dispute, the other party shall reimburse all costs and expenses incurred by the substantially prevailing party related to enforcement of its rights under this Agreement including reasonable attorneys' fees.

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

16. **Notice**. Any notice to be given by either party to the other must be in writing and may be effected either by personal delivery, delivery by an overnight courier with tracking capability or by United States certified mail, return receipt requested, postage prepaid. Notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice to the other.
17. **Compliance with Federal and State Confidentiality Laws**. Both parties acknowledge their respective obligations under this Agreement to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws and regulations. The parties further acknowledge that Stryker may be obligated to Customer to adhere to the business associate requirements of the Standards for Privacy of Individually Identifiable Health Information ("HIPAA Privacy Regulation") published at Title 45 of the United States Code of Federal Regulations parts 160 and 164.

18. **Compliance with Laws.** The parties agree to comply with their respective obligations under federal, state or other applicable laws or regulations and to properly report the value of any discount or rebate earned or received hereunder, if required.

19. **New Technology Pricing**. As mandated by federal laws and regulations, Stryker does not promote products and/or therapies that have not been approved by the U. S. Food and Drug Administration. Upon commercial release of a new product, Stryker will negotiate with Customer regarding the price for the new product and the addition of the new product to this Agreement or an amendment hereto.

20. **Assignment**. This Agreement and the rights, duties and responsibilities of the parties shall not be assigned to a third party without the prior express written consent of the other, except that Stryker may assign this Agreement without such consent to any person, firm or corporation succeeding to its business and also to any parent, subsidiary or affiliated company of Stryker.

21. **Limitation of Liability**. To the extent authorized under Texas law, Neither party shall be liable to the other party for special, punitive, incidental, consequential or indirect damages in connection with this Agreement or performance hereunder.

22. **Force Majeure**. Neither party shall be liable to the other party in respect of any delay or failure to perform that results from any

event or cause that is beyond the reasonable control of the party obligated to perform including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Stryker's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of contract by either party.

23. **Severability**. If any one or more of the provisions of this Agreement shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

24. **Authority**. The parties represent that they have the authority to enter into this agreement. The parties further represent that the terms of this agreement are not inconsistent with any other contractual obligations, express or implied, that they may have.

25. **Non-waiver.** The failure by one party to take action or to require performance of any provision of this Agreement shall not affect that party's right to take such action or to require such performance at any time thereafter. A waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default

26. **Construction of Agreement.** Each party represents that it has had an opportunity to negotiate and cooperate in the drafting and preparation of this Agreement and no principles of construction shall be applied against either party on the basis that such party drafted this Agreement.

27. **Termination**. Upon written notice, either party may terminate this Agreement upon the occurrence of any of the following events:

    - A material breach of one or more terms of the Agreement by the other Party, and the failure of the breaching party to cure the breach within 30 days of written notice of the breach;
    - The insolvency or bankruptcy of the other party;
    - Thirty (30) days prior written notice to the other party.

28. **Entire Agreement**. Stryker agrees to furnish the Products ordered by Customer subject to the terms of this Agreement which reflect the complete agreement between Stryker and Customer regarding the subject of this Agreement and supersede all of the negotiations, understandings, and representations (if any) made by the parties. None of the terms and provisions of this Agreement may be amended, supplemented, waived or changed orally or by terms contained in any purchase order or other documents submitted by Customer, but only by writing signed by each of the parties.
29. **Signatures**. This Agreement may be executed in multiple originals, each of which shall be deemed an original hereof, and all of which constitute one and the same agreement. This Agreement is also valid if signatures are exchanged by facsimile or electronic mail.

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

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

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

33. **Proprietary Information and Texas Public Information Act.** All material submitted to Williamson County shall become public property and subject to the Texas Public Information Act upon receipt. If a Vendor does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Williamson County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Vendor, Williamson County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Vendor.

34. To the extent, if any, that any provision in an IFB or in the Vendor's Bid or Vendor's Contract is in conflict with Tex. Gov't Code

552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

IN WITNESS WHEREOF, the parties hereby indicate their agreement to the terms of this Agreement by the signatures of their authorized representatives.

Stryker Sales, LLC

By: Jennifer N. Collins

Name: Jennifer N. Collins

Title: Manager, Contracts & Pricing

Date: 9/19/22

Williamson County, TX

By: _____

Name: _____

Title _____

Date: _____

All notices and final executions to: USContracts@stryker.com.

EXHIBIT A

PRODUCT PRICING

	Product	Description	Qty	Sell Price	Total
1.0	6500160000	Base Storage Net	1	$183.16	$183.16
2.0	6082160050	3' Restraint Extender	1	$28.12	$28.12
3.0	6500001430	X-RESTRAINT PACKAGE	1	$185.44	$185.44
4.0	6500001403	X-BUCKLE TONGUE AND STRAP	1	$40.28	$40.28
5.0	6500001402	X-DOUBLE BUCKLE STRAP	1	$38.89	$38.89
6.0	6500001401	SHOULDER RESTRAINT	1	$30.32	$30.32
7.0	11171-000065	Masimo M-LNCSBI, Adult Reusable Soft SpO2 only Sensor. For use with RC Patient Cable.	1	$272.08	$272.08
8.0	21996-000109	Titan III WiFi Gateway	1	$841.32	$841.32
9.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	1	$41.80	$41.80
10.0	11171-000040	Masimo M-LNCSediatric Single Patient Use Adhesive SpO2 only Sensor. Box of 20. For use with RC Patient Cable.	1	$290.32	$290.32
11.0	11160-000011	NIBP Cuff-Reusable, Infant	1	$19.00	$19.00
12.0	11140-000015	AC power cord	1	$67.64	$67.64
13.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	1	$402.04	$402.04
14.0	11141-000115	REDI-CHARGE Base (power cord not included)	1	$1,304.92	$1,304.92
15.0	11140-000052	LP15 REDI-CHARGE Adapter Tray	1	$177.08	$177.08
16.0	11171-000049	Masimo Rainbow DCI Adult Reusable Sp02, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.	1	$520.60	$520.60
17.0	11171-000050	Masimo Rainbow DCIP Pediatric Reusable Sp02, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.	1	$573.04	$573.04
18.0	21300-008147	LIFEPAK 15 NIBP Straight Hose, 9'	1	$67.64	$67.64
19.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	1	$274.36	$274.36
20.0	11220-000028	LIFEPAK 15 Carry case top pouch	1	$49.40	$49.40
21.0	11260-000039	LIFEPAK 15 Carry case back pouch	1	$70.68	$70.68
22.0	11111-000018	ECG Cable, 12-Lead, 5ft. - Trunk cable with AHA limb leads	1	$318.44	$318.44
23.0	11111-000022	ECG Cable, 12-Lead, 6-Wire Precordial Attachment (AHA)	1	$128.44	$128.44
24.0	11240-000032	Strip chart recorder paper, 100mm, 2 rolls/pkg	1	$19.00	$19.00
25.0	11996-000091	Electrode EDGE QUIK-COMBO Adult	1	$31.16	$31.16
26.0	11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	1	$37.24	$37.24
27.0	11113-000004	QUIK-COMBO therapy cable for use w/LIFEPAK 15	1	$332.12	$332.12
28.0	21330-001365	Test load (for use with QUIK COMBO therapy cable)	1	$62.05	$62.05
29.0	11996-000359	Temperature Sensor, Skin Probe, High Dielectric, Disposable (box of 20)	1	$118.56	$118.56
30.0	11576-000047	LUCAS Disposable Suction Cup (12 pack)	1	$427.12	$427.12
31.0	11576-000046	LUCAS Disposable Suction Cup (3 pack)	1	$120.08	$120.08
32.0	11576-000051	LUCAS Patient Wrist Straps (3-pack)	1	$231.80	$231.80
33.0	21576-000074	LUCAS Stabilization Strap	1	$79.04	$79.04
34.0	11600-000030	CODE-STAT 11 Data Review Seat License	1	$2,510.05	$2,510.05
35.0	11171-000065	Masimo M-LNCSBI, Adult Reusable Soft SpO2 only Sensor. For use with RC Patient Cable.	1	$272.08	$272.08

stryker

Limited warranty

Emergency care products

Subject to the limitations and exclusions set forth below, Stryker Medical, a division of Stryker Sales, LLC ("Stryker"), warrants the following products which are purchased from Stryker or authorized resellers for use in the United States of America to be free from manufacturing and material defects under normal service and use for the time periods indicated below. Limited warranty time limits begin on the date of delivery to the first purchaser.*

15 years

- Evacuation chair

8 years

- LIFEPAK® CR2 defibrillator
- HeartSine® samaritan® PAD automated external defibrillator

7 years

- Welds on Stair-PRO® stair chair, Power-PRO™ 2 powered ambulance cot, Power-PRO XT powered ambulance cot, Power-LOAD® powered cot fastener system, Performance-PRO™ XT manual ambulance cot, Performance-LOAD® manual cot fastener system

5 years

- LIFEPAK 15 monitor/defibrillator, used in clinic and hospital settings exclusively (with no use in mobile applications)
- LIFEPAK 20e defibrillator/monitor
- LIFEPAK 1000 defibrillator

3 years

- McGRATH™ MAC video laryngoscope
- Power-PRO XT power train (includes motor pump assembly and hydraulic cylinder assembly)

2 years

- Stair-PRO (parts only)
- Power-LOAD (parts only)
- Performance-PRO XT (parts only)
- Performance-LOAD
- Power-PRO 2
- Power-PRO XT
- Power-PRO IT
- SMRT™ power charger (Power-PRO XT)
- CodeManagement Module®
- LIFEPAK CR2 Trainer
- LIFEPAK 1000 Trainer
- HeartSine samaritan Trainer
- HeartSine Gateway

1 year

- Stair-PRO (parts and labor)
- Power-LOAD (parts and labor)
- Performance-PRO XT (parts and labor)
- MX-PRO® R3 x-frame ambulance cot
- MX-PRO bariatric transport cot
- Expendable components for Power-PRO 2, Power-PRO XT and Performance-PRO XT (i.e. mattresses, nylon restraints, IV poles, storage nets, storage pouches, oxygen straps and other soft goods)
- SMRT power paks
- LIFEPAK 15
- LIFEPAK Certified Pre-Owned defibrillators
- LUCAS® chest compression system (including the LUCAS device with upper part and back plate), carrying case, battery, stabilization strap and patient straps
- LIFEPAK 500T AED Training System
- LIFEPAK CR-T AED Training System
- LIFEPAK 20e internal battery system
- Battery charging systems and power adapters
- Batteries and battery paks, excluding CHARGE-PAK™ battery charger
- MASIMO® SET® Rainbow® reusable sensors
- TrueCPR® coaching device

* First purchaser means the first purchaser or lessee of the products listed above directly from Stryker, through a Stryker corporate affiliate, or from an authorized Stryker reseller, and includes the invoiced purchaser's corporate affiliates, and their respective employees, officers and directors.

180 days

- MASIMO cables and SET SpO_2 sensors

90 days

- CHARGE-PAK charging unit
- LIFEPAK advanced cardiac life support training devices
- Sterilizible internal paddles (one-piece design)
- Installed repair parts
- All other product accessories and disposables

60 days

- XPR™ restraints

30 days

- Internal paddles and paddle handles (two-piece design)

The sole and exclusive remedy for any products that become defective during this period shall be repaired or replaced, such determination being at Stryker's sole discretion. All warranties hereunder are made subject to the proper use by Customer in the application for which such Products were intended. The warranty provided hereunder does not cover any Products (i) that have been misused, subject to abuse or accident; used in contradiction with applicable operating instructions, or used outside of the product's intended environment or setting; (ii) that have been assembled, maintained, modified, refurbished or repaired by anyone other than Stryker or its authorized representatives, in any way which, in the judgment of Stryker, affects its stability and reliability (iii) that have been subjected to unusual stress or have not been properly maintained or (iv) on which any original serial numbers or other identification marks have been removed or destroyed.

Stryker, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Stryker at the purchaser's facility or an authorized Stryker facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Stryker, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

In any event, Stryker's liability shall be limited to the replacement value of any damaged or defective part. **THE EXPRESS WARRANTY SET FORTH IN THIS SECTION IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS SOLD SUBJECT TO THIS AGREEMENT AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE.** THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. STRYKER IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state.

TO OBTAIN PARTS AND SERVICE

Stryker products are supported by a nationwide network of dedicated Stryker Field Service Representatives. These representatives are factory trained, available locally, and carry a substantial spare parts inventory to minimize repair time. Simply call your local representative, or call Stryker Customer Service USA at 1-800-327−0770.

RETURN AUTHORIZATION

Merchandise cannot be returned without approval from the Stryker Customer Service Department. An authorization number will be provided which must be printed on the returned merchandise. Stryker reserves the right to charge shipping and restocking fees on returned items. Special, modified, or discontinued items not subject to return.

DAMAGED MERCHANDISE

ICC Regulations require that claims for damaged merchandise must be made with the carrier within fifteen (15) days of receipt of merchandise. Do not accept damaged shipments unless such damage is noted on the delivery receipt at the time of receipt. Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claim will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the merchandise, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full. Claims for any short shipment must be made within thirty (30) days of invoice.

INTERNATIONAL WARRANTY CLAUSE

This warranty reflects U.S. domestic policy. Warranties outside the U.S. may vary by country. Please contact your local Stryker representative for additional information.

For further information, please contact Stryker at 800.442.1142 (U.S.), or visit our website at strykeremergencycare.com

Emergency Care

Products may not be available in all markets because product availability is subject to the regulatory and/or medical practices in individual markets. Please contact your representative if you have questions about the availability of Stryker's products in your area. Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: CHARGE-PAK, CodeManagement Module, HeartSine, LIFEPAK, LUCAS, MX-PRO, Performance-LOAD, Performance-PRO, Power-LOAD, Power-PRO, samaritan, SMRT, Stair-PRO, Stryker, TrueCPR. Masimo, the Radical logo, Rainbow and SET are registered trademarks of Masimo Corporation. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA 98052
Toll free 800 442 1142
strykeremergencycare.com

Jolife AB
Scheelevägen 17
Ideon Science Park
SE-223 70 Lund
Sweden

Stryker
3800 E. Centre Avenue
Portage, MI 49002 U.S.A.
Toll free 800 784 4336
stryker.com

HeartSine Technologies Ltd.
207 Airport Road West
Belfast, BT3 9ED
Northern Ireland
United Kingdom

Exhibit C
Authorized
Purchasers

Intentionally Omitted

Commissioners Court - Regular Session **47.**

Meeting Date: 09/27/2022

Award RFQ #21RFSQ2 for Design or Engineering Services for Minor County Building Projects to Johnston, LLC for Facilities Management

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 a Professional Services Agreement (PSA) through RFQ #21RFSQ2 for the Jail South Gym Renovation to the most qualified firm, Johnston, LLC, in the amount up to $105,000.00 and authorize execution of the agreement.

Background

Johnston, LLC is recommended for award through RFQ #21RFSQ2 for Design or Engineering Services for Minor County Building Projects on an as-needed basis. This firm is being recommended for this project for their demonstrated experience in the field, positive performance and workload availability. The funding Source is P572 and Angel Nuñez is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Professional Service Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/22/2022 09:41 AM
County Judge Exec Asst.	Becky Pruitt	09/22/2022 09:47 AM
Form Started By: Johnny Grimaldo		Started On: 09/21/2022 11:01 AM
Final Approval Date: 09/22/2022		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Williamson County Jail South Gym Renovation** ("Project")

ARCHITECT/ ENGINEER: **Johnston, LLC** ("A/E")
Rich Elwood, Director of Management
2603 August Dr., Suite 1500
Houston, Texas 77057

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

THIS 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 **renovate the gym in south end of the existing jail;** 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 **One Hundred Five Thousand Dollars ($ 105,000)** 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 **One Thousand Fifty Dollars ($ 1050)**.

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 Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

Johnston, LLC ("A/E")
Rich Elwood, Director of Management
2603 August Dr., Suite 1500
Houston, Texas 77057

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

A/E: **Johnston, LLC** ("A/E")
2603 August Dr., Suite 1500
Houston, Texas 77057

Attention: Rich Elwood, Director of Management

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.

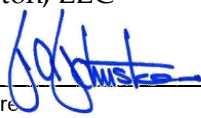
A/E:	**COUNTY**:
Johnston, LLC	Williamson County, Texas
By: 	By: _____
Signature	Signature
Joseph Alan Johnston	_____
Printed Name	Printed Name
President	_____
Title	Title
Date Signed: 09/14/2022	Date Signed: _____

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:

Williamson County Jail
306 W. 4th St.
Georgetown, TX 78626
P572

A/E proposes to provide continuing engineering and architectural services for consulting, design and construction phase services on the Wilco Jail Facility to design modifications of the existing work release space to produce an Interior Finish Out of a New Staff Gym Facility. The scope of the engineering and architectural design, production and construction administrative work will include approximately the following:

- Investigate the existing space to determine the configuration and condition of the existing systems to determine if any can be reused in the new layout.
- Discussions with staff to determine the general layout and features.
- Provide trial layouts of the space and discuss with the stakeholders to obtain approval.
- Develop backgrounds of the layout in CAD format.
- Design plumbing and electrical modifications.
- Determine any change of occupancy code requirements and verify means of egress.
- Produce preliminary design package to obtain approval.

- Obtain Owner provided equipment layout and determine any special power or other requirements.

- Produce Construction Documents with demolition and build-back plans and details including drawings in CAD format and specifications in CSI Masterformat.

- Make any final adjustments to the documents from Owner input.

- Provide TDLR, Elimination of Architectural Barriers plan review and inspection.

- Production of a set of drawings and specifications to adequately describe the work of the Project to perspective bidders and construction contractors.

- Construction Administration services to include:

    - Aid the County in solicitation and evaluation of bids.

    - Response to requests for information.

    - Response and design of request for changes.

    - Review of submittals.

    - Attendance of construction site meetings.

    - Regular site observations and reporting.

    - Review and approval of pay applications.

    - Preparation of punch lists.

    - Verification of completion of punch lists.

    - Review of closeout documents.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Exhibit C – *Production Schedule*. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

C. Prepare a Design Development level cost estimate in a form acceptable to County.

D. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority.

F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. 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:		**$**	**105,000**	100%
100%	**Johnston, LLC**	**$**	**105,000**	
Phase I - SCHEMATIC DESIGN		**$**	**20,000**	19%
	Johnston, LLC	$	20,000	
Phase II - DESIGN DEVELOPMENT		**$**	**22,000**	21%
	Johnston, LLC	$	22,000	
Phase III - CONSTRUCTION DOCUMENTS		**$**	**25,000**	24%
	Johnston, LLC	$	25,000	
Phase IV - REGULATORY REVIEW AND PERMITS		**$**	**-**	0%
	Johnston, LLC	$	-	
Phase V - BIDDING, AWARD, AND EXECUTION		**$**	**8,000**	8%
	Johnston, LLC	$	8,000	
Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**30,000**	29%
	Johnston, LLC	$	30,000	
Phase VII - PROJECT CLOSE-OUT		**$**	**-**	0%
	Johnston, LLC	$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Seven Hundred Thirty (730) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (10) business days minimum.

Agreement Execution Date	**09/20/22**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	10/04/22
30% Plans, Specifications and Estimate deliverables	10/25/22
County written authorization to proceed to next phase	11/08/22
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	11/29/22
County written authorization to proceed to next phase	12/13/22
Phase III - CONSTRUCTION DOCUMENTS	
Site Development Plans application submittal to City	12/29/22
Complete Plans, Specifications and Estimate deliverables	01/30/23
County written authorization to proceed to next phase	02/13/23
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	02/20/23
Plans submittal to TDLR and Permit application submittal to City	02/27/23
Construction Permits received from City	03/29/23

Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	04/05/23
County advertises project for Bid	04/19/23
Contract Award	05/19/23
Phase VI - CONSTRUCTION ADMINISTRATION	
Contractor Notice to Proceed	05/26/23
Construction Substantial Completion	05/25/24
Phase VII - PROJECT CLOSE-OUT	
Record Documents deliverables	06/24/24
Agreement Termination Date	**09/19/24**

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.

Johnston, LLC

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____
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 _____
Signatory Name
the _____ of _____, on behalf of said firm.
Signatory Title Entity Name

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached.

Commissioners Court - Regular Session **48.**

Meeting Date: 09/27/2022

Award RFQ #22RFSQ133 Engineering Services for Seward Junction Loop North of SH 29 at

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFQ #22RFSQ133 Engineering Services for Seward Junction Loop North of SH 29 at Ronald Reagan to LJA Engineering, Inc. in the not-to-exceed amount of $1,000,000.00 and authorize execution of the agreement. Funding Source is P598.

Background

Williamson County sent over four thousand seven hundred (4,700) notifications with ninety-three (93) document takers and six (6) submissions received, to provide engineering services to assist Williamson County staff in the development of Seward Junction Loop north of SH 29 at Ronald Reagan. The firms were evaluated and LJA Engineering, Inc was selected as the highest ranking firm, and a contract was negotiated. The funding source is Long Range Planning P598. The point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Professional Service Agreement

Scoresheet

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/22/2022 10:28 AM
County Judge Exec Asst.	Becky Pruitt	09/22/2022 10:40 AM
Form Started By: Johnny Grimaldo		Started On: 09/21/2022 11:02 AM
Final Approval Date: 09/22/2022		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **LJA Engineering, Inc.** **("Engineer")**
ADDRESS: **7500 Rialto Boulevard, Building II, Suite 100, Austin, Texas 78735**
PROJECT: **22RFSQ133 Seward Junction Loop North of SH29 at US183** **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **one-million Dollars ($1,000,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

LJA Engineering, Inc.
Attn: Kenneth Schrock, P.E.
7500 Rialto Boulevard, Building II, Suite 100
Austin, Texas 78735

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: **LJA Engineering, Inc.**
Kenneth Schrock, PE
7500 Rialto Boulevard, Building II, Suite 100
Austin, Texas 78735

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____



ENGINEER

LJA Engineering, Inc.

By Kenneth G Schrock

Printed Name: Kenneth G. Schrock, PE

Title: Senior Vice President

Date: September 9, 2022

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

LJA Engineering, Inc.
Name of Firm

Kenneth G Schrock
Signature of Certifying Official

Kenneth G. Schrock, PE
Printed Name of Certifying Official

Senior Vice President
Title of Certifying Official

September 9, 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 Kenneth Schrock the Senior Vice President of LJA Engineering, Inc. ,on behalf of said firm.

JULIE DAWN MITCHELL
Notary Public, State of Texas
Comm. Expires 12-22-2025
Notary ID 125213053

Julie Mitchell
Notary Public in and for the
State of Texas

My commission expires: 12-22-25

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Seward Junction Loop North of SH 29 at US 183 Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES



EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

LJA ENGINEERING

Schedule of Hourly Rates

Project Principal	$290
Senior Project Manager	$270
Project Manager	$250
Quality Manager	$240
Senior Engineer	$230
Project Engineer	$190
Design Engineer	$165
Senior Designer	$150
Engineer-in-Training	$142
Designer	$120
Senior Structural Engineer	$230
Structural Engineer	$205
Senior Engineering Technician	$150
Senior CADD Operator	$140
CADD Technician	$110
Utility Coordinator	$130
Senior Utility Coordinator	$160
GIS Analyst/Cartography	$140
GIS Technician	$115
Admin	$85

Direct Expenses

Photocopies B/W (8 1/2" X 11") / each	$0.15
Photocopies B/W (11" X 17") / each	$0.25
Photocopies Color (8 1/2" X 11") / each	$1.00
Photocopies Color (11" X 17") / each	$1.50
Digital Ortho Plotting / sheet	$3.00
Plots (B/W on Bond) / square foot	$2.00
Plots (Color on Bond) / square foot	$5.00
Plots (Color on Photographic Paper) / square foot	$6.00
Color Graphics on Foam Board / square foot	$20.00



CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

2022 LABOR CATEGORIES AND BILLING RATES

Consulting Services

Cultural Resources	Air Quality	Technical Writing/Editing
Environmental Resources	Landscape Architecture	Training/Facilitating
Paleontology	Ecological Restoration	Graphics/Media Production
Scientific Resources	Disaster Recovery	Administrative
Planning Resources	GIS/CADD Resources	

Technician I	$49.00	Specialist IX	$158.00
Technician II	$59.00	Specialist X	$176.00
Specialist I	$71.00	Specialist XI	$193.00
Specialist II	$83.00	Specialist XII	$211.00
Specialist III	$95.00	Specialist XIII	$215.00
Specialist IV	$105.00	Specialist XIV	$225.00
Specialist V	$115.00	Subject Matter Expert I	$215.00
Specialist VI	$127.00	Subject Matter Expert II	$225.00
Specialist VII	$137.00	Subject Matter Expert III	$250.00
Specialist VIII	$147.00	Subject Matter Expert IV	$275.00

Engineering Services

Specialist IV	$115.00	Specialist X	$193.00
Specialist V	$127.00	Specialist XI	$211.00
Specialist VI	$137.00	Specialist XII	$225.00
Specialist VII	$147.00	Subject Matter Expert I	$215.00
Specialist VIII	$158.00	Subject Matter Expert II	$235.00
Specialist IX	$176.00	Subject Matter Expert III	$265.00



McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Drive, Suite 6
Austin, Texas 78731
Office 512/451-8591 Fax 512/451-8791
Email mcgray@mcgray.com

SURVEYOR RATE SCHEDULE
2022 PROFESSIONAL SURVEYING SERVICES

Field crew rates include all equipment and overhead necessary to perform any survey related task. Office rates include all equipment and overhead necessary to do drafting, office computations, and other related office tasks. Fees and charges include complete insurance coverage, taxes, and benefits.

SERVICE	RATE
Conventional Field Crew Services:	
1 man reconnaissance or data gathering	$ 120.00 per hour
2 man survey crew, with vehicle and data collection	$ 165.00 per hour
3 man survey crew, with vehicle and data collection	$ 200.00 per hour
GPS/RTK Field Crew Services:	
GPS/RTK 1 man survey crew, with vehicle and data collection	$ 170.00 per hour
GPS/RTK 2 man survey crew, with vehicle and data collection	$ 215.00 per hour
GPS/RTK 3 man survey crew, with vehicle and data collection	$ 250.00 per hour
Additional Crew/Rodman	$ 45.00 per hour
Flagger	$ 45.00 per hour

There is a minimum charge of 4 hours for above field crew services (unless otherwise agreed).

Office/Professional/Technical Services:	
Researcher	$ 80.00 per hour
Secretarial/Administrative	$ 70.00 per hour
AutoCAD / Survey Technician	$ 92.00 per hour
Senior Technician	$ 98.00 per hour
LIDAR Technician	$ 98.00 per hour
GPS Processing	$ 108.00 per hour
Field Coordinator	$ 98.00 per hour
Project Manager	$ 165.00 per hour
RPLS	$ 145.00 per hour
Principal	$ 190.00 per hour
RPLS - Consulting, Court Testimony, Despositions, etc.	$ 200.00 per hour

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Drive, Suite 6
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Office 512/451-8591 Fax 512/451-8791
Email mcgray@mcgray.com

SURVEYOR RATE SCHEDULE
2022 PROFESSIONAL SURVEYING SERVICES

Specialized Equipment:

ATV (All Terrain Vehicle)	$ 65.00 per day
Additional Survey Vehicle	$ 70.00 per day
LiDAR Terrestrial Scanner	$ 100.00 per hour
UAV (Drone) Aerial Mapper	$ 5,000.00 per day
Mobile Mapper	$ 9,000.00 per day

Unusual equipment or additional service providers will be charged at cost.



Judith J. McGray	RPLS, #2093	Joe D. Webber, Jr.	RPLS, #4552
Chris I. Conrad	RPLS, #5623	Kevin Simpson-Schroeder	RPLS, #5306
		Troy Thomas	RPLS, #6130

Exhibit D - Rate Schedule

B2Z Engineering, LLC	
LABOR CATEGORY	**RATE**
Support Manager	$252.83
Quality Manager	$246.66
Engineer (Senior)	$240.50
Engineer (Geotechnical)	$186.56
Engineer (Project)	$197.33
Engineer (Design)	$169.58
Engineer-In-Training	$108.23
Engineer Technician	$94.70
CADD Operator	$79.43
Administrative/Clerical	$68.40
DIRECT EXPENSES	
Geotechnical Field Services	
Mobilization (Drill Rig and Crew)	$475.00/Day
Stand-By Time	$205.00/Hr
Texas Cone Penetration Test (Tex-132)	$6.00/Ea.
Soil Boring / Solid Stem	$38.00/Lf
Soil Boring / Hollow Stem	$38.00/Lf
Soil Boring / Mud Rotary	$38.00/Lf
Mileage (Logger-Soil Tech)	Current IRS Rate
Support Truck (Dodge 3500 flat bed w/ 500 gallon water tank, diesel tank and tools)	$1.75/Mi.
Soil Testing	
Moisture Content Determination - ASTM D2216/Tex-103-E	$12.00/Ea.
Determination of Liquid Limit of Soils - Tex-104-E	$45.00/Ea.
Determination of Plastic Limit of Soils - Tex-105-E	$45.00/Ea.
Determination of Plasticity Index of Soils – Tex-106-E	$45.00/Ea.
Atterberg Limits of Soils - ASTM D 4318	$135.00/Ea.
Bar Linear Shrinkage of Soils - Tex-107-E	$45.00/Ea.
Particle Size Analysis of Soils (Gradation) - ASTM D 422/Tex-110-E	$90.00/Ea.
Material Finer #200 Sieve - ASTM D 1140/Tex-111-E	$60.00/Ea.
Lime Series Testing (PI Relation) - Tex-112-E	$225.00/Ea.
Lime Series Testing (pH Relation) - Tex-121-E (Part III)	$400.00/Ea.
Moisture-Density Relationship (TxDOT) - Tex-113-E /Tex-114-E	$225.00/Ea.
Standard Proctor - ASTM D 698	$225.00/Ea.
Modified Proctor - ASTM D 1557	$225.00/Ea.
Field Density Test (Nuclear) - ASTM D 6938/Tex-115-E	$28.00/Ea.
Determination of Soil pH - Tex-128-E	$70.00/Ea.
Soil-Lime Testing - Tex-121-E (Part I)	$175.00/Ea.
Resistivity of Soils - Tex-129-E	$110.00/Ea.
Sulfate Content of Soils - Tex-145-E	$95.00/Ea.
Organic Content of Soils – Tex-148-E	$60.00/Ea.
Texas Wet Ball Mill (Material Quality) - Tex-116-E	$250.00/Ea.
Triaxial Compression (Dist. Soil & Base) - Tex-117-E	$2,300.00/Ea.
Unconfined Compression-Soil - ASTM D 2166	$55.00/Ea.
Uniaxial Compression-Rock - ASTM D 7012	$65.00/Ea.
Consolidation Test - ASTM D 2435	$600.00/Ea.
Pulverization Gradation – Tex-101-E (Part III)	$100.00/Ea.
Mechanical Grain Analysis ASTM D 6913	$100.00/Ea.
Organic Content Determination (Ignition) ASTM D 2974	$60.00/Ea.
Engineering Review, Evaluation, Management & Administration	
Test Report	$25.00/Ea.



EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Scoring Summary

Active Submissions

	Total	Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Project Manager's Experience/Qualifications with similar projects.	Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design.	Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design.
Supplier	**/ 350 pts**	**Pass/Fail**	**/ 50 pts**	**/ 50 pts**	**/ 50 pts**
LJA Engineering, Inc.	275 pts	Pass	45 pts	40 pts	35 pts
American Structurepoint, Inc.	260 pts	Pass	45 pts	40 pts	35 pts
DE CORP.	260 pts	Pass	45 pts	40 pts	35 pts

	Total	Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Project Manager's Experience/Qualifications with similar projects.	Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design.	Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design.
Supplier	**/ 350 pts**	**Pass/Fail**	**/ 50 pts**	**/ 50 pts**	**/ 50 pts**
Rodriguez Transportation Group	250 pts	Pass	40 pts	35 pts	35 pts
Pacheco Koch Consulting Engineers	250 pts	Pass	40 pts	35 pts	35 pts
H W Lochner, Inc.	250 pts	Pass	45 pts	35 pts	35 pts

	Individuals on Project Team's Experience/Qualifications providing structures planning and/or design.	Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas.	Availability of Project Manager, task leads, and relevant staff and their previous performance on Williamson County projects.	Understanding of the project.
Supplier	**/ 50 pts**	**/ 50 pts**	**/ 50 pts**	**/ 50 pts**
LJA Engineering, Inc.	35 pts	40 pts	40 pts	40 pts
American Structurepoint, Inc.	35 pts	40 pts	30 pts	35 pts
DE CORP.	35 pts	40 pts	30 pts	35 pts
Rodriguez Transportation Group	35 pts	40 pts	30 pts	35 pts
Pacheco Koch Consulting Engineers	35 pts	40 pts	30 pts	35 pts
H W Lochner, Inc.	35 pts	40 pts	30 pts	30 pts

September 2, 2022

Ms. Joy Simonton, Purchasing Agent
Williamson County
100 Wilco Way, Suite P101
Georgetown, TX 78626

Re: Recommendation for 22RFSQ133 Seward Junction Loop North of SH 29 at US 183

Dear Joy,

Based on the attached supporting documentation for the Engineering Services for Seward Junction Loop project, the Evaluation Committee recommends the selection of LJA Engineering, Inc. Which was the top ranked firm from the evaluation process.

Six firms were evaluated on August 31, 2022 by the following Evaluation Committee:

Cynthia Long, County Commissioner, Precinct Two
Robert B. Daigh, P.E., Senior Director of Infrastructure
Kon Kwan, P.E., Supervising Engineer

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Robert B. Daigh

Robert B. Daigh, P.E.
Senior Director of Infrastructure

Williamson County
3151 S.E. Inner Loop
Georgetown, TX 78626
512.943.3330

Commissioners Court - Regular Session **49.**

Meeting Date: 09/27/2022

Award of RFQ #22RFSQ134 Engineering Services for Development of Schematic

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFQ #22RFSQ134 Engineering Services for Development of Schematic for Chandler Road from SH130 to SH95 to BGE, Inc, and DEC Central Texas LLC in the not-to-exceed amount of $1,000,000.00 each and authorize execution of the agreements. Funding Source is P600.

Background

Williamson County sent over four thousand seven hundred (4700) notifications with seventy-eight (78) document takers and eight (8) submissions received, to provide engineering services to assist staff in the development of Schematic for Chandler Road from SH130 to SH95. The firms were evaluated and BGFE, INC DEC Central Texas LLC were selected as the highest ranking firms, and contracts were negotiated. The funding source is Long Range Planning- P600, and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BGE CONTRACT

DEC CONTRACT

Scoresheet

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/22/2022 10:38 AM
County Judge Exec Asst.	Becky Pruitt	09/22/2022 10:40 AM
Form Started By: Johnny Grimaldo		Started On: 09/21/2022 11:03 AM
Final Approval Date: 09/22/2022		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **BGE, INC.** **("Engineer")**
ADDRESS: **101 West Louis Henna Blvd, Suite 400, Austin, Tx 78728**
PROJECT: **22RFSQ134 Chandler Corridor Segment 2 (CR101/Corridor E to SH95)**
("Project")

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **one-million Dollars ($1,000,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Wesley Jasek, P.E._____
BGE, Inc._____
101 West Louis Henna Blvd, Suite 400___
Austin, _Tx___ _78728___

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: **BGE, Inc., Attn: Wesley Jasek, P.E.**
101 West Louis Henna Blvd, Suite 400
Austin, Tx 78728

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject

matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____



9/19/2022

ENGINEER

BGE, Inc.

By Wesley E. Jasek, P.E.

Printed Name: Wesley E. Jasek, P.E.

Title: Senior Vice President

Date: September 16, 2022

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

BGE, Inc.
Name of Firm

Wesley E. Jaser, P.E.
Signature of Certifying Official

Wesley E. Jaser, P.E.
Printed Name of Certifying Official

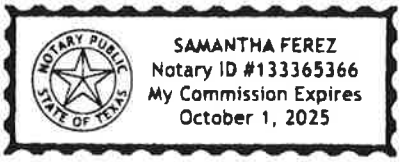
Senior Vice President
Title of Certifying Official

September 16, 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 Wes Jasek _____ the Ile of September, on behalf of said firm.



Samantha F
Notary Public in and for the
State of Texas

My commission expires: Oct / 01 / 25

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Chandler Corridor Segment 2 (CR101/Corridor E to SH 95) Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES



EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT D - RATE SCHEDULE

Chandler Rd Corridor – Segment 2

BGE, Inc.	
CATEGORY	**RATE**
Principal/ Director	$310.00
Senior Project Manager	$275.00
Project Manager	$255.00
QC Manager	$285.00
Senior Engineer	$250.00
Project Engineer	$215.00
Design Engineer	$175.00
Graduate Engineer	$140.00
Senior Structural Engineer	$295.00
Senior Engineer Technician	$195.00
Engineer Technician	$138.00
Environmental QA/QC Manager	$270.00
Environmental Planner - Senior	$240.00
Environmental Planner	$125.00
Archeologist	$152.00
GIS Technician – Senior	$235.00
GIS Technician	$135.00
Utility Coordinator	$200.00
RPLS – Task Lead	$197.00
Survey Technician	$105.00
Survey Field Crew	$175.00
Survey Field Crew	$225.00
Administrative/Clerical	$102.00
ROW Documents (Per Parcel)	$5,800.00

DIRECT EXPENSES (All Consultants)	
Standard Postage (Current Postal Rate)	Current Rate
Overnight Mail -letter size	At Cost
Overnight Mail – oversized box	At Cost
Courier Services	At Cost
Certified Letter Return Receipt	At Cost
Photocopies B/W (8.5x11)	$0.15
Photocopies B/W (11x17)	$0.25
Photocopies Color (8.5x11)	$1.00
Photocopies Color (11x17)	$1.25
Foam Board Exhibit (36x48)	$100.00
Color Graphics on Foam Board	$18.00
Presentation Boards – up to 48”x60” color mounted	$200.00
Outside Printing – Reports (includes labor and supplies)	$50.00
Report Binding and Tabbing (includes labor and supplies)	$15.00
Reproduction of CD/DVD	$5.00
CD’s/DVD’s	$1.00
Cardstock Color (8.5”x11”)	$0.50
Notebooks	$10.00
4:x5: Digital Color Print	$0.50
Bond Paper Plot (Blueline/Blackline)	$.25
Card Stock Color (8.5x11)	$1.10
Blueline Prints (23x36)	$0
Plots (B/W on Bond)	$1.00
Plots (Color on Bond)	$2.50
Plots (Color on Photographic Paper)	$9.00
Laminations	$5.00
Lodging/ Hotel (Taxes/fees not included)	Per Vendor Reimbursement Policy
Lodging/Hotel (Taxes and fees)	Per Vendor Reimbursement Policy
Meals (excluding alcohol & tips)	Per Vendor Reimbursement Policy
Mileage	Current Rate
Rental Car (includes taxes and fees; insurance cost will not be reimbursed)	Per Vendor Reimbursement Policy

Toll Charges	Per Vendor Reimbursement Policy
Air Travel	Per Vendor Reimbursement Policy
Oversize, special handling or extra baggage airline fees	At Cost
Parking	Per Vendor Reimbursement Policy
Rental Car Fuel	Per Vendor Reimbursement Policy
Taxi/Cab Fare	Per Vendor Reimbursement Policy
Materials and Shipping	$35.00
Historical Aerial Images (Photographs, Negatives, Maps)	$125.00
Aerial Photographs (1" = 5' scale)	$125.00
Tx Parks and Wildlife Data Request Fees	At Cost
FEMA FIS Backup Data Request	$400.00
FEMA Maps	$25.00
Hazardous Materials Database Search	$750.00
Curator (Drawer & Tx Archaeological Research Lab for artifacts & reports	$3,640.00
Maps and Map Records	$100.00
Environmental Database Search	$900.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc)	$40.00
TARL Curation Fee	$500.00
Property Record Fees (Courthouse and Courthouse Direct Record Fees)	$50.00
Railroad – Flagger (service provided by RR)(day)	$1,500.00
Railroad – Insurance in addition to STD minimum Required (Minimum coverage of $1 Million required by RR	$3,500.00
Railroad – Permit	$2,500.00
Railroad – Safety Training (if required – Heavy Rail Safety Training Certificate, includes classroom training and employee certification card)	$525.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Small Project (includes labor, equipment and fuel)	$2,300.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Medium Project (includes labor, equipment and fuel)	$2,850.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Large Project (includes labor, equipment and fuel)	$5,150.00
Attenuator trucks (lane/shoulder closure) (includes labor, equipment and fuel	$1,600.00

Attenuator trucks (no lane closures) (includes labor, equipment and fuel)	$1,600.00
Flashing Arrow Board	$600.00
Portable Message Board	$500.00
Law Enforcement/Uniform Officer with Vehicle	At Cost
Geosearch Data Report	$1,000.00
GPS Daily Rental	$50.00
GPS Receiver (rates applied to actual time GPS units are in use)	$50.00
Hydrographics Sonar Equipment	$1,000.00
Maps Records	$6.00
Certified Deeds Copies	$5.00
GPS RTK (rates applied to actual time GPS units are in use)	$30.00
GPS Static (rates applied to actual time GPS units are in use)	$30.00
Fathometer	$100.00
Type II ROW Monument – Excavated/Drilled rocks, rocky soil. 2-4 inch depth (includes crew time, equipment, materials, rentals & labor). Brass Marker supplied by TxDOT	$240.00
Type II ROW Monument – Poured 2-3 Feet (includes One Call, crew time equipment, materials, rental, labor) Brass Marker supplied by TxDOT	$300
Noise Meter Rental	$800 Per Each
Hazardous Materials Database Search	$1,480 Per Each

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT D - RATE SCHEDULE

Chandler Corridor – Segment 2

Halff & Associates	
CATEGORY	**RATE**
Project Manager	$268.00
Quality Manager	$246.00
Senior Engineer	$235.00
Project Engineer	$193.00
Design Engineer	$155.00
EIT	$126.00
Admin	$86.00

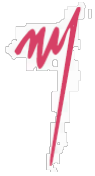


EXHIBIT D - RATE SCHEDULE

Chandler Corridor – Segment 2

The Estes Group, LLC	
CATEGORY	**RATE**
Project Principal	$300.00
Project Manager	$275.00
Senior Engineer	$250.00
Project Engineer	$200.00
Design Engineer	$175.00
Engineer In Training	$140.00
Engineering Technician	$125.00
Admin/Clerical	$100.00

EXHIBIT D - RATE SCHEDULE

Chandler Corridor – Segment 2

SAM, LLC	
CATEGORY	**RATE**
Principal	$225.00
RPLS Project Manager	$190.00
RPLS Task Leader	$165.00
Senior Survey Technician	$115.00
Survey Technician	$100.00
2-Person Survey Crew	$165.00
3-Person Survey Crew	$215.00
Field Coordinator	$125.00
Administration/Clerical Support	$70.00
Geospatial Senior Project Manager	$215.00
Geospatial Project/Acquisition Manager	$190.00
Pilot	$205.00
Two (2) Person UAS Crew – Unmanned Pilot & Observer	$215.00
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	$325.00
Photogrammetrist / Project Lead	$125.00
Acquisition / Calibration / Aerial Triangulation Technician	$115.00
LiDAR / Photogrammetry Technician	$100.00
SUE Sr. Project Manager	$205.00
SUE Project Manager	$189.00
Sr. Engineer (PE)	$165.00
Engineer	$140.00
Phase Manager	$130.00
Senior Utility Coordinator	$190.00
Utility Coordinator	$151.00
Field Coordinator/Supervisor	$135.00
Sr. Engineer Tech	$120.00
Engineer Tech	$100.00
1 man Designating Crew	$100.00
2 man designating Crew	$185.00

DIRECT EXPENSES (SAM, LLC)	
Ground Target	$25.00 each
Primary Control Monument (Materials/Supplies)	$90.00 each
Aerial LiDAR System 1560II (Equipment Only)	$1,300.00 per hour
Aerial LiDAR System Riegl 480II or 780I (Equipment Only)	$1,000.00 per hour
Mobile Mapping System	$1,000.00 per hour
Terrestrial Scanner	$35.00 per hour
Oblique HD Camera System – Manned Aircraft	$30.00 per hour
Video Camera System – Manned Aircraft	$5.00 per hour
Fixed Wing Twin Engine	$1,300 per hour
Fixed Wing Single Engine	$750.00 per hour
M600 Unmanned Aerial System– Video / Still Photos	$150.00 per hour
M600 UAS Standby – Video / Still Photos	$75.00 per hour
Heavy Lift Unmanned Aerial System – Alta-X / Galaxy / SkyFront LiDAR	$500.00 per hour
Heavy Lift UAS Standby – Alta-X / Galaxy / SkyFront / LiDAR	200.00 per hour
Geospatial Work Station	$15.00 per hour
VAC CREW RATE (includes 1 Unit with 2-Man Crew)	$265.00 per hour
OVERTIME RATE (Weekends & work exceeding 8 hours per day)	$290.00 per hour
MOBILIZATION	$157.00 per hour
BACKFILL MATERIAL (Delivered to site if hydro vac)	Per Vendor Reimbursement Policy
BACKFILL LABOR (includes pneumatic tamping in 6-in lifts)	$89.00 per hour/per man
CHASE TRUCK (required for safety and/or materials)	$21.00 per hour
Ground Penetrating Radar – Push Cart (Adder to Designating Crew Rate)	$13.00 / Hour
Ground Penetrating Radar – Towed (Adder to Designating Crew Rate)	$125.00 / Hour
Specialty Equipment (Sonde, Radio Beacon, Duct Rodder)	$37.00 / Day
Geophysical Locating Equipment	$7.00 / Hour
ATV or Utility Vehicle	$78.00 / Day
Environmental Supplies (Paint, Flags, Lath, Stakes)	$26.00 / Day
Coring Rig	$366.00 / Day
Agency As-built Information (Reproduction) Fees	$10.00 / Copy
Additional Vehicle (Required for safety or materials)	$209.00 / Day
Mobilization/Demobilization Fee (Less than 200 miles)	$600.00 each

Aerial Mapping System Mobilization/Demobilization Fee	$20,000 per project
Aerial GPS/IMU System	$1,200 per project
Photo Lab Digital Image Process	$28.00 per Image

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT D - RATE SCHEDULE

Chandler Corridor – Segment 2

SWCA	
CATEGORY	**RATE**
Subject Matter Expert IV	$275.00
Subject Matter Expert III	$250.00
Subject Matter Expert II	$225.00
Subject Matter Expert I	$215.00
Specialist XIV	$225.00
Specialist XIII	$215.00
Specialist XII	$211.00
Specialist XI	$193.00
Specialist X	$176.00
Specialist IX	$158.00
Specialist VIII	$147.00
Specialist VII	$137.00
Specialist VI	$127.00
Specialist V	$115.00
Specialist IV	$105.00
Specialist III	$95.00
Specialist II	$83.00
Specialist I	$71.00
Technician II	$59.00
Technician I	$49.00

EXHIBIT D - RATE SCHEDULE

Chandler Corridor – Segment 2

AmaTerra Environmental, Inc.	
CATEGORY	**RATE**
Project Manager	$142.00
Architectural Historian/Historian IV	$150.00
Architectural Historian/Historian III	$125.00
Architectural Historian/Historian II	$89.00
Architectural Historian/Historian I	$73.00
Archeologist VI/Sr. Principal Investigator	$136.00
Archeologist V/Principal Investigator/Lab Supervisor	$101.00
Archeologist IV/Project Archeologist	$94.00
Archeologist III/Field Director	$85.00
Archeologist II/Crew Chief	$77.00
Archeologist I/Field Technician	$67.00
GIS Specialist	$115.00
GIS Technician/Illustrator/Drafter	$76.00
Admin.	$107.00
Document Production/Editor	$81.00
Clerical	$66.00



EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **DEC – Central Texas, LLC** **("Engineer")**
ADDRESS: **3409 Executive Center Drive, Suite 129, Austin, Texas, 78731**
PROJECT: **22RFSQ134 Chandler Corridor Segment 1 (SH130 to CR101/Corridor E)** **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **one-million Dollars ($1,000,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Thomas C. Arndt, P.E.
DEC – Central Texas, LLC
3409 Executive Center Drive, Suite 129
Austin, Texas 78731

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County’s technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or “Accepted” shall mean that in the County’s reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer’s negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Thomas C. Arndt, P.E.
DEC – Central Texas, LLC
3409 Executive Center Drive, Suite 129
Austin, Texas 78731

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

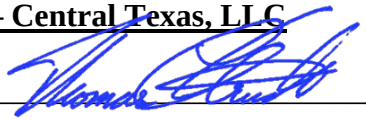
By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

9/14/2022

ENGINEER

DEC – Central Texas, LLC

By 

Printed Name: Thomas C. Arndt, P.E.

Title: Vice President

Date: September 12, 2022

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

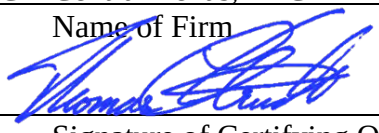
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

DEC – Central Texas, LLC
Name of Firm



Signature of Certifying Official

Thomas C. Arndt
Printed Name of Certifying Official

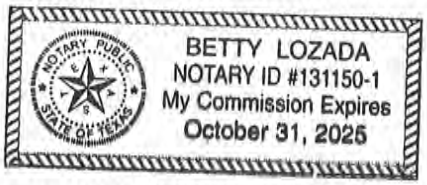
Vice President
Title of Certifying Official

September 12, 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 Thomas C. Arndt the Vice President of DEC - Central Texas, LLC ,on behalf of said firm.



Betty Lozada

Notary Public in and for the
State of Texas

My commission expires: 10-31-2025

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Chandler Corridor Segment 1 (SH 130 to CR101/Corridor E) including interchange at SH 130 Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES



EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

DEC – CENTRAL TEXAS, LLC

TITLE	Hourly Billing Rate
Principal	$338.00
Project Manager	$272.00
Lead Structural Engineer	$271.00
Lead Traffic Engineer	$269.00
QA/QC Engineer	$279.00
Supervising Engineer VI	$297.00
Managing Engineer IV	$256.00
Managing Engineer V	$271.00
Managing Engineer VI	$290.00
Professional Engineer 1	$138.00
Professional Engineer II	$145.00
Professional Engineer III	$168.00
Professional Engineer IV	$217.00
Professional Engineer V	$226.00
Professional Engineer VI	$276.00
Engineer in Training I	$108.00
Engineer in Training II	$120.00
Engineering Associate IV	$134.00
Engineering Technician I	$75.00
Engineering Technician II	$82.00
Engineering Technician III	$89.00
Engineering Technician IV	$97.00
Engineering Technician V	$144.00
Engineering Technician VI	$171.00
CADD Technician I	$63.00
CADD Technician II	$70.00
CADD Technician III	$75.00
CADD Technician IV	$81.00
CADD Technician V	$88.00
CADD Technician VI	$101.00
Administrative Assistant I	$62.00
Administrative Assistant II	$63.00
Administrative Assistant III	$67.00
Administrative Specialist IV	$74.00
Administrative Specialist V	$90.00



DEC Direct Expenses

ITEM	UNIT	COST
Color Rolls	SF	$ 3.30
Mylars - 11 x 17	Each	$ 1.10
B&W Copies - 11 x 17	Sheets	$ 0.17
Color Copies - 11 x 17	Sheets	$ 2.20
Copies - 8 1/2 x11	Sheets	$ 0.07

SWCA ENVIRONMENTAL CONSULTANTS, INC.

TITLE	Hourly Billing Rate
Consulting Services:	
Technician I	$49.00
Technician II	$59.00
Specialist I	$71.00
Specialist II	$83.00
Specialist III	$95.00
Specialist IV	$105.00
Specialist V	$115.00
Specialist VI	$127.00
Specialist VII	$137.00
Specialist VIII	$147.00
Specialist IX	$158.00
Specialist X	$176.00
Specialist XI	$193.00
Specialist XII	$211.00
Specialist XIII	$215.00
Specialist XIV	$225.00
Subject Matter Expert I	$215.00
Subject Matter Expert II	$225.00
Subject Matter Expert III	$250.00
Subject Matter Expert IV	$275.00



TITLE	Hourly Billing Rate
Engineering Services:	
Specialist IV	$115.00
Specialist V	$127.00
Specialist VI	$137.00
Specialist VII	$147.00
Specialist VIII	$158.00
Specialist IX	$176.00
Specialist X	$193.00
Specialist XI	$211.00
Specialist XII	$225.00
Subject Matter Expert I	$215.00
Subject Matter Expert II	$235.00
Subject Matter Expert III	$265.00

SWCA Direct Expenses

ITEM	UNIT	COST
~~Field Supplies~~	~~Day~~	~~$10.00~~
GIS-grade GPS	Day	$70.00
Hand-held GPS	Day	$25.00
Curation	Each	$200.00
Site Forms	Each	$96.00
Copies (B&W)	Sheets	$0.10
Copies (Color)	Sheets	$1.00

Rate removed per 9/20/22 email

These rates do not apply to depositions or testimonies at administrative hearings and trials. Such activities fall under our Expert Witness rates, which vary by state

Overtime is invoiced at 1.2 times standard rates.

Mileage is billed at the IRS mileage rate in place at the time of billing..

MCGRAY & MCGRAY LAND SURVEYORS. INC.

TITLE	Hourly Billing Rate
Conventional Field Crew Services:	
1 man reconnaissance or data gathering	$ 120.00
2 man survey crew, with vehicle and data collection	$ 165.00
3 man survey crew, with vehicle and data collection	$ 200.00
GPS/RTK Field Crew Services:	
GPS/RTK I man survey crew, with vehicle and data collection	$ 170.00
GPS/RTK 2 man survey crew, with vehicle and data collection	$ 215.00
GPS/RTK 3 man survey crew, with vehicle and data collection	$ 250.00
Additional Crew/Rodman	$ 45.00
Flagger	$ 45.00

Minimum charge of 4 hours for above field crew services (unless otherwise agreed).

Office/Professional/Technical Services:	
Researcher	$ 80.00
Secretarial/ Administrative	$ 70.00
AutoCAD I Survey Technician	$ 92.00
Senior Technician	$ 98.00
LIDAR Technician	$ 98.00
GPS Processing	$ 108.00
Field Coordinator	$ 98.00
Project Manager	$ 165.00
RPLS	$ 145.00
Principal	$ 190.00
RPLS -Consulting, Court Testimony, Despositions, etc.	$ 200.00



Specialized Equipment:

ATV (All Terrain Vehicle)	$ 65.00 per day
Additional Survey Vehicle	$ 70.00 per day
LiDAR Terrestrial Scanner	$ 100.00 per hour
UAV (Drone) Aerial Mapper	$ 5,000.00 per day
Mobile Mapper	$ 9,000.00 per day

Unusual equipment or additional service providers will be charged at cost.

CORSAIR CONSULTING, LLC.

TITLE	Hourly Billing Rate
Senior Project Manager	$ 229.09
Project Engineer	$ 146.36
Engineer in Training	$ 95.45
Admin/Clerical	$ 58.24



Corsair Direct Expenses

ITEM	COST	UNIT
Field Services:		
Mobilization and demobilization	$ 450.00	each
Drill truck, water truck and crew	$ 8.00	mile
Drilling & sampling w\3-inch, thin-walled tube, continuous to 10 ft, 5 ft intervals thereafter	$ 25.00	foot
Continuous drilling & sampling w\3-inch, thin -walled tube sampler or split-spoon	$ 39.00	foot
TxDOT cone penetration tests	$ 34.00	each
Excessive time gaining access to boring locations	$ 245.00	hour
Traffic control	$ 2,800.00	day
Laboratory Testing:		
Natural Moisture Content	$ 19.00	each
Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	$ 75.00	each
Percent Passing No. 200 Sieve (TEX-111-E)	$ 50.00	each
Moisture Density Relationship (ASTM D 698), (ASTM D 1557), (TEX-113-E), (TEX-114-E)	$ 275.00	each
Soluble Sulfates (TEX-145-E)	$ 90.00	each
Soil pH (TEX-128-E)	$ 70.00	each
Soil-Lime pH Series (6 points, TEX-121-E, Part III)	$ 750.00	set
Pressure Swell Test	$ 175.00	each
Unconfined Compression Test, Soil	$ 65.00	each
Consolidation Test, 7-load Increments	$ 850.00	each
Box Resistivity of Soils (TEX-129-E)	$ 115.00	each
Swell or Settlement Potential-Cohesive Soil (ASTM D 4546)	$ 275.00	each
Organic Content (ASTM D 2974)	$ 72.00	each

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

EVALUATION - Chandler Road
RFQ 22RFSQ134
DATE: 08.31.2022

Evaluation Criteria	Maximum Score Points	American Structurepoint	BGE Inc	DEC Central Texas	HW Lochner Inc	Huitt-Zollars	JMT	LJA Engineering	Seiler Lankes Group
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Project Manager's Experience/Qualifications with similar projects	50	35	40	40	40	35	35	35	35
Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design	50	35	40	40	35	35	35	40	35
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design	50	35	35	30	20	35	30	35	35
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design	50	35	40	40	40	40	40	40	40
Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas	50	35	35	35	35	35	35	35	35
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	50	20	45	30	30	20	30	20	20
Understanding of project	50	30	40	30	30	30	30	30	30
TOTAL	350	225	275	245	230	230	235	235	230

[redacted]

September 7, 2022

Ms. Joy Simonton, Purchasing Agent
Williamson County
100 Wilco Way, Suite P101
Georgetown, TX 78626

Re: Recommendation for 22RFSQ134 Engineering Services for Chandler Road from SH 130 to SH 95

Dear Joy,

Based on the attached supporting documentation for the Engineering Services for Chandler Road project, the Evaluation Committee recommends the selection of BGE, Inc. and DEC – Central Texas, LLC. Which were the top ranked firms from the evaluation process.

Eight firms were evaluated on August 31, 2022 by the following Evaluation Committee:

Russ Boles, County Commissioner, Precinct Four
Robert B. Daigh, P.E., Senior Director of Infrastructure
Kon Kwan, P.E., Supervising Engineer

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Robert B. Daigh

Robert B. Daigh, P.E.
Senior Director of Infrastructure

Williamson County
3151 S.E. Inner Loop
Georgetown, TX 78626
512.943.3330

Commissioners Court - Regular Session **50.**

Meeting Date: 09/27/2022

Award of IFB #22IFB141 CR258 Extension to Joe Bland Construction, L.P. for HNTB

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #22IFB141 CR258 Extension to the lowest and best bidder, Joe Bland Construction, L.P, in the amount of $5,836,754.36. Funding Source is P277.

Background

Williamson County sent out over five thousand (5,000) notifications with eighty-eight (88) document takers and seven (7) submitting bids. The bid(s) have been reviewed and the apparent low bidder, Joe Bland Construction, L.P ., was found to be responsive, and materially balanced. Their lowest bid of $5,836,754.36 is $429,382.37 lower than the Engineers Estimate. The bidding was competitive with the lowest two bidders being within 5.3% of each other. In addition to meeting the bid qualifications subject to being low bidder, Joe Bland Construction, L.P., has completed previous projects for Williamson County. Based on quality of work performed by Contractor and favorable working relationship with the County and its Representatives, it is recommended to award the construction of CR258 Extension 22IFB141 contract to Joe Bland Construction, L.P. Funding Source is P277. Contact is Danette Chamberlin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/22/2022 09:27 AM
County Judge Exec Asst.	Becky Pruitt	09/22/2022 09:42 AM
Form Started By: Gretchen Glenn		Started On: 09/21/2022 09:07 AM
Final Approval Date: 09/22/2022		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

September 20, 2022

Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
CR 258 Extension
Williamson County Project No. 22IFB141
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed and the apparent low bid Joe Bland Construction, L.P. was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	Joe Bland Construction, L.P.	$5,836,754.36
2.	Chasco Constructors	$6,144,644.00
3.	Patin Construction	$6,382,249.25
4.	Smith Contracting	$6,514,420.53
5.	Texas Road	$6,661,622.10
6.	Dan Williams Company	$7,009,308.27
7.	Liberty Civil Construction	$7,453,000.00

The lowest bidder was $429,382.37 lower than the Engineers Estimate. The bidding was competitive with the lowest two bidders being within 5.3% of each other.

In addition to meeting the bid qualifications, Joe Bland Construction, L.P. has successfully completed projects for Williamson County including CR 119 - Limmer Loop to Chandler Rd., CR 176 at RM 2243 Intersection, and Ronald Reagan Blvd. at Santa Rita Ranch. Based on the quality of work performed by the Contractor and favorable working relationship with the County and its Representatives, we concur with the recommendation of the Design Engineer, American Structurepoint, for award of the CR 258 Extension construction contract to Joe Bland Construction, L.P. in the amount of $5,836,754.36.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



Oscar Salazar-Bueno, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
CR 258 Extension
September 14, 2022

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Joe Bland Construction, L.P.	$ 5,836,754.36	1	($429,382.37)	-6.9%	$ -	0.0%
Chasco Constructors	$ 6,144,644.00	2	($121,492.72)	-1.9%	$ 307,889.65	5.3%
Patin Construction	$ 6,382,249.25	3	$116,112.53	1.9%	$ 545,494.90	9.3%
Smith Contracting	$ 6,514,420.53	4	$248,283.81	4.0%	$ 677,666.17	11.6%
Texas Road	$ 6,661,622.10	5	$395,485.38	6.3%	$ 824,867.75	14.1%
Dan Williams Company	$ 7,009,308.27	6	$743,171.55	11.9%	$ 1,172,553.92	20.1%
Liberty Civil Construction	$ 7,453,000.00	7	$1,186,863.28	18.9%	$ 1,616,245.65	27.7%

Williamson County Road Bond Program
CR 258 Extension
September 14, 2022

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Joe Bland Construction, L.P.		Chasco Constructors		Patin Construction		Smith Contracting		Texas Road		Dan Williams Company		Liberty Civil Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	38.0	STA	$ 12,600.00	$ 478,800.00	$ 1,270.00	$ 48,260.00	$7,500.00	$ 285,000.00	$ 7,300.00	$ 277,400.00	$ 5,500.00	$ 209,000.00	$ 6,000.00	$ 228,000.00	$ 15,000.00	$ 570,000.00	$ 4,000.00	$ 152,000.00
2	104-6009	REMOVING CONC (RIPRAP)	208	SY	$ 19.50	$ 4,056.00	$ 19.00	$ 3,952.00	$15.00	$ 3,120.00	$ 10.00	$ 2,080.00	$ 45.00	$ 9,360.00	$ 50.00	$ 10,400.00	$ 15.00	$ 3,120.00	$ 26.00	$ 5,408.00
3	106-6002	OBLITERATING ABANDONED ROAD	1342	SY	$ 17.00	$ 22,814.00	$ 8.50	$ 11,407.00	$15.00	$ 20,130.00	$ 10.00	$ 13,420.00	$ 9.00	$ 12,078.00	$ 8.00	$ 10,736.00	$ 8.00	$ 10,736.00	$ 10.00	$ 13,420.00
4	110-6001	EXCAVATION (ROADWAY)	20282	CY	$ 10.00	$ 202,820.00	$ 19.00	$ 385,358.00	$18.00	$ 365,076.00	$ 23.00	$ 466,486.00	$ 16.00	$ 324,512.00	$ 10.00	$ 202,820.00	$ 20.00	$ 405,640.00	$ 23.00	$ 466,486.00
5	110-6002	EXCAVATION (CHANNEL)	295	CY	$ 30.00	$ 8,850.00	$ 9.50	$ 2,802.50	$18.00	$ 5,310.00	$ 24.00	$ 7,080.00	$ 25.00	$ 7,375.00	$ 54.00	$ 15,930.00	$ 20.00	$ 5,900.00	$ 41.00	$ 12,095.00
6	132 6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	62069	CY	$ 20.00	$ 1,241,380.00	$ 26.54	$ 1,647,311.26	$21.00	$ 1,303,449.00	$ 34.00	$ 2,110,346.00	$ 31.00	$ 1,924,139.00	$ 30.00	$ 1,862,070.00	$ 30.00	$ 1,862,070.00	$ 33.00	$ 2,048,277.00
7	132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	5684	CY	$ 30.00	$ 170,520.00	$ 36.50	$ 207,466.00	$40.00	$ 227,360.00	$ 33.00	$ 187,572.00	$ 43.00	$ 244,412.00	$ 48.00	$ 272,832.00	$ 50.00	$ 284,200.00	$ 46.00	$ 261,464.00
8	160 WC01	FURNISHING AND PLACING TOPSOIL (4")	53859	SY	$ 2.00	$ 107,718.00	$ 2.50	$ 134,647.50	$1.50	$ 80,788.50	$ 2.00	$ 107,718.00	$ 1.60	$ 86,174.40	$ 5.50	$ 296,224.50	$ 1.85	$ 99,639.15	$ 3.00	$ 161,577.00
9	161 WC01	EROSION CONTROL COMPOST (3")	8425	SY	$ 2.50	$ 21,062.50	$ 9.50	$ 80,037.50	$4.00	$ 33,700.00	$ 6.00	$ 50,550.00	$ 3.25	$ 27,381.25	$ 5.00	$ 42,125.00	$ 4.35	$ 36,648.75	$ 7.00	$ 58,975.00
10	162 WC103	MULCH TOPDRESSING (5")	8425	SY	$ 4.00	$ 33,700.00	$ 1.25	$ 10,531.25	$3.75	$ 31,593.75	$ 5.00	$ 42,125.00	$ 4.35	$ 36,648.75	$ 5.00	$ 42,125.00	$ 0.95	$ 8,003.75	$ 17.00	$ 143,225.00
11	164 WC04	SEEDING FOR EROSION CONTROL (TEMP) (COOL) (TY 4)	28404	SY	$ 0.70	$ 19,882.80	$ 0.75	$ 21,303.00	$0.30	$ 8,521.20	$ 1.00	$ 28,404.00	$ 0.35	$ 9,941.40	$ 0.80	$ 22,723.20	$ 0.30	$ 8,521.20	$ 3.00	$ 85,212.00
12	164 WC05	SEEDING FOR EROSION CONTROL (PERM) (WARM) (TY 5)	53859	SY	$ 0.70	$ 37,701.30	$ 1.00	$ 53,859.00	$0.30	$ 16,157.70	$ 1.00	$ 53,859.00	$ 0.35	$ 18,850.65	$ 1.00	$ 53,859.00	$ 0.30	$ 16,157.70	$ 3.00	$ 161,577.00
13	164 WC10	SEEDING FOR EROSION CONTROL (TEMP) (WARM) (TY 10)	28404	SY	$ 0.70	$ 19,882.80	$ 0.75	$ 21,303.00	$0.30	$ 8,521.20	$ 1.00	$ 28,404.00	$ 0.35	$ 9,941.40	$ 0.30	$ 8,521.20	$ 0.30	$ 8,521.20	$ 3.00	$ 85,212.00
14	166 6002	FERTILIZER	3.36	TON	$ 2,500.00	$ 8,400.00	$ 3,226.00	$ 10,839.36	$2,000.00	$ 6,720.00	$ 1,500.00	$ 5,040.00	$ 2,400.00	$ 8,064.00	$ 1,600.00	$ 5,376.00	$ 2,000.00	$ 6,720.00	$ 3,300.00	$ 11,088.00
15	168 WC01	VEGETATIVE WATERING	1645.4	MG	$ 18.00	$ 29,617.20	$ 22.50	$ 37,021.50	$25.00	$ 41,135.00	$ 10.00	$ 16,454.00	$ 20.00	$ 32,908.00	$ 33.00	$ 54,298.20	$ 22.50	$ 37,021.50	$ 29.00	$ 47,716.60
16	169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	34978	SY	$ 0.85	$ 29,731.30	$ 1.50	$ 52,467.00	$1.60	$ 55,964.80	$ 2.00	$ 69,956.00	$ 1.75	$ 61,211.50	$ 1.50	$ 52,467.00	$ 1.50	$ 52,467.00	$ 1.70	$ 59,462.60
17	247 6044	FL BS (CMP IN PLC)(TY A GR 4)(FNL POS)	6928	CY	$ 55.00	$ 381,040.00	$ 55.50	$ 384,504.00	$50.00	$ 346,400.00	$ 60.00	$ 415,680.00	$ 50.00	$ 346,400.00	$ 67.00	$ 464,176.00	$ 50.00	$ 346,400.00	$ 49.00	$ 339,472.00
18	260 6043	LIME (HYD, COM OR QK)(SLURRY)	338	TON	$ 230.00	$ 77,740.00	$ 209.00	$ 70,642.00	$225.00	$ 76,050.00	$ 200.00	$ 67,600.00	$ 250.00	$ 84,500.00	$ 140.00	$ 47,320.00	$ 250.00	$ 84,500.00	$ 285.00	$ 96,330.00
19	260 6073	LIME TRT (SUBGRADE)(8")	18751	SY	$ 5.00	$ 93,755.00	$ 8.25	$ 154,695.75	$3.25	$ 60,940.75	$ 3.00	$ 56,253.00	$ 3.50	$ 65,628.50	$ 5.50	$ 103,130.50	$ 1.75	$ 32,814.25	$ 3.75	$ 70,316.25
20	310 6001	PRIME COAT (MULTI OPTION)	3465	GAL	$ 5.00	$ 17,325.00	$ 5.40	$ 18,711.00	$4.75	$ 16,458.75	$ 5.25	$ 18,191.25	$ 5.00	$ 17,325.00	$ 11.00	$ 38,115.00	$ 4.40	$ 15,246.00	$ 5.30	$ 18,364.50
21	316 6193	AGGR(TY-D GR-5 SAC-B)	146	CY	$ 195.00	$ 28,470.00	$ 197.00	$ 28,762.00	$170.00	$ 24,820.00	$ 192.00	$ 28,032.00	$ 180.00	$ 26,280.00	$ 180.00	$ 26,280.00	$ 160.00	$ 23,360.00	$ 430.00	$ 62,780.00
22	316 6413	ASPH (AC-15P,HFRS-2P OR CRS-2P)	6535	GAL	$ 5.00	$ 32,675.00	$ 5.30	$ 34,635.50	$4.50	$ 29,407.50	$ 5.00	$ 32,675.00	$ 5.00	$ 32,675.00	$ 4.50	$ 29,407.50	$ 4.25	$ 27,773.75	$ 7.30	$ 47,705.50
23	402 6001	TRENCH EXCAVATION PROTECTION	659	LF	$ 4.00	$ 2,636.00	$ 3.75	$ 2,471.25	$4.00	$ 2,636.00	$ 5.00	$ 3,295.00	$ 3.00	$ 1,977.00	$ 2.50	$ 1,647.50	$ 1.50	$ 988.50	$ 1.15	$ 757.85
24	403 6001	TEMPORARY SPL SHORING	2210	SF	$ 22.00	$ 48,620.00	$ 36.00	$ 79,560.00	$35.00	$ 77,350.00	$ 20.00	$ 44,200.00	$ 35.00	$ 77,350.00	$ 32.00	$ 70,720.00	$ 25.00	$ 55,250.00	$ 2.30	$ 5,083.00
25	420 6007	CL A CONC (FLUME)	4	CY	$ 870.00	$ 3,480.00	$ 668.00	$ 2,672.00	$1,550.00	$ 6,200.00	$ 1,000.00	$ 4,000.00	$ 1,500.00	$ 6,000.00	$ 730.00	$ 2,920.00	$ 750.00	$ 3,000.00	$ 1,585.00	$ 6,340.00
26	423 6008	RETAINING WALL (CAST - IN - PLACE)	74	SF	$ 110.00	$ 8,140.00	$ 175.00	$ 12,950.00	$115.00	$ 8,510.00	$ 100.00	$ 7,400.00	$ 120.00	$ 8,880.00	$ 260.00	$ 19,240.00	$ 150.00	$ 11,100.00	$ 147.00	$ 10,878.00
27	432 6010	RIPRAP (CONC)(CL B)(5 IN)	431	CY	$ 600.00	$ 258,600.00	$ 716.00	$ 308,596.00	$510.00	$ 219,810.00	$ 500.00	$ 215,500.00	$ 485.00	$ 209,035.00	$ 530.00	$ 228,430.00	$ 500.00	$ 215,500.00	$ 905.00	$ 390,055.00
28	432 6029	RIPRAP (STONE COMMON)(GROUT)(8 IN)	6	CY	$ 350.00	$ 2,100.00	$ 676.00	$ 4,056.00	$450.00	$ 2,700.00	$ 100.00	$ 600.00	$ 840.00	$ 5,040.00	$ 830.00	$ 4,980.00	$ 750.00	$ 4,500.00	$ 700.00	$ 4,200.00
29	432 6042	RIPRAP (CONC)(DISSIPATER)	3	CY	$ 2,600.00	$ 7,800.00	$ 965.57	$ 2,896.71	$2,000.00	$ 6,000.00	$ 500.00	$ 1,500.00	$ 2,000.00	$ 6,000.00	$ 1,300.00	$ 3,900.00	$ 1,100.00	$ 3,300.00	$ 2,400.00	$ 7,200.00
30	432 6045	RIPRAP (MOW STRIP)(4IN)	39	CY	$ 600.00	$ 23,400.00	$ 546.00	$ 21,294.00	$750.00	$ 29,250.00	$ 500.00	$ 19,500.00	$ 670.00	$ 26,130.00	$ 900.00	$ 35,100.00	$ 565.00	$ 22,035.00	$ 1,110.00	$ 43,290.00
31	459 6007	GABION MATTRESSES (GALV)(12 IN)	1186	SY	$ 140.00	$ 166,040.00	$ 111.00	$ 131,646.00	$140.00	$ 166,040.00	$ 85.00	$ 100,810.00	$ 135.00	$ 160,110.00	$ 150.00	$ 177,900.00	$ 116.00	$ 137,576.00	$ 120.00	$ 142,320.00
32	462 6006	CONC BOX CULV (5 FT X 2 FT)	40	LF	$ 1,352.00	$ 54,080.00	$ 491.00	$ 19,640.00	$430.00	$ 17,200.00	$ 500.00	$ 20,000.00	$ 500.00	$ 20,000.00	$ 540.00	$ 21,600.00	$ 600.00	$ 24,000.00	$ 445.00	$ 17,800.00
33	462 6008	CONC BOX CULV (5 FT X 4 FT)	161	LF	$ 390.00	$ 62,790.00	$ 588.00	$ 94,668.00	$575.00	$ 92,575.00	$ 650.00	$ 104,650.00	$ 550.00	$ 88,550.00	$ 560.00	$ 90,160.00	$ 550.00	$ 88,550.00	$ 545.00	$ 87,745.00
34	464 6005	RC PIPE (CL III)(24 IN)	316	LF	$ 115.00	$ 36,340.00	$ 95.00	$ 30,020.00	$90.00	$ 28,440.00	$ 100.00	$ 31,600.00	$ 132.00	$ 41,712.00	$ 90.00	$ 28,440.00	$ 110.00	$ 34,760.00	$ 120.00	$ 37,920.00
35	464 6007	RC PIPE (CL III)(30 IN)	438	LF	$ 155.00	$ 67,890.00	$ 167.00	$ 73,146.00	$145.00	$ 63,510.00	$ 130.00	$ 56,940.00	$ 139.00	$ 60,882.00	$ 150.00	$ 65,700.00	$ 120.00	$ 52,560.00	$ 150.00	$ 65,700.00
36	464 6008	RC PIPE (CL III)(36 IN)	613	LF	$ 200.00	$ 122,600.00	$ 162.00	$ 99,306.00	$185.00	$ 113,405.00	$ 170.00	$ 104,210.00	$ 173.00	$ 106,049.00	$ 170.00	$ 104,210.00	$ 150.00	$ 91,950.00	$ 200.00	$ 122,600.00
37	465 6003	MANH (COMPL)(PRM)(60IN)	1	EA	$ 6,500.00	$ 6,500.00	$ 9,839.00	$ 9,839.00	$17,000.00	$ 17,000.00	$ 7,500.00	$ 7,500.00	$ 7,200.00	$ 7,200.00	$ 11,000.00	$ 11,000.00	$ 6,500.00	$ 6,500.00	$ 10,400.00	$ 10,400.00
38	465 WC01	INLET (COMPL)(PSL)(RC)(4FTX4FT-8FTX8FT)	1	EA	$ 5,219.50	$ 5,219.50	$ 22,343.00	$ 22,343.00	$28,000.00	$ 28,000.00	$ 10,000.00	$ 10,000.00	$ 29,000.00	$ 29,000.00	$ 27,000.00	$ 27,000.00	$ 20,000.00	$ 20,000.00	$ 9,400.00	$ 9,400.00
39	465 6128	INLET (COMPL)(PSL)(FG)(4FTX4FT-4FTX4FT)	1	EA	$ 13,650.00	$ 13,650.00	$ 7,678.00	$ 7,678.00	$8,000.00	$ 8,000.00	$ 7,500.00	$ 7,500.00	$ 8,900.00	$ 8,900.00	$ 9,700.00	$ 9,700.00	$ 7,500.00	$ 7,500.00	$ 7,800.00	$ 7,800.00
40	466 6132	HEADWALL (CH - PW - S) (DIA= 30 IN)	1	EA	$ 9,100.00	$ 9,100.00	$ 14,942.00	$ 14,942.00	$12,000.00	$ 12,000.00	$ 4,000.00	$ 4,000.00	$ 6,100.00	$ 6,100.00	$ 22,000.00	$ 22,000.00	$ 10,000.00	$ 10,000.00	$ 17,500.00	$ 17,500.00
41	467 6169	SET (TY I)(S= 5 FT)(HW= 2 FT)(3:1) (C)	2	EA	$ 7,800.00	$ 15,600.00	$ 6,337.00	$ 12,674.00	$10,000.00	$ 20,000.00	$ 10,000.00	$ 20,000.00	$ 3,000.00	$ 6,000.00	$ 9,900.00	$ 19,800.00	$ 10,000.00	$ 20,000.00	$ 13,700.00	$ 27,400.00
42	467 6175	SET (TY I)(S= 5 FT)(HW= 4 FT)(3:1) (C)	1	EA	$ 12,350.00	$ 12,350.00	$ 8,380.00	$ 8,380.00	$14,000.00	$ 14,000.00	$ 12,500.00	$ 12,500.00	$ 5,900.00	$ 5,900.00	$ 14,000.00	$ 14,000.00	$ 11,000.00	$ 11,000.00	$ 16,200.00	$ 16,200.00
43	467 6177	SET (TY I)(S= 5 FT)(HW= 4FT)(4:1) C)	1	EA	$ 12,350.00	$ 12,350.00	$ 10,274.00	$ 10,274.00	$15,000.00	$ 15,000.00	$ 12,500.00	$ 12,500.00	$ 7,700.00	$ 7,700.00	$ 18,000.00	$ 18,000.00	$ 12,000.00	$ 12,000.00	$ 20,900.00	$ 20,900.00
44	467 6395	SET (TY II) (24 IN) (RCP) (6: 1) (P)	1	EA	$ 2,200.00	$ 2,200.00	$ 3,266.00	$ 3,266.00	$3,750.00	$ 3,750.00	$ 3,000.00	$ 3,000.00	$ 2,800.00	$ 2,800.00	$ 2,700.00	$ 2,700.00	$ 3,000.00	$ 3,000.00	$ 6,000.00	$ 6,000.00
45	467 6417	SET (TY II) (30 IN) (RCP) (3: 1) (C)	2	EA	$ 4,225.00	$ 8,450.00	$ 4,747.00	$ 9,494.00	$5,500.00	$ 11,000.00	$ 4,000.00	$ 8,000.00	$ 2,600.00	$ 5,200.00	$ 2,800.00	$ 5,600.00	$ 3,000.00	$ 6,000.00	$ 6,400.00	$ 12,800.00
46	467 6419	SET (TY II) (30 IN) (RCP) (4: 1) (C)	2	EA	$ 4,030.00	$ 8,060.00	$ 4,794.00	$ 9,588.00	$7,000.00	$ 14,000.00	$ 4,000.00	$ 8,000.00	$ 2,600.00	$ 5,200.00	$ 2,800.00	$ 5,600.00	$ 3,500.00	$ 7,000.00	$ 6,700.00	$ 13,400.00
47	467 6448	SET (TY II) (36 IN) (RCP) (3: 1) (C)	3	EA	$ 4,290.00	$ 12,870.00	$ 5,731.00	$ 17,193.00	$8,000.00	$ 24,000.00	$ 5,000.00	$ 15,000.00	$ 3,300.00	$ 9,900.00	$ 3,300.00	$ 9,900.00	$ 5,000.00	$ 15,000.00	$ 7,110.00	$ 21,330.00
48	467 6450	SET (TY II) (36 IN) (RCP) (4: 1) (C)	4	EA	$ 6,500.00	$ 26,000.00	$ 5,423.00	$ 21,692.00	$9,500.00	$ 38,000.00	$ 5,000.00	$ 20,000.00	$ 3,300.00	$ 13,200.00	$ 3,300.00	$ 13,200.00	$ 5,500.00	$ 22,000.00	$ 7,700.00	$ 30,800.00
49	467 6454	SET (TY II)(36 IN)(RCP)(6:1)(P)	6	EA	$ 9,360.00	$ 56,160.00	$ 6,359.00	$ 38,154.00	$13,000.00	$ 78,000.00	$ 5,000.00	$ 30,000.00	$ 3,300.00	$ 19,800.00	$ 3,200.00	$ 19,200.00	$ 6,500.00	$ 39,000.00	$ 7,800.00	$ 46,800.00
50	496 6006	REMOV STR (HEADWALL)	4	EA	$ 2,340.00	$ 9,360.00	$ 657.00	$ 2,628.00	$5,000.00	$ 20,000.00	$ 1,500.00	$ 6,000.00	$ 1,000.00	$ 4,000.00	$ 2,800.00	$ 11,200.00	$ 1,650.00	$ 6,600.00	$ 850.00	$ 3,400.00
51	500 6001	MOBILIZATION	1	LS	$ 560,000.00	$ 560,000.00	$ 120,000.00	$ 120,000.00	$595,000.00	$ 595,000.00	$ 25,000.00	$ 25,000.00	$ 500,000.00	$ 500,000.00	$ 260,000.00	$ 260,000.00	$ 650,000.00	$ 650,000.00	$ 313,550.50	$ 313,550.50
52	502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	13	MO	$ 10,000.00	$ 130,000.00	$ 1,686.00	$ 21,918.00	$3,000.00	$ 39,000.00	$ 1,600.00	$ 20,800.00	$ 3,000.00	$ 39,000.00	$ 660.00	$ 8,580.00	$ 20,000.00	$ 260,000.00	$ 1,120.00	$ 14,560.00
53	506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	768	LF	$ 33.00	$ 25,344.00	$ 32.00	$ 24,576.00	$30.00	$ 23,040.00	$ 31.00	$ 23,808.00	$ 29.00	$ 22,272.00	$ 40.00	$ 30,720.00	$ 25.00	$ 19,200.00	$ 33.00	$ 25,344.00
54	506 6011	ROCK FILTER DAMS (REMOVE)	768	LF	$ 15.00	$ 11,520.00	$ 13.50	$ 10,368.00	$20.00	$ 15,360.00	$ 15.00	$ 11,520.00	$ 23.00	$ 17,664.00	$ 11.00	$ 8,448.00	$ 20.00	$ 15,360.00	$ 13.80	$ 10,598.40
55	506 6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	666	SY	$ 25.00	$ 16,650.00	$ 22.50	$ 14,985.00	$30.00	$ 19,980.00	$ 12.00	$ 7,992.00	$ 29.00	$ 19,314.00	$ 6.50	$ 4,329.00	$ 25.00	$ 16,650.00	$ 24.00	$ 15,984.00
56	506 6024	CONSTRUCTION EXITS (REMOVE)	666	SY	$ 10.00	$ 6,660.00	$ 10.00	$ 6,660.00	$20.00	$ 13,320.00	$ 6.00	$ 3,996.00	$ 23.00	$ 15,318.00	$ 2.50	$ 1,665.00	$ 20.00	$ 13,320.00	$ 10.35	$ 6,893.10
57	506 6038	TEMP SEDMT CONT FENCE (INSTALL)	7649	LF	$ 3.80	$ 29,066.20	$ 3.50	$ 26,771.50	$5.00	$ 38,245.00	$ 3.00	$ 22,947.00	$ 4.50	$ 34,420.50	$ 3.50	$ 26,771.50	$ 4.00	$ 30,596.00	$ 4.10	$ 31,360.90
58	506 6039	TEMP SEDMT CONT FENCE (REMOVE)	7649	LF	$ 1.00	$ 7,649.00	$ 1.00	$ 7,649.00	$1.00	$ 7,649.00	$ 1.00	$ 7,649.00	$ 1.15	$ 8,796.35	$ 1.50	$ 11,473.50	$ 1.00	$ 7,649.00	$ 1.00	$ 7,649.00
59	506 6041	BIODEG EROSN CONT LOGS (INSTL)(12")	887	LF	$ 6.00	$ 5,322.00	$ 6.00	$ 5,322.00	$5.00	$ 4,435.00	$ 8.00	$ 7,096.00	$ 4.75	$ 4,213.25	$ 6.50	$ 5,765.50	$ 4.00	$ 3,548.00	$ 6.60	$ 5,854.20
60	506 6043	BIODEG EROSN CONT LOGS (REMOVE)	887	LF	$ 1.00	$ 887.00	$ 1.00	$ 887.00	$1.00	$ 887.00	$ 4.00	$ 3,548.00	$ 1.15	$ 1,020.05	$ 1.50	$ 1,330.50	$ 1.00	$ 887.00	$ 1.15	$ 1,020.05
61	508 6001	CONSTRUCTING DETOURS	370	SY	$ 55.00	$ 20,350.00	$ 89.00	$ 32,930.00	$80.00	$ 29,600.00	$ 77.00	$ 28,490.00	$ 50.00	$ 18,500.00	$ 120.00	$ 44,400.00	$ 85.00	$ 31,450.00	$ 98.00	$ 36,260.00
62	510 6004	ONE-WAY TRAFFIC CONTROL (PORT TRAF SIG)	90	DAY	$ 500.00	$ 45,000.00	$ 382.00	$ 34,380.00	$180.00	$ 16,200.00	$ 360.00	$ 32,400.00	$ 200.00	$ 18,000.00	$ 330.00	$ 29,700.00	$ 190.00	$ 17,100.00	$ 345.00	$ 31,050.00
63	512 6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	1500	LF	$ 50.00	$ 75,000.00	$ 10.00	$ 15,000.00	$30.00	$ 45,000.00	$ 60.00	$ 90,000.00	$ 86.00	$ 129,000.00	$ 26.00	$ 39,000.00	$ 15.00	$ 22,500.00	$ 89.00	$ 133,500.00
64	512 6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	40	LF	$ 50.00	$ 2,000.00	$ 13.00	$ 520.00	$30.00	$ 1,200.00	$ 60.00	$ 2,400.00	$ 200.00	$ 8,000.00	$ 48.00	$ 1,920.00	$ 15.00	$ 600.00	$ 96.00	$ 3,840.00
65	512 6033	PORT CTB (MOVE)(LOW PROF)(TY 1)	880	LF	$ 7.00	$ 6,160.00	$ 8.00	$ 7,040.00	$30.00	$ 26,400.00	$ 10.00	$ 8,800.00	$ 10.00	$ 8,800.00	$ 9.00	$ 7,920.00	$ 5.00	$ 4,400.00	$ 15.00	$ 13,200.00
66	512 6034	PORT CTB (MOVE)(LOW PROF)(TY 2)	40	LF	$ 7.00	$ 280.00	$ 8.00	$ 320.00	$30.00	$ 1,200.00	$ 10.00	$ 400.00	$ 50.00	$ 2,000.00	$ 9.00	$ 360.00	$ 5.00	$ 200.00	$ 15.00	$ 600.00
67	512 6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	1500	LF	$ 10.00	$ 15,000.00	$ 9.00	$ 13,500.00	$30.00	$ 45,000.00	$ 10.00	$ 15,000.00	$ 12.00	$ 18,000.00	$ 28.00	$ 42,000.00	$ 8.00	$ 12,000.00	$ 8.40	$ 12,600.00
68	512 6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	40	LF	$ 11.00	$ 440.00	$ 9.00	$ 360.00	$30.00	$ 1,200.00	$ 10.00	$ 400.00	$ 100.00	$ 4,000.00	$ 48.00	$ 1,920.00	$ 8.00	$ 320.00	$ 8.40	$ 336.00
69	529 6032	CONCRETE GUTTER (MODIFIED)	981	LF	$ 45.00	$ 44,145.00	$ 21.00	$ 20,601.00	$25.00	$ 24,525.00	$ 75.00	$ 73,575.00	$ 15.00	$ 14,715.00	$ 23.00	$ 22,563.00	$ 15.00	$ 14,715.00	$ 35.30	$ 34,629.30
70	530 6005	DRIVEWAYS (ACP)	726	SY	$ 78.00	$ 56,628.00	$ 28.00	$ 20,328.00	$60.00	$ 43,560.00	$ 25.00	$ 18,150.00	$ 77.00	$ 55,902.00	$ 76.00	$ 55,176.00	$ 45.00	$ 32,670.00	$ 43.25	$ 31,399.50
71	540 6001	MTL W-BEAM GD FEN (TIM POST)	600	LF	$ 39.00	$ 23,400.00	$ 32.00	$ 19,200.00	$30.00	$ 18,000.00	$ 30.00	$ 18,000.00	$ 34.00	$ 20,400.00	$ 38.00	$ 22,800.00	$ 30.00	$ 18,000.00	$ 45.00	$ 27,000.00
72	540 6016	DOWNSTREAM ANCHOR TERMINAL SECTION	2	EA	$ 2,080.00	$ 4,160.00	$ 1,528.00	$ 3,056.00	$1,400.00	$ 2,800.00	$ 1,500.00	$ 3,000.00	$ 1,600.00	$ 3,200.00	$ 1,800.00	$ 3,600.00	$ 1,400.00	$ 2,800.00	$ 2,050.00	$ 4,100.00
73	544 6001	GUARDRAIL END TREATMENT (INSTALL)	4	EA	$ 4,680.00	$ 18,720.00	$ 3,709.00	$ 14,836.00	$3,400.00	$ 13,600.00	$ 3,500.00	$ 14,000.00	$ 4,900.00	$ 19,600.00	$ 4,300.00	$ 17,200.00	$ 3,500.00	$ 14,000.00	$ 5,100.00	$ 20,400.00
74	552 6003	WIRE FENCE (TY C)	506	LF	$ 45.00	$ 22,770.00	$ 17.00	$ 8,602.00	$14.50	$ 7,337.00	$ 20.00	$ 10,120.00	$ 22.00	$ 11,132.00	$ 6.50	$ 3,289.00	$ 18.00	$ 9,108.00	$ 25.00	$ 12,650.00
75	552 6005	GATE (TY 1)	2	EA	$ 1,500.00	$ 3,000.00	$ 1,689.00	$ 3,378.00	$2,100.00	$ 4,200.00	$ 2,500.00	$ 5,000.00	$ 1,600.00	$ 3,200.00	$ 990.00	$ 1,980.00	$ 2,500.00	$ 5,000.00	$ 8,700.00	$ 17,400.00
76	560 6001	MAILBOX INSTALL-S (TWG-POST) TY 1	5	EA	$ 235.00	$ 1,175.00	$ 281.00	$ 1,405.00	$260.00	$ 1,300.00	$ 300.00	$ 1,500.00	$ 600.00	$ 3,000.00	$ 490.00	$ 2,450.00	$ 300.00	$ 1,500.00	$ 290.00	$ 1,450.00
77	644 6042	IN SM RD SN SUP&AM TYS80(1)SB(T)	1	EA	$ 715.00	$ 715.00	$ 1,154.00	$ 1,154.00	$1,100.00	$ 1,100.00	$ 1,230.00	$ 1,230.00	$ 1,200.00	$ 1,200.00	$ 1,400.00	$ 1,400.00	$ 900.00	$ 900.00	$ 1,200.00	$ 1,200.00
78	644 6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	9	EA	$ 407.00	$ 3,663.00	$ 422.00	$ 3,798.00	$400.00	$ 3,600.00	$ 450.00	$ 4,050.00	$ 660.00	$ 5,940.00	$ 630.00	$ 5,670.00	$ 550.00	$ 4,950.00	$ 430.00	$ 3,870.00
79	644 6061	IN SM RD SN SUP&AM TYTWT(1)WS(T)	3	EA	$ 400.00	$ 1,200.00	$ 985.00	$ 2,955.00	$925.00	$ 2,775.00	$ 1,050.00	$ 3,150.00	$ 700.00	$ 2,100.00	$ 770.00	$ 2,310.00	$ 750.00	$ 2,250.00	$ 1,010.00	$ 3,030.00
80	658 6047	INSTL OM ASSM (OM-2Y)(WC)GND	2	EA	$ 70.00	$ 140.00	$ 140.00	$ 280.00	$130.00	$ 260.00	$ 150.00	$ 300.00	$ 130.00	$ 260.00	$ 420.00	$ 840.00	$ 60.00	$ 120.00	$ 145.00	$ 290.00
81	658 6062	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI)	11	EA	$ 35.00	$ 385.00	$ 84.00	$ 924.00	$80.00	$ 880.00	$ 100.00	$ 1,100.00	$ 42.00	$ 462.00	$ 70.00	$ 770.00	$ 35.00	$ 385.00	$ 87.00	$ 957.00
82	662 6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	6676	LF	$ 0.40	$ 2,670.40	$ 0.70	$ 4,673.20	$0.70	$ 4,673.20	$ 1.00	$ 6,676.00	$ 0.75	$ 5,007.00	$ 0.90	$ 6,008.40	$ 0.63	$ 4,205.88	$ 0.65	$ 4,339.40
83	662 6016	WK ZN PAV MRK NON-REMOV (W)24"(SLD)	28	LF	$ 9.00	$ 252.00	$ 5.50	$ 154.00

Williamson County Road Bond Program
CR 258 Extension
September 14, 2022

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Joe Bland Construction, L.P.		Chasco Constructors		Patin Construction		Smith Contracting		Texas Road		Dan Williams Company		Liberty Civil Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
90	666 6170	REFL PAV MRK TY II (W) 4" (SLD)	6837	LF	$ 0.26	$ 1,777.62	$ 0.40	$ 2,734.80	$0.40	$ 2,734.80	$ 1.00	$ 6,837.00	$ 0.42	$ 2,871.54	$ 0.90	$ 6,153.30	$ 0.36	$ 2,461.32	$ 0.65	$ 4,444.05
91	666 6178	REFL PAV MRK TY II (W) 8" (SLD)	376	LF	$ 0.75	$ 282.00	$ 0.85	$ 319.60	$1.00	$ 376.00	$ 3.00	$ 1,128.00	$ 0.89	$ 334.64	$ 2.00	$ 752.00	$ 0.75	$ 282.00	$ 2.30	$ 864.80
92	666 6182	REFL PAV MRK TY II (W) 24" (SLD)	79	LF	$ 5.10	$ 402.90	$ 1.00	$ 79.00	$1.10	$ 86.90	$ 20.00	$ 1,580.00	$ 1.15	$ 90.85	$ 5.50	$ 434.50	$ 1.00	$ 79.00	$ 18.00	$ 1,422.00
93	666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	6994	LF	$ 0.30	$ 2,098.20	$ 0.75	$ 5,245.50	$0.65	$ 4,546.10	$ 1.00	$ 6,994.00	$ 0.70	$ 4,895.80	$ 0.90	$ 6,294.60	$ 0.60	$ 4,196.40	$ 0.65	$ 4,546.10
94	666 6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	6837	LF	$ 1.70	$ 11,622.90	$ 0.75	$ 5,127.75	$0.60	$ 4,102.20	$ 1.50	$ 10,255.50	$ 0.70	$ 4,785.90	$ 1.50	$ 10,255.50	$ 0.52	$ 3,555.24	$ 1.15	$ 7,862.55
95	666 6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	6994	LF	$ 1.30	$ 9,092.20	$ 1.00	$ 6,994.00	$0.85	$ 5,944.90	$ 1.50	$ 10,491.00	$ 1.10	$ 7,693.40	$ 1.50	$ 10,491.00	$ 0.81	$ 5,665.14	$ 1.15	$ 8,043.10
96	672 6009	REFL PAV MRKR TY II-A-A	182	EA	$ 3.60	$ 655.20	$ 4.00	$ 728.00	$4.00	$ 728.00	$ 10.00	$ 1,820.00	$ 4.00	$ 728.00	$ 15.00	$ 2,730.00	$ 3.50	$ 637.00	$ 9.00	$ 1,638.00
97	672 6010	REFL PAV MRKR TY II-C-R	38	EA	$ 6.00	$ 228.00	$ 4.00	$ 152.00	$4.00	$ 152.00	$ 10.00	$ 380.00	$ 4.00	$ 152.00	$ 15.00	$ 570.00	$ 3.50	$ 133.00	$ 9.00	$ 342.00
98	730 6107	FULL - WIDTH MOWING	2	CYC	$ 6,500.00	$ 13,000.00	$ 5,180.00	$ 10,360.00	$550.00	$ 1,100.00	$ 5,000.00	$ 10,000.00	$ 4,200.00	$ 8,400.00	$ 4,500.00	$ 9,000.00	$ 1,525.00	$ 3,050.00	$ 7,500.00	$ 15,000.00
99	3076 6003	D-GR HMA TY-B PG64-22 (EXEMPT)	2730.00	TON	$ 120.00	$ 327,600.00	$ 120.00	$ 327,600.00	$100.00	$ 273,000.00	$ 120.00	$ 327,600.00	$ 110.00	$ 300,300.00	$ 160.00	$ 436,800.00	$ 100.00	$ 273,000.00	$ 137.00	$ 374,010.00
100	3076 6070	D-GR HMA TY-D PG76-22 SAC-B (EXEMPT)	1461.00	TON	$ 150.00	$ 219,150.00	$ 147.00	$ 214,767.00	$125.00	$ 182,625.00	$ 168.00	$ 245,448.00	$ 135.00	$ 197,235.00	$ 160.00	$ 233,760.00	$ 120.00	$ 175,320.00	$ 180.00	$ 262,980.00
101	6001 6001	PORTABLE CHANGEABLE MESSAGE SIGN	134	DAY	$ 170.00	$ 22,780.00	$ 39.00	$ 5,226.00	$125.00	$ 16,750.00	$ 82.00	$ 10,988.00	$ 90.00	$ 12,060.00	$ 110.00	$ 14,740.00	$ 105.00	$ 14,070.00	$ 78.00	$ 10,452.00
102	CIP11.06.B	Trench Excavation Safety Protection System (All Depths)	1492	LF	$ 5.50	$ 8,206.00	$ 4.00	$ 5,968.00	$3.00	$ 4,476.00	$ 5.00	$ 7,460.00	$ 1.50	$ 2,238.00	$ 2.50	$ 3,730.00	$ 4.00	$ 5,968.00	$ 1.15	$ 1,715.80
103	G4.05.C	Concrete Trench Cap (6" Thick, 2000 PSI)	5	CY	$ 130.00	$ 650.00	$ 1,069.00	$ 5,345.00	$300.00	$ 1,500.00	$ 250.00	$ 1,250.00	$ 600.00	$ 3,000.00	$ 420.00	$ 2,100.00	$ 830.00	$ 4,150.00	$ 330.00	$ 1,650.00
104	G6.09	Protective Fencing Type A Chain Link Fence	25	LF	$ 5.00	$ 125.00	$ 4.25	$ 106.25	$6.00	$ 150.00	$ 50.00	$ 1,250.00	$ 12.00	$ 300.00	$ 13.00	$ 325.00	$ 50.00	$ 1,250.00	$ 4.65	$ 116.25
105	W1.17.A	Ductile Iron Fittings (C-153)	0.86	TON	$ 22,000.00	$ 18,920.00	$ 21,387.00	$ 18,392.82	$16,000.00	$16,000.00	$ 10,000.00	$ 8,600.00	$ 19,000.00	$ 16,340.00	$ 17,000.00	$ 14,620.00	$ 11,350.00	$ 9,761.00	$ 24,200.00	$ 20,812.00
106	W1.17.A.2	Pipe, 2" Dia. HDPE, Complete in Place, Including Excavation and Backfill	81	LF	$ 47.00	$ 3,807.00	$ 65.00	$ 5,265.00	$45.00	$ 3,645.00	$ 50.00	$ 4,050.00	$ 70.00	$ 5,670.00	$ 40.00	$ 3,240.00	$ 75.00	$ 6,075.00	$ 41.00	$ 3,321.00
107	W1.17.A.6	Pipe, 6" Dia. DI CL-350 (Restrained), Complete in Place, Including Excavation and Backfill	7	LF	$ 100.00	$ 700.00	$ 88.00	$ 616.00	$145.00	$ 1,015.00	$ 65.00	$ 455.00	$ 170.00	$ 1,190.00	$ 250.00	$ 1,750.00	$ 500.00	$ 3,500.00	$ 120.00	$ 840.00
108	W2.10.AR.4	Pipe, 4" Dia. PVC C-900 (Restrained), Complete in Place, Including Excavation and Backfill	5	LF	$ 91.00	$ 409.50	$ 70.00	$ 315.00	$125.00	$625.00	$ 60.00	$ 270.00	$ 300.00	$ 1,350.00	$ 300.00	$ 1,350.00	$ 300.00	$ 1,350.00	$ 70.00	$ 315.00
109	W2.10.A.R.12	Pipe, 12" Dia. PVC C-900 (Restrained), Complete in Place, Including Excavation and Backfill	573	LF	$ 142.00	$ 81,366.00	$ 126.00	$ 72,198.00	$185.00	$ 106,005.00	$ 80.00	$ 45,840.00	$ 160.00	$ 91,680.00	$ 120.00	$ 68,760.00	$ 195.00	$ 111,735.00	$ 125.00	$ 71,625.00
110	W2.10.A.12	Pipe, 12" Dia. PVC C-900, Complete in Place, Including Excavation and Backfill	827	LF	$ 130.00	$ 107,445.00	$ 101.25	$ 83,683.13	$125.00	$103,375.00	$ 75.00	$ 61,987.50	$ 140.00	$ 115,710.00	$ 110.00	$ 90,915.00	$ 165.00	$ 136,372.50	$ 107.00	$ 88,435.50
111	W2.10.B4X4	Wet Connections, 4"x4"	1	EA	$ 3,200.00	$ 3,200.00	$ 1,522.00	$ 1,522.00	$2,929.00	$ 2,929.00	$ 5,000.00	$ 5,000.00	$ 2,000.00	$ 2,000.00	$ 4,200.00	$ 4,200.00	$ 1,960.00	$ 1,960.00	$ 2,950.00	$ 2,950.00
112	W2.10.B12X12	Wet Connections, 12"x12"	3	EA	$ 6,000.00	$ 18,000.00	$ 2,114.00	$ 6,342.00	$8,000.00	$ 24,000.00	$ 7,500.00	$ 22,500.00	$ 2,500.00	$ 7,500.00	$ 5,100.00	$ 15,300.00	$ 4,500.00	$ 13,500.00	$ 3,500.00	$ 10,500.00
113	W3.21.A12	Valves, Gate 12" Dia.	1	EA	$ 4,500.00	$ 4,500.00	$ 4,716.00	$ 4,716.00	$5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00	$ 4,300.00	$ 4,300.00	$ 4,900.00	$ 4,900.00	$ 4,560.00	$ 4,560.00	$ 4,400.00	$ 4,400.00
114	W3.21.A.FH	Fire Hydrant Assembly, Including 6" Gate Valve and Fittings	1	EA	$ 6,000.00	$ 6,000.00	$ 6,050.48	$ 6,050.48	$8,000.00	$ 8,000.00	$ 8,000.00	$ 8,000.00	$ 8,300.00	$ 8,300.00	$ 6,700.00	$ 6,700.00	$ 5,580.00	$ 5,580.00	$ 7,500.00	$ 7,500.00
115	W4.04.4	Encasement Pipe, 4" Dia., PVC	32	LF	$ 91.00	$ 2,912.00	$ 5.00	$ 160.00	$60.00	$ 1,920.00	$ 75.00	$ 2,400.00	$ 100.00	$ 3,200.00	$ 52.00	$ 1,664.00	$ 80.00	$ 2,560.00	$ 43.00	$ 1,376.00
116	W4.04.24	Encasement Pipe, 24" Dia., Steel	223	LF	$ 220.00	$ 49,060.00	$ 206.00	$ 45,938.00	$235.00	$ 52,405.00	$ 200.00	$ 44,600.00	$ 264.00	$ 58,872.00	$ 190.00	$ 42,370.00	$ 230.00	$ 51,290.00	$ 238.00	$ 53,074.00
117	SP.W2.10.C	Relocating Existing Service as New Service, and Connecting New Service to Existing Private Service, Complete and In Place; Relocation and New Connection shall include the cost of private side plumbing coordination and labor for connection to new meter location, driveway trench repair, licensed plumber mobilization and relocation, permit and inspection fees, and all other incidentals necessary to complete the connection to the new meter locations	1	EA	$ 4,500.00	$ 4,500.00	$ 2,297.00	$ 2,297.00	$14,000.00	$ 14,000.00	$ 15,000.00	$ 15,000.00	$ 25,000.00	$ 25,000.00	$ 5,500.00	$ 5,500.00	$ 6,800.00	$ 6,800.00	$ 4,340.00	$ 4,340.00
118	SP.W2.10.D4	Restrain Existing PVC Pipe, 4" Diameter; Includes bell joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length called for on the plans, but shall be restrained up to the next joint	1	EA	$ 2,500.00	$ 2,500.00	$ 1,027.00	$ 1,027.00	$2,000.00	$ 2,000.00	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00	$ 1,100.00	$ 1,100.00	$ 350.00	$ 350.00	$ 2,374.00	$ 2,374.00
119	SP.W2.10.D12	Restrain Existing PVC Pipe, 12" Diameter; Includes bell joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length called for on the plans, but shall be restrained up to the next joint	3	EA	$ 6,500.00	$ 19,500.00	$ 1,403.00	$ 4,209.00	$4,000.00	$ 12,000.00	$ 5,000.00	$ 15,000.00	$ 2,200.00	$ 6,600.00	$ 1,300.00	$ 3,900.00	$ 1,200.00	$ 3,600.00	$ 2,870.00	$ 8,610.00
120	SP.W2.10.E4	4" Transition Kit from PVC C-900 to PVC SDR-26	1	EA	$ 500.00	$ 500.00	$ 921.00	$ 921.00	$500.00	$ 500.00	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 2,000.00	$ 100.00	$ 100.00	$ 1,800.00	$ 1,800.00	$ 960.00	$ 960.00
121	SP.W3.21.E	Adjust existing water valve riser box to final grade	4	EA	$ 500.00	$ 2,000.00	$ 1,142.50	$ 4,570.00	$1,000.00	$ 4,000.00	$ 500.00	$ 2,000.00	$ 1,000.00	$ 4,000.00	$ 280.00	$ 1,120.00	$ 1,600.00	$ 6,400.00	$ 320.00	$ 1,280.00
122	SP.W3.21.F	Adjust existing fire hydrant to final grade	1	EA	$ 2,000.00	$ 2,000.00	$ 2,014.00	$ 2,014.00	$3,000.00	$ 3,000.00	$ 1,500.00	$ 1,500.00	$ 2,400.00	$ 2,400.00	$ 1,100.00	$ 1,100.00	$ 1,900.00	$ 1,900.00	$ 4,700.00	$ 4,700.00
123	SP.W3.21.G	Adjust existing air vent pipe to final grade	1	EA	$ 1,800.00	$ 1,800.00	$ 1,066.00	$ 1,066.00	$2,200.00	$ 2,200.00	$ 1,500.00	$ 1,500.00	$ 2,400.00	$ 2,400.00	$ 1,200.00	$ 1,200.00	$ 1,800.00	$ 1,800.00	$ 465.00	$ 465.00
124	SP.WW1.13.C	Major Manhole Height Adjustment	2	EA	$ 4,000.00	$ 8,000.00	$ 1,122.00	$ 2,244.00	$3,500.00	$ 7,000.00	$ 2,500.00	$ 5,000.00	$ 4,200.00	$ 8,400.00	$ 1,500.00	$ 3,000.00	$ 5,300.00	$ 10,600.00	$ 1,900.00	$ 3,800.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.																				
125	999-WC01	FORCE ACCOUNT	$ 25,000.00	DOL	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00
126	585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	$ 9,200.00	DOL	$ 1.00	$ 9,200.00	$ 1.00	$ 9,200.00	$ 1.00	$ 9,200.00	$ 1.00	$ 9,200.00	$ 1.00	$ 9,200.00	$ 1.00	$ 9,200.00	$ 1.00	$ 9,200.00	$ 1.00	$ 9,200.00
		TOTAL COST ADJUSTED FOR CORRECTNESS			**$ 6,266,136.72**		**$ 5,836,754.36**		**$ 6,144,644.00**		**$6,382,249.25**		**$6,514,420.53**		**$6,661,622.10**		**$7,009,308.27**		**$7,453,000.00**	
		ACTUAL BID PROPOSAL					$5,836,754.36		$6,144,644.00		$6,382,249.25		$6,514,420.53		**$6,661,622.10**		$7,009,308.27		**$7,453,000.00**	
		ADJUSTMENT DIFFERENCE					$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	
		Bid Bond					Y		Y		Y		Y		Y		Y		Y	
		Bidder References (Minimum of Three)					Y		Y		Y		Y		Y		Y		Y	
		Conflict of Interest Questionnaire					Y		Y		Y		Y		Y		Y		Y	

AMERICAN STRUCTUREPOINT INC

3711 SOUTH MOPAC EXPRESSWAY
BUILDING ONE, SUITE 350
AUSTIN, TEXAS 78746
TEL 512.494.6037

September 19, 2022

Randy Ehresman
Project Manager
Williamson County General Engineering Consultant
101 East Old Settlers Blvd, Suite 225
Round Rock, TX 78664

RE: CR 258 Extension – Bid Award Recommendation Letter

Dear Mr. Ehresman,

This letter serves as a recommendation to award the contract for the project entitled CR 258 Extension to **Joe Bland Construction L.P** as the apparent low bidder at a total low bid amount of **$5,836,754.36**. This recommendation is based on Joe Bland Construction L.P low bid total being the lowest dollar amount of all bids received.

Sincerely,

Fernando Gaytan, PE
Project Manager
American Structurepoint Firm No. 10069

Attachment: 20220919 CR258Extention - Bid Tabulation.PDF

Commissioners Court - Regular Session **51.**

Meeting Date: 09/27/2022

CR 245 TCEQ Agent Authorization

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the CR 245 Project, a 2019 Road Bond project in Commissioner Pct. 3. Project: P353 Funding: Road Bond

Background

The CR 245 Project requires TCEQ approval of a Water Pollution Abatement Plan (WPAP) prior to construction. A TCEQ Agent Authorization Form is required to authorize an employee of CLGann, LLC to submit the needed application for TCEQ review and approval on behalf of the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR245-TCEQ-AgentAuthorizationForm

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2022 11:45 AM
Form Started By: Marie Walters		Started On: 09/16/2022 01:12 PM
Final Approval Date: 09/22/2022		

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I Bill Gravell, Jr.,
Print Name

Williamson County Judge,
Title - Owner/President/Other

of Williamson County, Texas,
Corporation/Partnership/Entity Name

have authorized Clay E Gann, P.E.
Print Name of Agent/Engineer

of CLGann, LLC
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to $10,000 per day per violation.

2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.

3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.

4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.

5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Applicant's Signature _____ Date _____

THE STATE OF _____ §

County of _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this ____ day of _____,_____.

_____
NOTARY PUBLIC

_____
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Commissioners Court - Regular Session **52.**

Meeting Date: 09/27/2022

Ronald Reagan Widening Antiquities Permit Application

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the Ronald Reagan Widening Project, a Road Bond Project in Commissioner Pct. 2.
Project Number: P336 Fund Source: Road Bonds

Background

The permit requests the approval of intensive pedestrian survey, with surface and subsurface investigations as necessary based on field conditions. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placing on the Court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

THC Antiquities Permit Application Reagan Widening

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2022 11:45 AM
Form Started By: Marie Walters		Started On: 09/21/2022 05:56 PM
Final Approval Date: 09/22/2022		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Williamson County Ronald Reagan Widening
County (ies) Williamson
USGS Quadrangle Name and Number Leander NE 3097
UTM Coordinates Zone 14R E 550314.32 N 3253839.63
Location between SH 29 and FM 3405
Federal Involvement ☐ Yes ■ No
Name of Federal Agency
Agency Representative

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Bill Gravell Jr. (County Judge)
Address 710 South Main Street, Suite 101
City/State/Zip Georgetown, TX 78626
Telephone (include area code) 512-943-1550 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Chris Shelton
Affiliation SWCA Environmental Consultants
Address 4949 N Loop 1604 W, Suite 235
City/State/Zip San Antonio / Texas / 78249
Telephone (include area code) 210-877-2847 Email Address Cshelton@swca.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork November 1, 2022
Requested Permit Duration 2 Years _____ Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Attached

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA San Antonio
Permanent Curatorial Facility Center for Archaeological Research – University of Texas at San Antonio

IV. LAND OWNER'S CERTIFICATION

I, _____, as legal representative of the Land Owner,
_____, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, Bill Gravell Jr., as legal representative of the Sponsor, Williamson County, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Chris Shelton, as Principal Investigator employed by SWCA Environmental Consultants (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature _____ Date 08/23/2022

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
thc.texas.gov

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4407 Monterey Oaks Boulevard
Building 1, Suite 110
Austin, Texas 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

TEXAS ANTIQUITIES PERMIT APPLICATION
PROPOSED SCOPE OF WORK FOR THE RONALD REAGAN WIDENING PROJECT, WILLIAMSON COUNTY, TEXAS

Project Landowners – Williamson County
Project Sponsor – Williamson County
Project Consultant – SWCA Environmental Consultants (SWCA)
Principal Investigator – Chris Shelton, M.A., RPA
Date – September 13,2022

On behalf of Williamson County, SWCA Environmental Consultants (SWCA) will conduct a cultural resources survey of approximately 130.3 hectare (ha) (322.1-acre) of proposed right-of-way (ROW) for the Ronald Reagan Widening Project (project). The proposed improvements would consist of an approximately 60-meter (m) (200-foot) wide ROW extending approximately 10.1 kilometers (km) (6.3 miles), beginning at State Highway (SH) 29 and extending 0.6 km (0.4 mile) north of Farm-to-Market Road (FM) 3405. The proposed project area is located between SH 29 and FM 3405, approximately 8.1 km (5 miles) east of the City of Liberty Hill, Williamson County, Texas, and is depicted on the *Leander NE, Texas,* U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle map (Figures 1 and 2) (USGS 2019).

The project is proposed to occur on lands owned by Williamson County and the Texas Department of Transportation (TxDOT). Williamson County and TxDOT are political subdivisions of the state of Texas and, as such, the project will require review under the Antiquities Code of Texas (ACT). To comply with requirements of the ACT, , SWCA is proposing an intensive cultural resources survey with shovel testing of the project area. This scope of work presents information on the project area, potential effects, known resources, and methods of the proposed survey, reporting, and curation.

PROJECT DESCRIPTION AND SETTING

The project is located between SH 29 and FM 3405, approximately 8.1 km (5 mile) east of the City of Liberty Hill, Texas, and extends for a length of approximately 10.1 kilometers (km) (6.3 miles). The project's footprint encompasses approximately 130.3 ha (322.1 acres). The proposed project would widen Ronald Reagan Boulevard from the existing two lanes to a four-lane (two in each direction) divided roadway and include bridge improvements and intersection improvements at SH 29 and FM 3405. The proposed improvements would consist of an approximately 60-m (200-foot) wide ROW extending approximately 10.1 km (6.3 miles), beginning at SH 29 and extending 0.6 km (0.4 mile) north of FM 3405. Aerial imagery shows the project area is currently comprised of existing Ronald Reagan Boulevard ROW, ROW to various existing roads, as well as undeveloped land, and is depicted on the *Leander NE, Texas,* USGS 7.5-minute topographic quadrangle map (USGS 2019) (Figures 1 and 2).

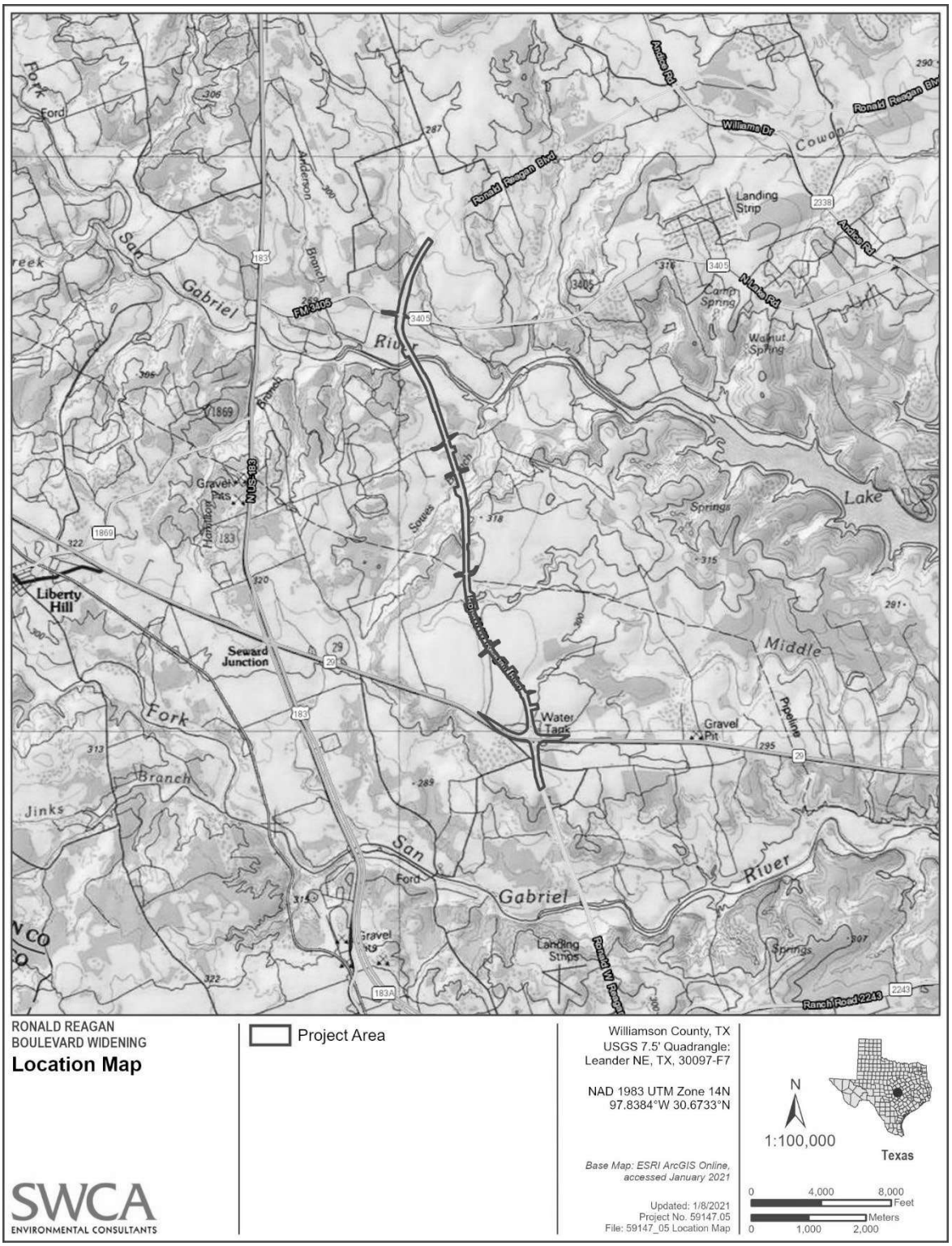


Figure 1. Project location map (Background Imagery: USGS 2022a).

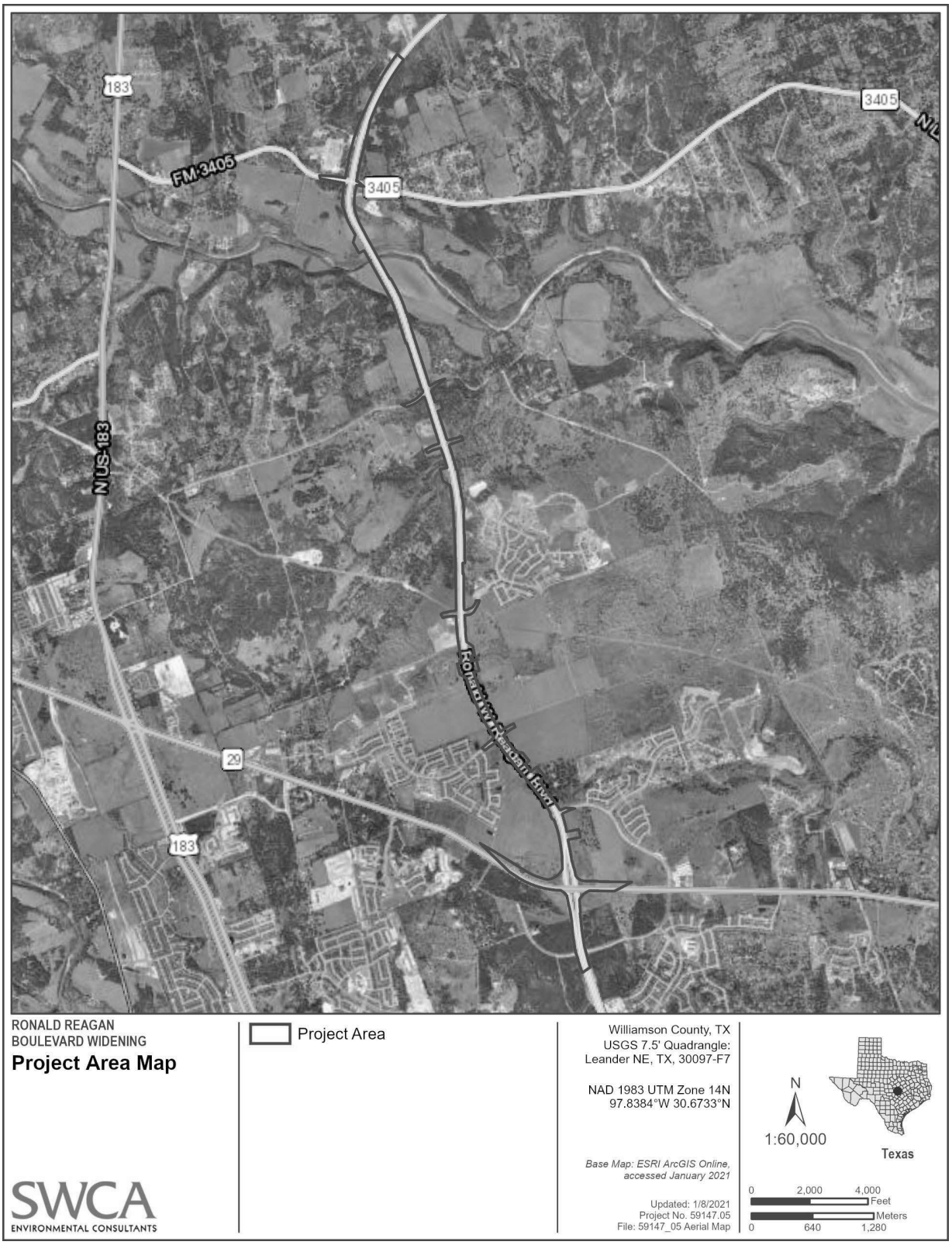


Figure 2. Project aerial location map (Background Imagery: ESRI 2018).

The surface geology within the project area consists of four different geologic units (Table 1). The most prevalent surface geology consists of Glen Rose Limestone, which is defined as a relatively thick, early Cretaceous age deposit consisting mostly of fossiliferous limestone with thin bands of sand and clay. The Edwards and Comanche Peak Limestone is the second most prevalent geological unit and is described as an early Cretaceous age deposit consisting mostly of limestone with inter-bedded chert and dolostone. A large alluvial terrace deposit is located near the south side of the project area and consists of Pleistocene and Holocene age sand, silt, clay, and gravel. Finally, near the center of the project, a thin band of Walnut Clay is present; this geologic unit is described as an early Cretaceous age deposit, primarily comprised of clay limestone and shale (United States Geologic Survey [USGS] 2022b).

Table 1. Geological Units within the Project Area

Geologic Unit	Acreage (Hectares)	Percent of Project Area
Glen Rose Limestone	104.2 (42.2)	32.4%
Edwards and Comanche Peak Limestone (undivided)	102.4 (41.4)	31.8%
Alluvial Terrace Deposits	98.4 (39.8)	30.4%
Walnut Clay	17.1 (6.9)	5.3%
Total	**322.1 (130.3)**	**100.0%**

Source: USGS (2022b).

A total of 16 soil types were identified as underlying the proposed project area (National Resources Conservation Service [NRCS] 2022) (Table 2; Figure 3). The most prevalent soils mapped within the project area include the Eckrant cobbly clay series, the Georgetown stony clay loam series, and the Fairlie clay series. The Eckrant cobbly clay series consists of well-drained soils that are shallow to very shallow overlying indurated limestone bedrock and is formed from residuum derived from ridges and dissected plateaus (NRCS 2022). The Georgetown series soils consist of moderately deep, well-drained soils formed from Cretaceous-aged indurated limestone. The Georgetown soils are formed on level to gently sloping dissected plateaus (NRCS 2022). Finally, the Fairlie soil series consists of deep, moderately well-drained soils formed on nearly level to gently sloping uplands (NRCS 2022).

Table 2. Soils within the Project Area

Soil Name	Acreage (Hectares)	Percent of Project Area
Brackett gravelly clay loam, 3 to 12 percent slopes	2.9 (1.2)	0.9%
Brackett-Rock Outcrop-Real complex, 8 to 30 percent slopes	3.3 (1.3)	1.0%
Crawford clay, 1 to 3 percent slopes	20.8 (8.4)	6.5%
Denton silty clay, 1 to 3 percent slopes	12.0 (4.9)	3.7%
Denton silty clay, 3 to 5 percent slopes	6.0 (2.4)	1.9%
Doss silty clay, moist, 1 to 5 percent slopes	6.6 (2.6)	2.1%
Eckrant cobbly clay, 1 to 8 percent slopes	60.0 (24.3)	18.6%
Eckrant extremely stony clay, 0 to 3 percent slopes	6.3 (2.6)	1.9%
Eckrant-Rock outcrop association, 1 to 10 percent slopes	16.5 (6.7)	5.1%
Eckrant-Rock outcrop association, 8 to 30 percent slopes	2.7 (1.1)	0.8%
Fairlie clay, 0 to 1 percent slopes	45.8 (18.5)	14.3%
Fairlie clay, 1 to 2 percent slopes	54.8 (22.2)	17.0%
Georgetown clay loam, 0 to 2 percent slopes	14.0 (5.7)	4.3%
Georgetown stony clay loam, 1 to 3 percent slopes	36.2 (14.6)	11.2%

Soil Name	Acreage (Hectares)	Percent of Project Area
Oakalla soils, 0 to 1 percent slopes, channeled, frequently flooded	3.0 (1.2)	0.9%
Sunev silty clay loam, 1 to 3 percent slopes	31.2 (12.6)	9.7%
Total	**322.1 (130.3)**	**100.0%**

Source: NRCS 2022

PREVIOUS ARCHAEOLOGICAL INVESTIGATIONS AND KNOWN RESOURCES

On January 8, 2021, a SWCA archaeologist completed an initial desktop review of the project. A secondary review of the Texas Archeological Sites Atlas (the Atlas) was performed on September 13, 2022. This review found that no additional archaeological sites or cultural resources surveys were added to the Atlas within the study area from 2021 through September 13, 2022. Due to a lack of new information, the background review results map (Figure 4) has not been updated from 2021. The desktop review included the approximately 130.3-ha (322.1-acre) project area and an additional 1-km (0.6-mile) radius around the project components to form an approximately 2,795.5-ha (6,907.8-acre) study area (Figure 4). The review used the Texas Archeological Sites Atlas online database, which is maintained by the Texas Historical Commission (THC) identify previously conducted surveys and known sites within the study area (THC 2022). The review also consulted historical resource maps available through the USGS Historical Topographic Map Explorer (USGS 2022c), the Texas Historic Overlay (Foster et al. 2006), the TxDOT National Register of Historic Places (NRHP) Listed and Eligible Bridges database (TxDOT 2022), and modern aerial imagery to identify land use practices that may indicate the potential for or presence of cultural resources within the project area.

The file search and literature review identified nine previously recorded cultural resources surveys and four previously recorded archaeological sites within the project area. In addition, seven previously recorded cultural resources surveys, 21 previously recorded archaeological sites, and one cemetery are within the study area (THC 2022) (Figure 4). No NRHP properties, State Antiquities Landmark (SAL), Official Texas Historical Markers, or local neighborhood surveys were identified within the project area or the study area. A review of the TxDOT NRHP Listed and Eligible Bridges database found there were no previously identified NRHP eligible bridges within the project area, nor within the 1-km (0.6-mile) study area (TxDOT 2022). Additionally, the historic map review identified a total of 75 potential historical standing structures within the 1-km (0.6-mile) study area; of those potential historical structures, only three are depicted within the project area and an additional 11 are depicted within 91.4 meters (m) (300 feet) of the project area (Foster et al., 2006; USGS 2022c) (Figure 4).

Nine previously conducted surveys intersect the project area, with seven previously conducted surveys identified within the 1-km (0.6-mile) study area (Figure 4). A summary of these surveys is provided in Table 3 (THC 2022).

The desktop review determined that four previously recorded archaeological sites intersect the project area (i.e., 41WM1079, 41WM1080, and 41WM1084, and 41WM1085), and 21 sites were identified within the 1-km (0.6-mile) study area (THC 2022) (Table 4; Figure 4). Site 41WM1079 was recorded as a historic homestead site during a Phase I survey conducted by the Archaeological and Cultural Sciences Group (ACSG) in 2003 and intersects the northern portion of the project area (THC 2022). The site was originally described as a surface scatter of historic artifacts with remnants of features (e.g., limestone chimney, four outbuildings, and one stone wall) associated with an early to mid-twentieth-century homestead. The site is considered undetermined for eligibility for the NRHP (THC 2022).

Site 41WM1080 was recorded as a historic homestead site during a Phase I survey conducted by ACSG in 2003 and intersects the northern portion of the project area (THC 2022). The site was originally described

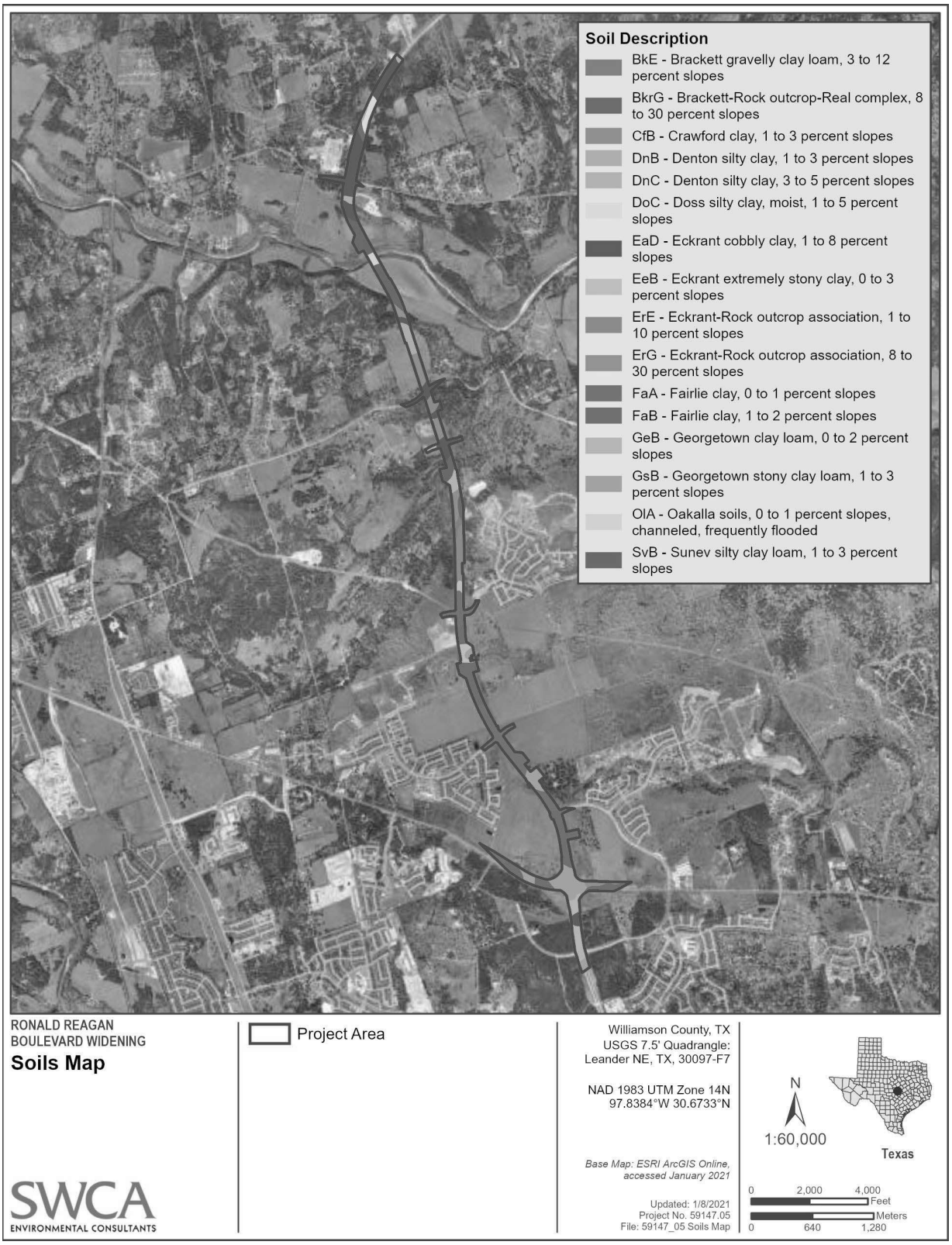


Figure 3. Soils map (Background Imagery: ESRI 2018 and NRCS 2022).

REDACTED MAP

Figure 4. Background review results map (Background Imagery: ESRI 2018 and THC 2022).

Table 3. Previously Conducted Surveys Within the Study Area

Atlas No.	Distance to Project Area	Project Description	Year	Investigator	Agency/Sponsor	ACT Permit No.
8400004226	**Intersects**	Not available on the Atlas	–	Not available on the Atlas	Not available on the Atlas	–
8400009992	**Intersects**	Not available on the Atlas	2021	Not available on the Atlas	Texas Water Development Board	2539
8500004621	**Intersects**	Not available on the Atlas	1965	Not available on the Atlas	U.S. Army Corps of Engineers – Fort Worth District	–
8500013823	**Intersects**	Not available on the Atlas	2006	Horizon Environmental Services, Inc.	TxDOT	4273
8500013832	**Intersects**	Not available on the Atlas	2007	SWCA	Williamson County	4381
8500013875	Within 1 km (0.6 mile)	Not available on the Atlas	2007	SWCA	Williamson County	4373
8500018304	**Intersects**	Parmer Lane	2003	ACSG	Williamson County	2752
8500020659	**Intersects**	Road Improvements to County Road 258 from Sunset Ridge to Ronald Reagan Boulevard	2012	Blanton & Associates, Inc.	Williamson County	6344
8500060994	Within 1 km (0.6 mile)	Ronald Reagan Boulevard Main Pipeline Extension	2014	HRA Gray & Pape Project	Brown & Gay Engineers, Inc.	6952
8500061451	**Intersects**	Parmer Lane Extension from FM 2243 to SH 29	2002	ACSG	Athabasca Consulting Inc.	2753
8500063836	Within 1 km (0.6 mile)	Ronald Reagan Boulevard Main Pipeline Extension	2014	HRA Gray & Pape Project	City of Leander	6952
8500063838	**Intersects**	Not available on the Atlas	–	Not available on the Atlas	Not available on the Atlas	–
8500079919	Within 1 km (0.6 mile)	Ronald Reagan Boulevard 24-Inch Water Line Extension Project	2015	SWCA	City of Leander	7318
8500080569	Within 1 km (0.6 mile)	Santa Rita Elementary School	2017	Terracon Consultants, Inc.	Georgetown ISD	8233
8500081014	Within 1 km (0.6 mile)	Liberty Hill ISD Santa Rita Elementary School Tract	2019	Horizon Environmental Services, Inc.	Liberty Hill ISD	8827
8500081264	Within 1 km (0.6 mile)	Braun Elevated Storage Tank	2018	ACI Consulting	City of Georgetown	8515

Table 4. Previously Recorded Sites Within the Study Area

Trinomial	Distance to Project Area	Time Period	Site Type	NRHP Eligibility/Comments
41WM74	Within 1-km (0.6 mile)	Prehistoric	Burned rock midden	Eligibility is undetermined for the NRHP.
41WM75	Within 1-km (0.6 mile)	Prehistoric	Open campsite	Eligibility is undetermined for the NRHP.
41WM78	Within 1-km (0.6 mile)	Prehistoric	Open campsite	Eligibility is undetermined for the NRHP.
41WM79	Within 1-km (0.6 mile)	Prehistoric	Open campsite	Eligibility is undetermined for the NRHP.
41WM173	Within 1-km (0.6 mile)	Prehistoric	Lithic scatter	Eligibility is undetermined for the NRHP.
41WM174	Within 1-km (0.6 mile)	Prehistoric	Lithic scatter	Eligibility is undetermined for the NRHP.
41WM175	Within 1-km (0.6 mile)	Prehistoric	Open campsite	Eligibility is undetermined for the NRHP.
41WM176	Within 1-km (0.6 mile)	Prehistoric	Open campsite	Eligibility is undetermined for the NRHP.
41WM182	Within 1-km (0.6 mile)	Prehistoric	Rock shelter	Eligibility is undetermined for the NRHP.
41WM183	Within 1-km (0.6 mile)	Prehistoric	Lithic scatter	Eligibility is undetermined for the NRHP.
41WM184	Within 1-km (0.6 mile)	Prehistoric	Open campsite	Eligibility is undetermined for the NRHP.
41WM203	Within 1-km (0.6 mile)	Prehistoric	Open campsite	Eligibility is undetermined for the NRHP.
41WM214	Within 1-km (0.6 mile)	Prehistoric	Open campsite	Eligibility is undetermined for the NRHP.
41WM215	Within 1-km (0.6 mile)	Prehistoric	Burned rock midden	Eligibility is undetermined for the NRHP.
41WM220	Within 1-km (0.6 mile)	Prehistoric	Lithic scatter	Eligibility is undetermined for the NRHP.
41WM248	Within 1-km (0.6 mile)	No information available on the Atlas	No information available on the Atlas	Eligibility is undetermined for the NRHP.
41WM1079	**Intersects**	Historic	Homestead	Eligibility is undetermined for the NRHP.
41WM1080	**Intersects**	Multicomponent	Prehistoric lithic scatter; Historic homestead	Eligibility is undetermined for the NRHP.
41WM1081	Within 1-km (0.6 mile)	Historic	Homestead	Eligibility is undetermined for the NRHP.
41WM1082	Within 1-km (0.6 mile)	Historic	Homestead	Eligibility is undetermined for the NRHP.
41WM1083	Within 1-km (0.6 mile)	Prehistoric	Burned rock midden	Eligibility is undetermined for the NRHP.
41WM1084	**Intersects**	Prehistoric	Lithic scatter	Eligibility is undetermined for the NRHP.
41WM1085	**Intersects**	Historic	Homestead	Eligibility is undetermined for the NRHP.
41WM1310	Within 1-km (0.6 mile)	Prehistoric	Lithic scatter	Not eligible for the NRHP within the ROW (THC 3/18/2016).
41WM1404	Within 1-km (0.6 mile)	No information available on the Atlas	No information available on the Atlas	Eligibility is undetermined for the NRHP.

as a surface scatter of historic artifacts with remnants of features (e.g., chimney, two linear rock piles, and a privy) associated with an early to mid-twentieth-century homestead. The site is considered undetermined for eligibility for the NRHP (THC 2022).

Site 41WM1084 was recorded as a prehistoric lithic scatter during a Phase I survey conducted by ACSG in 2013 and intersects the northern portion of the project area (THC 2022). The site was described as a possible Early Archaic site consisting of a subsurface Nolan point at the base of a bluff. No additional artifacts, or features were observed during the initial recording. The site is considered undetermined for eligibility for the NRHP (THC 2022).

Site 41WM1085 was recorded as a historic homestead site during a Phase I survey conducted by ACSG in 2003 and is located near the center for the project area (THC 2022). The site was originally described as a surface scatter of historic artifacts with remnants of features (e.g., chimney, house foundations, foundations of a small structure, a cistern, a utility pole, two depressions, and a driveway) associated with an early to mid-twentieth-century homestead. The site is considered undetermined for the NRHP (THC 2022).

The desktop review determined that one cemetery (i.e., Anderson Cemetery) is within the 1-km (0.6-mile) study area (Figure 4). Anderson Cemetery is located approximately 0.7 km (0.4 mile) south of the intersection of FM 3405 and FM 256. The cemetery has 25 internments dated from 1869 to 1945 (Find a Grave 2022).

METHODS

SWCA will implement field survey methods that comply with technical standards and requirements established by the THC and Council of Texas Archeologists (CTA). SWCA professional archaeologists will conduct a pedestrian survey of the project area using systematic transects spaced no more than 30 m (98.4 feet) apart. This procedure will examine visible ground surfaces for cultural materials and aboveground features. Visual examination will be supplemented through shovel tests hand-excavated within the property. Shovel testing will be conducted in areas that hold the potential for intact, subsurface, archaeological resources. Shovel tests will not be conducted and/or will be limited in areas within pre-existing utility ROWs, areas disturbed by modern homestead development, or in upland settings lacking soils or displaying bedrock exposures.

The potential for deeply buried cultural deposits is currently deemed low for the majority of the project area based on the previously discussed soils and geology information. The majority of the soils mapped within the project area consist of shallow indurated limestone with a low potential to contain deeply buried cultural deposits; these areas will be assessed through systematic shovel testing. The exception is the soils around the North Fork of the San Gabriel River, which consist of loamy alluvium and has a high potential for deeply buried cultural deposits; these areas will be assessed through mechanical backhoe trenching. The field assessment will further define the potential of the landform and methods will be adjusted accordingly.

Shovel tests will be excavated according to THC standards. Linear projects require at least one survey transect for every 30 m (98 feet) of corridor width, with at least one shovel test excavated per 100 linear m (328 linear feet) on each transect. The main corridor of the currently proposed project is approximately 60 m (200 feet) wide and 10.1 km (6.3 miles) long, which would require at least 202 shovel tests. SWCA will excavate shovel tests in 20-centimeter (cm) (8-inch) arbitrary levels to 80 cm (31.5 inches) in depth, impervious surfaces, groundwater, or to culturally sterile deposits, whichever comes first. The matrix will be screened through ¼-inch mesh.

Mechanical backhoe trenching is anticipated at the North Fork of the San Gabriel River. Where used, backhoe trenches will be substituted for shovel tests at a 1:2 ratio and will generally be spaced 100 to 300 m (328 to 984 feet) apart. Backhoe trenches will be excavated to a depth sufficient to determine the presence/absence of buried cultural materials and allow for the complete recording of all features and geomorphic information to the depths of anticipated project impacts. Backhoe trenches will be a minimum of 60 cm (24 inches) wide and 4 m (13 feet) long and benched according to safety concerns, if needed. Stratigraphic descriptions will be recorded for each trench, and all features encountered will be mapped and photographed. If a trench is positive for cultural materials, a column sample may be excavated. Column samples will be 30 by 30 cm (12 by 12 inches) in size and excavated in 20-cm (8-inch) arbitrary levels to sterile soils or depth. Archaeologists will plot each shovel test and backhoe trench using a global positioning system (GPS) receiver and will record each test on appropriate project field forms. Areas with cultural

resources will require additional shovel testing at closer spacing to delineate the boundaries of buried cultural materials.

Previously identified resources, as well as any newly identified archaeological sites, will be explored as thoroughly as possible with consideration to the boundaries of the project. All discovered sites will be assessed regarding their potential significance so that recommendations can be made for proper management (i.e., avoidance, non-avoidance, or further work), and will be assessed for SAL and NRHP eligibility. Shovel tests will be excavated per THC/CTA standards to define horizontal and vertical site boundaries.

SWCA will complete appropriate State of Texas Archaeological Site Data Forms for each site discovered during the investigations. SWCA will produce a detailed plan map of each site and plot locations on USGS 7.5-minute topographic quadrangles and relevant project maps. Unless otherwise required by the THC or USACE, SWCA will conduct a non-collection survey, where artifacts will be tabulated, analyzed, photographed, and documented in the field. Field notes will be kept at the SWCA Austin location. If survey data allow, SWCA archaeologists will make a significance determination using the criteria listed in 36 Code of Federal Regulations (CFR) 60.4. If determined to be potentially significant and eligible for listing on the NRHP or as a SAL, additional work may be required to study or mitigate the resource prior to any construction.

During the survey, the field team will also plot, record, and photograph any buildings or structures within or directly adjacent to the area of potential effect that appear to be more than 45 years in age. These potential historical features will be evaluated by a U.S. Secretary of the Interior-qualified architectural historian to identify if they are potentially eligible for listing on the NRHP and will be reported separately under the same antiquities permit. The architectural evaluation will use standard industry-recognized methods in the analysis, including National Park Service National Register Bulletins 15 and 39. The report will include an evaluation of the resources using the NRHP criteria of evaluation (36 CFR 60.4).

REPORTING AND CURATION

Once the cultural resources survey has been completed, SWCA will prepare a report for review by Williamson County and the THC. The report of the investigations will conform to CTA and THC standards and guidelines. The report will include the results of the background review and the field survey. Specifically, the report will provide the methodology used in the investigations, the presence and condition of previously recorded sites located in the project area, photographs illustrating the environment and setting, a description of cultural resources encountered during the survey, recommendations for management of those cultural resources, and recommendations for additional investigations, if warranted. SWCA will submit a draft digital copy of the report to Williamson County for review and comment. SWCA will address all comments and concerns, and, at the request of Williamson County, the revised draft will be submitted to the THC for review. SWCA will address any comments or concerns and produce a final report to complete requirements of the Antiquities Permit. SWCA is proposing a no-collection survey; however, documentation will be curated at The University of Texas San Antonio, Center for Archaeological Research.

UNANTICIPATED DISCOVERY OF HUMAN REMAINS

In the event of unexpected discovery of human remains or funerary objects/contexts during the survey, SWCA will comply with all applicable state laws (Texas Health and Safety Code Section 711 and the Texas Administrative Code Title 13, Chapter 22, Sections 22.1 through 22.6.), and take into account the Advisory Council on Historic Preservation's 2007 Policy Statement on the Treatment of Burial Sites. In all instances,

any human skeletal remains or funerary objects that may be discovered will be treated with dignity and respect. If human remains are uncovered during investigations, the following steps will be taken:

- SWCA will immediately halt excavation of the remains and shall notify the Williamson County sheriff and the THC. The sheriff will be requested to contact the coroner/medical examiner. After examining the human remains, if the sheriff and coroner determine the remains are modern, then the sheriff or coroner will assume responsibility for the remains.

- Appropriate measures will be taken to ensure that the remains are protected and not disturbed prior to the conclusion of investigation by law enforcement and consultation with appropriate groups to determine next steps (if needed).

- Excavations (e.g., shovel testing) within 100 m (328 feet) of human remains will be halted until the THC authorizes continued work in those areas.

- Surveys will continue elsewhere in the project area.

- If the county sheriff and coroner determine that the remains are not modern or a crime scene, thereby relinquishing their jurisdiction over the remains, SWCA will coordinate with the project sponsor and the THC to determine the appropriate course of action and file *Notice of the Existence of a Cemetery*.

REFERENCES

ESRI
2022 *World Imagery by ESRI.* Online database available at https://services.arcgisonline.com/ArcGIS/rest/services/World_Imagery/MapServer. Accessed September 2022.

Find A Grave
2022 World's largest gravesite collection, and cemetery location website. Available at: https://www.findagrave.com/. Accessed September 2022.

Foster, T. R., T. Summerville, and T. Brown
2006 *The Texas Historic Overlay: A Geographic Information System of Historic Map Images for Planning Transportation Projects in Texas.* Prepared for the Texas Department of Transportation by PBS&J, Austin.

Natural Resources Conservation Service (NRCS)
2022 Web Soil Survey. Online database available at https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm. Accessed September 2022.

Texas Department of Transportation (TxDOT)
2022 Texas Department of Transportation database, NRHP Listed and Eligible Bridges of Texas. Available at: https://txdot.maps.arcgis.com/apps/webappviewer/. Accessed September 2022.

Texas Historical Commission (THC)
2022 Texas Archeological Sites Atlas restricted database, Texas Historical Commission. Available at: http://atlas.thc.texas.gov. Accessed September 2022.

U.S. Geological Survey (USGS)
2019 *Leander NE, TX* [map]. 1:24,000, 7.5-Minute Series topographic quadrangle. U.S. Department of the Interior, U.S. Geologic Survey, Washington D.C.

2022a ArcGIS USGS Topographic Map (Large). Available at: http://services.nationalmap.gov/arcgis/rest/services/USGSTopoLarge/MapServer. Accessed September 2022.

2022b Texas Geology Web Map Viewer. Available at: https://txpub.usgs.gov/txgeology/. Accessed September 2022.

2022c The National Geologic Map Database (TopoView). Historical topographic map collection. Available at: http://ngmdb.usgs.gov/maps/TopoView/. Accessed September 2022.

Commissioners Court - Regular Session **53.**

Meeting Date: 09/27/2022

JSUD Right of Entry

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 Right of Entry request from Jonah Special Utility District for Land Surveying and Geotechnical Services needed for the County Road 100/118 Road and Bridge project. (Parcel R373126)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Right of Entry Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2022 09:50 AM
Form Started By: Charlie Crossfield		Started On: 09/21/2022 02:34 PM
Final Approval Date: 09/22/2022		

JONAH Special Utility District

4050 FM 1660 Hutto, Texas 78634 512-759-1286 Fax 512-759-2983

Permission: Right of Entry for Land Surveying and Geotechnical Services

Date: September 15, 2022

Owner's Name: Williamson County

Owner's Address: 710 Main Street, Suite 101, Georgetown, Texas 78626

Dear Property Owner:

For the property identified as R373126, per Williamson County Appraisal District's information; refer to the attached exhibit. Jonah Water Special Utility District and its third-party representatives are requesting your permission to allow survey and geotechnical field crews to enter your properties to perform their respective professional services. The services may include surveying and locating property corners; as well as performing geotechnical bores, so to help with the design of the proposed improvements. If these properties have been sold, please provide the name and address of the new owner. If there are any lessors or tenants on the property that should be contacted, please include this information in the space provided below. If you are agreeable, please sign in the space provided below, then mail the signed original back to Jonah Water Special Utility District in the stamped, addressed envelope we have enclosed for your convenience. Also, if you have access to email or a fax machine, we would appreciate you providing us a copy of your signed authorization before the original is mailed. My email address is bbrown@jonahwater.com and the Jonah Water's fax number is (512) 759-2983. We have also enclosed a copy of this letter for you to keep for your records. Due to time considerations, your earliest reply would be greatly appreciated.

If you have any questions, please contact our office. Thank you for your assistance in this matter.

Sincerely,
Bill Brown
General Manager

JONAH Special Utility District

4050 FM 1660 Hutto, Texas 78634 512-759-1286 Fax 512-759-2983

ACCEPTANCE OF ENTRY TO PROPERTY

Owner's Name: Williamson County

Parcel Number: R373126

Permission is hereby granted to Jonah Water Special Utility District and its third-party representation to enter my property, referenced above, to perform land surveys, including to set and survey the control points, locate the property corners, and collect topographical information for Jonah Water Special Utility District's Project, in Williamson County, Texas.

ADDITONALLY:

Permission is hereby granted to Jonah Water Special Utility District and its third-party representation to enter my property, referenced above, to perform geotechnical bores for the Jonah Water Special Utility District's Project in Williamson County, Texas, subject to remuneration for physical damages caused by Jonah or its representatives.

By its entry upon the property pursuant to the Permission granted herein, Jonah Special Water Special Utility District and its third-party contractors (collectively "Jonah") agree to indemnify and hold Owner harmless from any damages or other losses to third parties resulting from any acts or omissions of Jonah, its employees, agents or assigns, in carrying out the purposes of this Right of Entry on the Property, and otherwise agrees to accept and be bound by the terms and conditions herein.

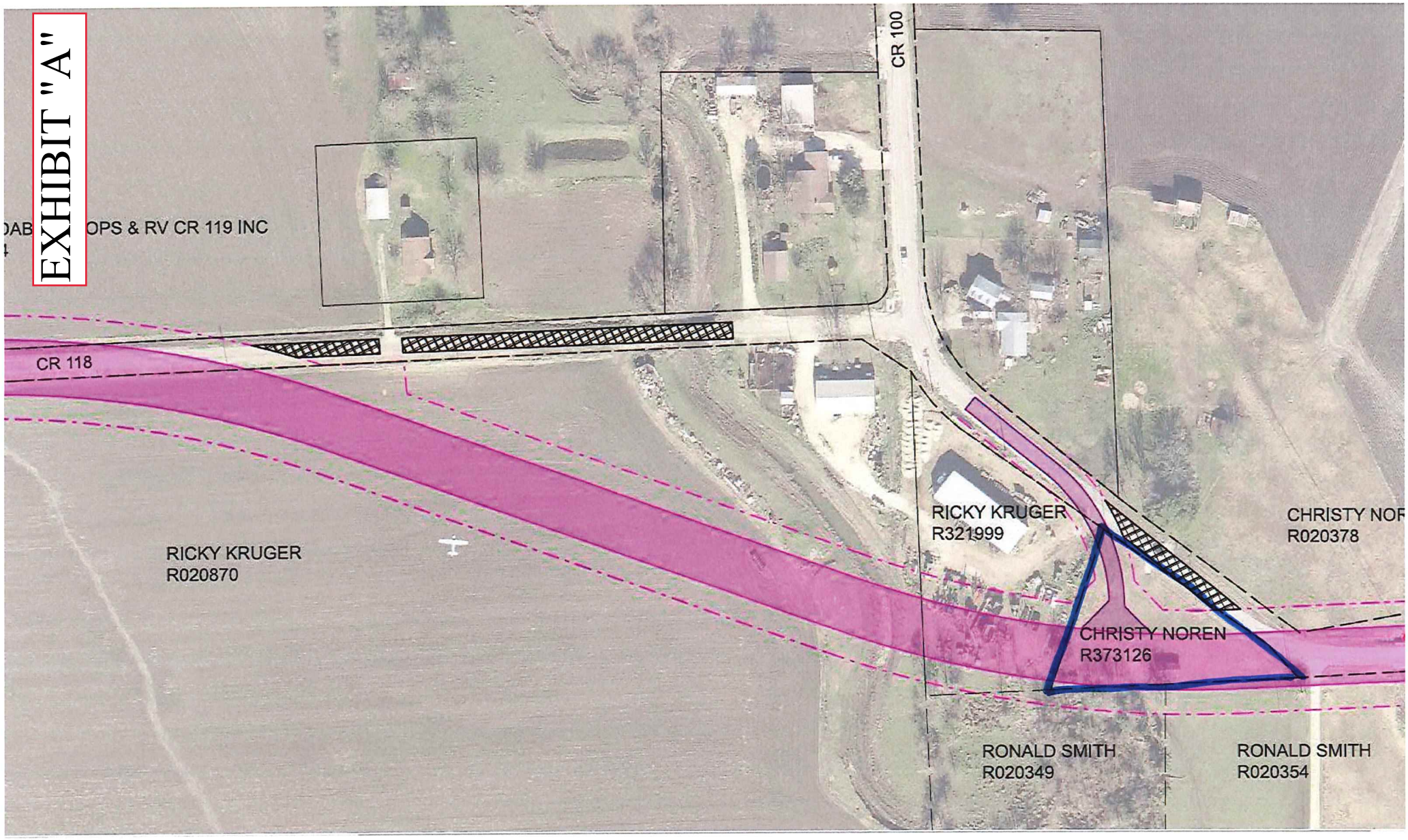
_____ Date_____

Bill Gravell, Jr., County Judge

Special Comments, Instructions, Lessors or Tenants Names, Address and Phone Number:

The entry permission granted herein shall expire 6 months from the date of execution above, unless extended by Owner in writing.

Please notify Williamson County engineer Kon Kwan (512.942.1940/ kkwan@wilco.org) prior to entry for geotechnical boring.


EXHIBIT "A"
OPS & RV CR 119 INC
CR 100
CR 118
RICKY KRUGER
R020870
RICKY KRUGER
R321999
CHRISTY NOR
R020378
CHRISTY NOREN
R373126
RONALD SMITH
R020349
RONALD SMITH
R020354

Commissioners Court - Regular Session **54.**

Meeting Date: 09/27/2022

Sam Bass Roadway 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 Roadway Easement with The City of Round Rock for 1.020 acres needed on the Corridor H/Sam Bass Road project. (Parcel 6) Funding Source: Road Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Roadway Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2022 09:50 AM
Form Started By: Charlie Crossfield		Started On: 09/21/2022 02:42 PM
Final Approval Date: 09/22/2022		

ROADWAY EASEMENT
Corridor H/Sam Bass Road Right of Way

THE STATE OF TEXAS '
' KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON '

That the **CITY OF ROUND ROCK, TEXAS**, and its successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY, TEXAS**, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, DONATED, SOLD, and CONVEYED, and by these premises does hereby GRANT, SELL, DONATE and CONVEY unto Grantee an exclusive perpetual roadway easement interest in, on, over, upon, above and across the following described property (the "Property"):

BEING A 1.020 ACRE TRACT OF LAND LOCATED IN THE W. ANDERSON SURVEY, ABSTRACT NO. 15, AND THE J.H. DILLARD SURVEY, ABSTRACT NO. 179, BOTH IN WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON **EXHIBIT "A"**, ATTACHED HERETO **(Parcel 6)**.

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing, operating, repairing and maintaining a public roadway and any related facilities and appurtenances, along with any associated grading, clearing, relocation of utilities and placement of supporting structures which may be necessary to facilitate the proper drainage and function of the adjacent property and roadway facilities, in, along, upon and across said Property, together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs for the purposes granted herein which the County deems necessary.

And for the same consideration described above and upon the same conditions, Grantor have this day granted and conveyed unto Grantee any and all improvements presently existing upon the Property, Save and Except the following: N/A.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees upon the easement area in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

CM-2022-219

Grantor hereby acknowledges that its use of and access to the roadway facilities to be constructed in conjunction with the road facility of which the land included in the easement area and described above and hereby conveyed shall become a part, shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantor further acknowledges that the design and operation of such road facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said roadway facility, shall hereafter be governed by applicable local municipal zoning, platting and development ordinances to be necessary in the interest of public safety and in compliance with approved engineering principles and practices.

By acceptance of this easement, Grantee agrees that as part of the construction of the proposed Corridor H/Sam Bass roadway improvement project it shall permit and cause a replacement driveway connection to be constructed between the edge of proposed roadway pavement and the new Roadway Easement Property line, in the location and in substantial compliance with the plans and specifications identified as DVWY01 on Exhibit "B" attached hereto and incorporated herein. Grantor agrees to allow Grantee, its agents contractors and assigns the temporary right to enter the remaining property of Grantor at the limited area and for limited time period only as necessary to carry out the obligations of this paragraph.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said roadway and related facilities as described herein; and Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under GRANTOR but not otherwise.

Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

[signature pages follow]

GRANTOR:

CITY OF ROUND ROCK, TEXAS

By: Laurie Hadley
Laurie Hadley, City Manager

ACKNOWLEDGMENT

THE STATE OF TEXAS '
'
COUNTY OF WILLIAMSON '

This instrument was acknowledged before me on this the 16th day of the month of Sept., 2022, by Laurie Hadley, City Manager of the City of Round Rock, in the capacity and for the purposes and consideration recited herein.

Monique Adams
Notary Public, State of Texas

MONIQUE ADAMS
My Notary ID # 126257913
Expires March 22, 2026

AGREED AND ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

ACKNOWLEDGMENT

THE STATE OF TEXAS '
'
COUNTY OF WILLIAMSON '

This instrument was acknowledged before me on this the _____ day of the month of _____, 2022, by Bill Gravell, Jr.. Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County
c/o County Auditor
710 Main Street
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "A"

County: Williamson
Parcel No.: 6
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

August 19, 2022

PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 1.020 ACRE (44,441 SQ. FT.) EASEMENT LOCATED IN THE W. ANDERSON SURVEY, ABSTRACT 15, WILLIAMSON COUNTY, TEXAS, AND THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLLED 245.4 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO THE CITY OF ROUND ROCK, RECORDED SEPTEMBER 15, 2000 IN DOCUMENT NO. 2000066640, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.020 ACRE (44,441 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap found 484.44 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 296+18.47 on the south line of said 245.4 acre tract, for the northeast corner of a 10.01 acre tract of land, described in a deed to Williamson County, Texas, recorded in Document No. 2021082407, O.P.R.W.C.TX., same being the northwest corner of a remainder of a called 32.96 acre tract of land, described in a deed to Bruce E. Gessaman and wife, Carole D. Gessaman, recorded in Volume 2553, Page 222, Official Records of Williamson County, Texas (O.R.W.C.TX.);

THENCE with the common line of said 245.4 acre tract and said 10.01 acre tract, the following five (5) courses and distances:

S 79°30'06" W, a distance of 1,238.96 feet to a calculated point,

S 83°09'06" W, a distance of 112.53 feet to a calculated point,

S 86°19'06" W, a distance of 84.07 feet to a calculated point,

N 89°44'54" W, a distance of 324.32 feet to a calculated point, for the northwest corner of said 10.01 acre tract, same being an interior ell corner of said 245.4 acre tract, and

S 00°19'06" W, a distance of 106.29 feet to a magnail found on the existing east right-of-way line of Sam Bass Rd, a variable width right-of-way, as described in Volume 1243, Page 704, Deed Records of Williamson County, Texas (D.R.W.C.TX.), said point being the beginning of a curve to the right;

THENCE departing the common line of said 245.4 acre tract and said 10.01 acre tract, with the existing east right-of-way line of said Sam Bass Road and said curve to the right, an arc distance of 101.91 feet, through a central angle of 10°20'01", having a radius of 565.07 feet, and a chord that bears N 85°10'10" W, a distance of 101.78 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,170,405.71 E=3,107,780.74) set 77.15 feet left of Sam Bass Road E.C.S. 278+12.79, said point being the beginning of a curve to the right, for the southeast corner and the **POINT OF BEGINNING** of the easement described herein;

THENCE continuing with the existing east right-of-way line of said Sam Bass Road, the following four (4) courses and distances numbered 1- 4:

1) With said curve to the right, an arc distance of 368.16 feet, through a central angle of 37°19'49", having a radius of 565.07 feet, and a chord that bears N 61°20'15" W, a distance of 361.69 feet to a calculated point, from which a 1/2-inch iron rod with a plastic disc stamped "BAKER AICKLEN" found bears S 59°24'06" E, a distance of 1.02 feet,

2) N 20°30'07" W, a distance of 782.24 feet to a 5/8-inch iron rod with a plastic disc stamped "BAKER AICKLEN" found,

3) N 20°44'37" W, a distance of 813.45 feet to a Type II concrete monument found, for the most westerly northwest corner of said 245.4 acre tract and the easement described herein, and

4) N 25°36'32" E, passing at a distance of 102.13 feet a 5/8-inch iron rod with a plastic cap stamped "SAM" found, and continuing for a total distance of 103.73 feet to a calculated point on the existing south right-of-way line of FM 1431 (E. Whitestone Boulevard), a 200 foot wide right-of-way, as depicted in Document No. 2004018700, Plat Records of Williamson County, Texas (P.R.W.C.TX.), for the most northerly northwest corner of said 245.4 acre tract and the easement described herein, said point being the beginning of a curve to the right;

5) THENCE departing the existing east right-of-way line of said Sam Bass Road, with the existing south right-of-way line of said FM 1431 and said curve to the right, an arc distance of 14.50 feet, through a central angle of 00°06'37", having a radius of 7,539.62 feet, and a chord that bears N 72°18'20" E, a distance of 14.50 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 146.40 feet left of Sam Bass Road E.C.S. 257+28.66, for the northeast corner of the easement described herein;

THENCE departing the existing south right-of-way line of said FM 1431, over and across said 245.4 acre tract, the following five (5) courses and distances numbered 6-10:

6) S 25°41'23" W, a distance of 86.16 feet to 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 84.00 feet left of Sam Bass Road E.C.S. 257+88.08,

7) S 20°42'48" E, a distance of 771.92 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 84.00 feet left of Sam Bass Road E.C.S. 265+60.00,

8) S 69°17'12" W, a distance of 10.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 74.00 feet left of Sam Bass Road E.C.S. 265+60.00,

9) S 20°42'45" E, a distance of 684.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 74.00 feet left of Sam Bass Road E.C.S. 272+44.84, said point being the beginning of a curve to the left, and

10) With said curve to the left, an arc distance of 494.65 feet, through a central angle of 53°52'48", having a radius of 526.01 feet, and a chord that bears S 47°39'12" E, a distance of 476.63 feet to the **POINT OF BEGINNING,** and containing 1.020 acres (44,441 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 the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: 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.

Scott C. Brashear 8/19/2022

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	S83°09'06"W	112.53'
(L1)	(S85°41'11"W)	(112.64')
L2	S86°19'06"W	84.07'
(L2)	(S86°19'41"W)	(83.89')
L3	N89°44'54"W	324.32'
(L3)	(N89°44'42"W)	(324.34')
L4	S00°19'06"W	106.29'
(L4)	(S00°23'08"W)	(106.30')

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	10°20'01"RT	565.07'	101.91'	101.78'	N85°10'10"W
(C1)	(LT)	(565.00')	(690.32')	(648.18')	(S52°35'E)

MATCH SHEET 5 OF 8

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 276+98.02
N = 10,170,276.64
E = 3,107,519.58
Δ = 74°08'11.95" (LT)
D = 09°48'39.32"
L = 755.65'
T = 441.17'
R = 584.00'
PC Sta 272+56.86
PT Sta 280+12.51

CITY OF ROUND ROCK
CALLED 245.4 AC.
RECORDED SEPTEMBER 15, 2000
DOC. NO. 2000066640
O.P.R.W.C.TX.

J.H. DILLARD SURVEY
ABSTRACT 179

P.O.C.
1/2" W/PCAP
296+15.23
489.12'LT

S79°30'06"W 1,238.96'
(S79°19'52"W 1,616.75')

⑥
(1.020 AC.)

L3 (L3) L2 (L2) L1 (L1)

FENCE

L4 (L4)

P.O.B.
N=10,170,405.23
E=3,107,780.74
278+12.72
77.15'LT

C1 (C1)

EXISTING R.O.W.

WILLIAMSON COUNTY
VOL. 1243, PG. 704
D.R.W.C.TX.

N85°09'00"E
661.45'

PT 280+12.51

PC 286+73.96

PT 289+00.46

290+00

S81°52'22"E
893.19'

WILLIAMSON COUNTY, TEXAS
CALLED 10.01 AC.
DOC. NO. 2021082407
O.P.R.W.C.TX.

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 287+87.70
N = 10,170,379.48
E = 3,108,731.58
Δ = 12°58'37.90" (RT)
D = 05°43'46.48"
L = 226.49'
T = 113.73'
R = 1,000.00'
PC Sta 286+73.96
PT Sta 289+00.46

BRUCE E. GESSAMAN &
WIFE, CAROLE D. GESSAMAN
REMAINDER OF
A CALLED 32.96 ACRES
VOL. 2553, PG. 222
O.R.W.C.TX.

295+00

PC 297+93.65

SAM BASS ROAD
ENGINEER'S CENTERLINE
(VARIABLE WIDTH R.O.W)
(NO RECORD INFORMATION FOUND)

C.R. 175 (SAM BASS RD)
EXISTING R.O.W.

E F G H I J K L M N

REF. FIELD NOTE NO. 46057

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\6\PLAT\01\P-6.dgn

EXISTING	245.4 AC.	ACQUIRE	0.000 AC.	REMAINING	245.400 AC. LEFT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
CITY OF ROUND ROCK
PARCEL 6
1.020 AC. (44,441 SQ. FT.)

EXHIBIT "A"

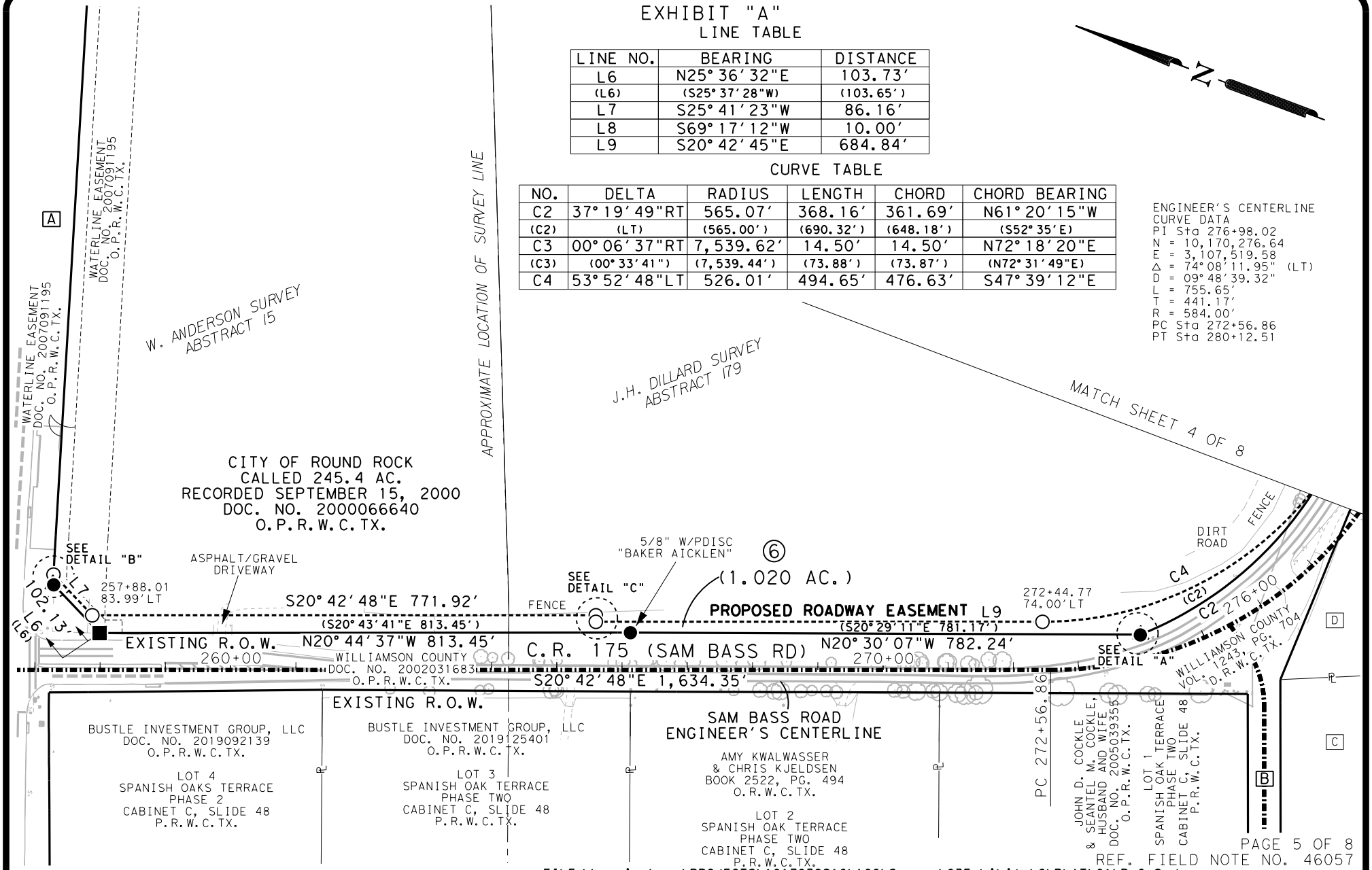
LINE TABLE

LINE NO.	BEARING	DISTANCE
L6	N25° 36' 32"E	103.73'
(L6)	(S25° 37' 28"W)	(103.65')
L7	S25° 41' 23"W	86.16'
L8	S69° 17' 12"W	10.00'
L9	S20° 42' 45"E	684.84'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	37° 19' 49"RT	565.07'	368.16'	361.69'	N61° 20' 15"W
(C2)	(LT)	(565.00')	(690.32')	(648.18')	(S52° 35'E)
C3	00° 06' 37"RT	7,539.62'	14.50'	14.50'	N72° 18' 20"E
(C3)	(00° 33' 41")	(7,539.44')	(73.88')	(73.87')	(N72° 31' 49"E)
C4	53° 52' 48"LT	526.01'	494.65'	476.63'	S47° 39' 12"E

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 276+98.02
N = 10,170,276.64
E = 3,107,519.58
Δ = 74° 08' 11.95" (LT)
D = 09° 48' 39.32"
L = 755.65'
T = 441.17'
R = 584.00'
PC Sta 272+56.86
PT Sta 280+12.51



200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

PAGE 5 OF 8
REF. FIELD NOTE NO. 46057

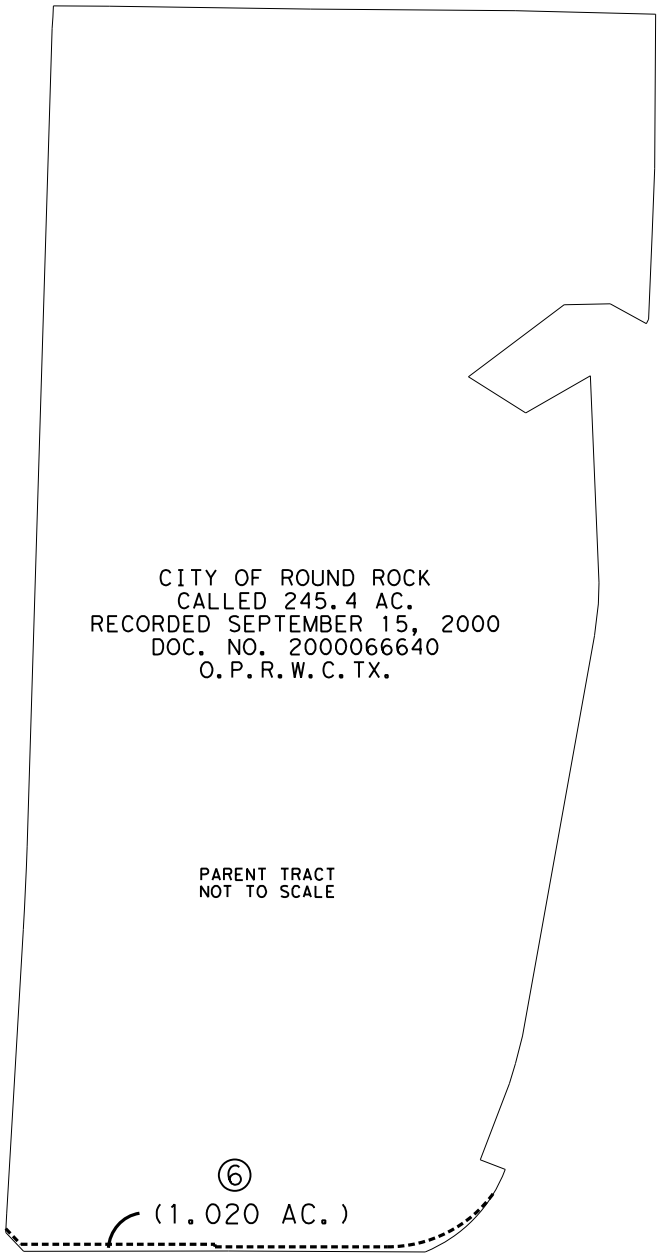
FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\6\PLAT\01\P-6_2.dgn

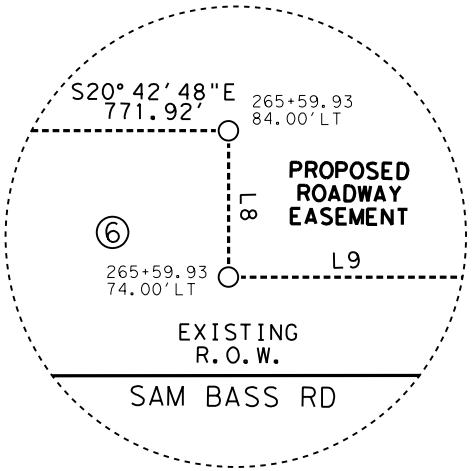
EXISTING	245.4 AC.	ACQUIRE	0.000 AC.	REMAINING	245.400 AC. LEFT

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(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

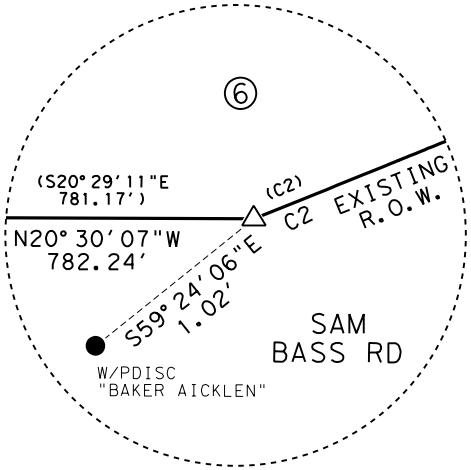
EASEMENT SKETCH
SHOWING PROPERTY OF
CITY OF ROUND ROCK
PARCEL 6
1.020 AC. (44,441 SQ. FT.)

EXHIBIT "A"

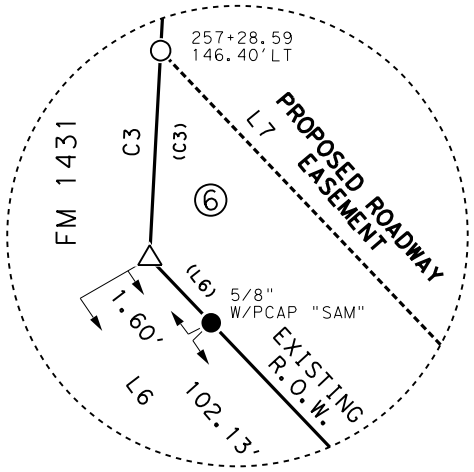




DETAIL "C"
NOT TO SCALE



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE

REF. FIELD NOTE NO. 46057

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\6\PLAT\01\P-6_2.dgn

EXISTING	245.4 AC.	ACQUIRE	0.000 AC.	REMAINING	245.400 AC. LEFT

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EASEMENT SKETCH
SHOWING PROPERTY OF
CITY OF ROUND ROCK
PARCEL 6
1.020 AC. (44,441 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2022377, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 30, 2020, AND ISSUED DATE MAY 11, 2020.

1. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW (WE MUST EITHER INSERT SPECIFIC RECORDING DATA OR DELETE THIS EXCEPTION):

B DOCS

VOLUME 1074, PAGE 143, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, DISABILITY, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

A. EASEMENT:
RECORDED: VOLUME 430, PAGE 650, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. TO: BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 PURPOSE: SPILLWAY AND/OR FLOOD WATER RETARDATION (UNABLE TO PLOT, MAY AFFECT)

B. EASEMENT:

RECORDED: DOCUMENT NO. 2007091195, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
PURPOSE: DECLARATION OF WATER LINE EASEMENT (AFFECTS AS SHOWN ON PLAT)

C. EASEMENT:

RECORDED: DOCUMENT NO. 2019062747, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: LCRA TRANSMISSION SERVICES CORPORATION PURPOSE: ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY (AFFECTS AS SHOWN ON PLAT)

D. TERMS, CONDITIONS, AND STIPULATIONS IN THE AMENDMENT TO INTERLOCAL AGREEMENT:
RECORDED: DOCUMENT NO. 2006047401, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (NOT A SURVEY MATTER)

E. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID. (SUBJECT TO IF APPLICABLE)

F. ANY AND ALL PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY.

G. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

H. 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.)

I. 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.

J. 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.

REF. FIELD NOTE NO. 46057
FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\6\PLAT\01\P-6_2.dgn

EXISTING	245.4 AC.	ACQUIRE	0.000 AC.	REMAINING	245.400 AC. LEFT

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Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
CITY OF ROUND ROCK
PARCEL 6
1.020 AC. (44,441 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
⊕	MAGNAIL FOUND
■	TYPE II CONCRETE MONUMENT FOUND
℄	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)

[A]

FM 1431 (E. WHITESTONE BLVD)
200' WIDE R.O.W.
PER DOC. NO. 2004018700
P.R.W.C.TX.

[B]

1000 OAKS DR
(50' R.O.W. PER PLAT
CABINET B, SLIDE 321
P.R.W.C.TX.)

[C]

KLAUS D. KUHLMANN
AND WIFE, MARIANNE KUHLMANN
VOL. 657, PG. 441
D.R.W.C.TX.

LOT 1, BLOCK A
SPANISH OAK TERRACE
PHASE ONE
VOL. 7, PG. 70
P.R.W.C.TX.

[D]

MARILYN CARLSON LEBLANC
3.34 ACRES
DOC. NO. 2016046528
O.P.R.W.C.TX.

LOT 1
BRUSHY BEND PARK
SECTION II, PHASE II
CABINET C, SLIDE 123
P.R.W.C.TX.

[E]

PLEONA MAY
REMAINDER OF 2.237 AC.
VOL. 867, PG. 337
D.R.W.C.TX.

[F]

PLEONA MAY
2.37 AC.
TRACT II
VOL. 867, PG. 337
D.R.W.C.TX.

[G]

PLEONA MAY
2.29 AC.
VOL. 685, PG. 109
D.R.W.C.TX.

[H]

EDWARD B. ROHA AND
WIFE, REBECCA R. ROHA
2.22 ACRES
DOC. NO. 2013003444
O.P.R.W.C.TX.

[I]

ALFRED C. HARTMAN III
AND LORRAINE L. HARTMAN
2.28 ACRES
DOC. NO. 2000048362
O.P.R.W.C.TX.

[J]

SKAGGS FAMILY REVOCABLE TRUST
DOC. NO. 2012066334
O.P.R.W.C.TX.

LOT 4A
REPLAT OF LOT AND 5
BRUSHY BEND PARK
SECTION II, PHASE II
CABINET P, SLIDE 295
P.R.W.C.TX.

[K]

PAT O. JORDEN &
DEBORAH V. JORDEN,
HUSBAND AND WIFE
DOC. NO. 1998028459
O.R.W.C.TX.

LOT 5A
REPLAT OF LOT 4 AND 5
BRUSHY BEND PARK
SECTION II, PHASE II
CABINET P, SLIDE 295
P.R.W.C.TX.

[L]

MAYFIELD DR
(NO RECORD
INFORMATION FOUND)

[M]

JOHN M. LINDELL
VOL. 617, PG. 825
D.R.W.C.TX.

TRACT NO. 71
BRUSHY BEND PARK
SECTION II, PHASE II
VOL. 10, PG. 25
P.R.W.C.TX.

[N]

KEVIN JOHN LINDELL
DOC. NO. 2002032117
O.P.R.W.C.TX.

LOT 3
RESUBDIVISION OF
LOTS 71 & 72
BRUSHY BEND PARK
SECTION II, PHASE II
CABINET U, SLIDE 313
P.R.W.C.TX.

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 1.00012. 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 WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2022377, EFFECTIVE DATE IS APRIL 30, 2020, AND ISSUED DATE IS MAY 11, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

**UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.

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.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

8/19/2022

DATE

REF. FIELD NOTE NO. 46057

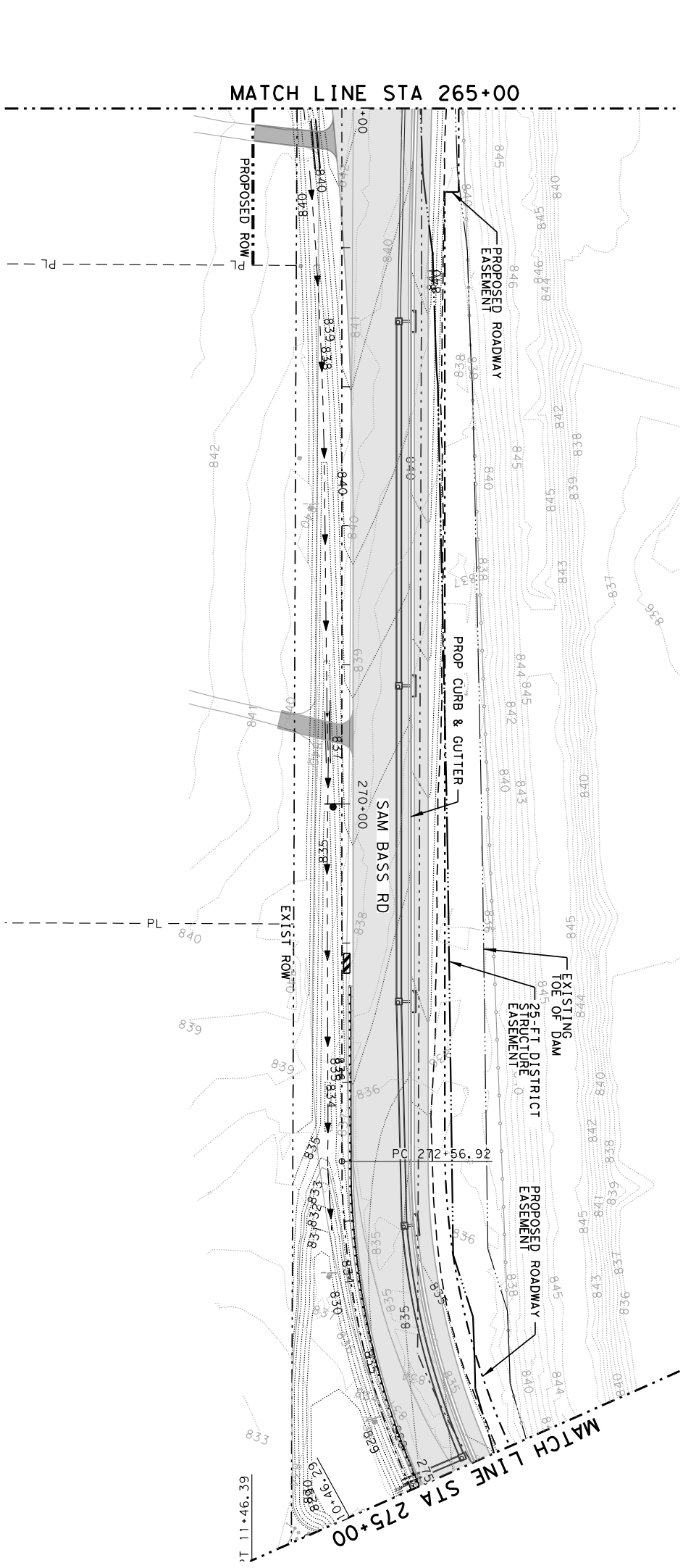
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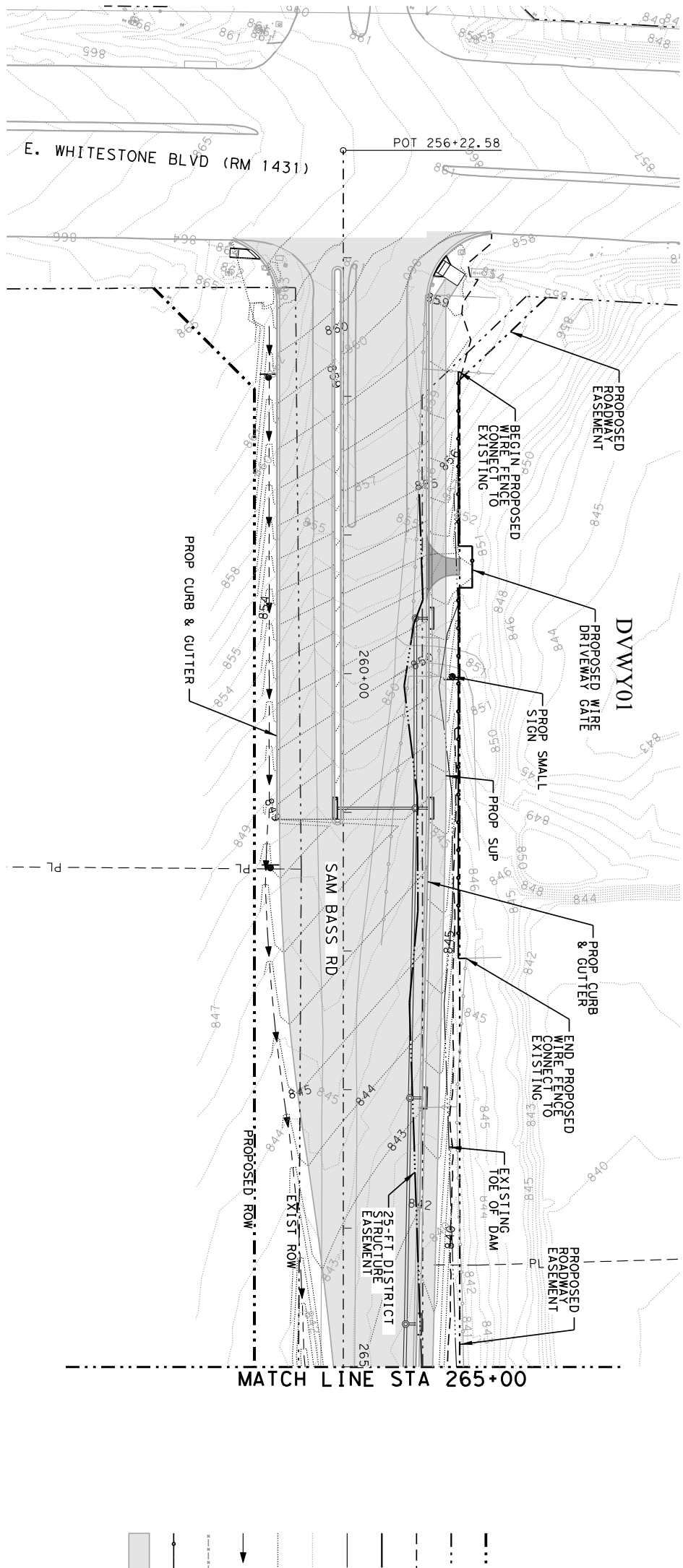
EXISTING	245.4 AC.	ACQUIRE	0.000 AC.	REMAINING	245.400 AC. LEFT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

EASEMENT SKETCH
SHOWING PROPERTY OF
CITY OF ROUND ROCK
PARCEL 6
1.020 AC. (44,441 SQ. FT.)

EXHIBIT "B" (Page 1 of 3)





LEGEND

- PROPOSED R.O.W.
- PROPOSED ROADWAY EASEMENT
- GRADING & RE-VEGETATION LIMITS
- DAM 25' STRUCTURE EASEMENT
- DAM EXISTING TOE OF EMBANKMENT
- EXIST 1' CONTOUR
- PROP 1' CONTOUR
- PROP DITCH
- EXISTING FENCE
- PROPOSED FENCE
- PROPOSED ROADWAY & SUP
- PROPOSED SIGN

0 50 100

REV. NO.	BY	DATE	REVISION DESCRIPTION

DANIEL J. CRYAN 127112 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS
1/25/2022

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SAM BASS ROAD

UBCWCID STRUCTURE EASEMENT LAYOUTS
BEGIN TO STA 275+00

K·FRIESE + ASSOCIATES PUBLIC PROJECT ENGINEERING (FIRM # 6535)

WILLIAMSON COUNTY 1848

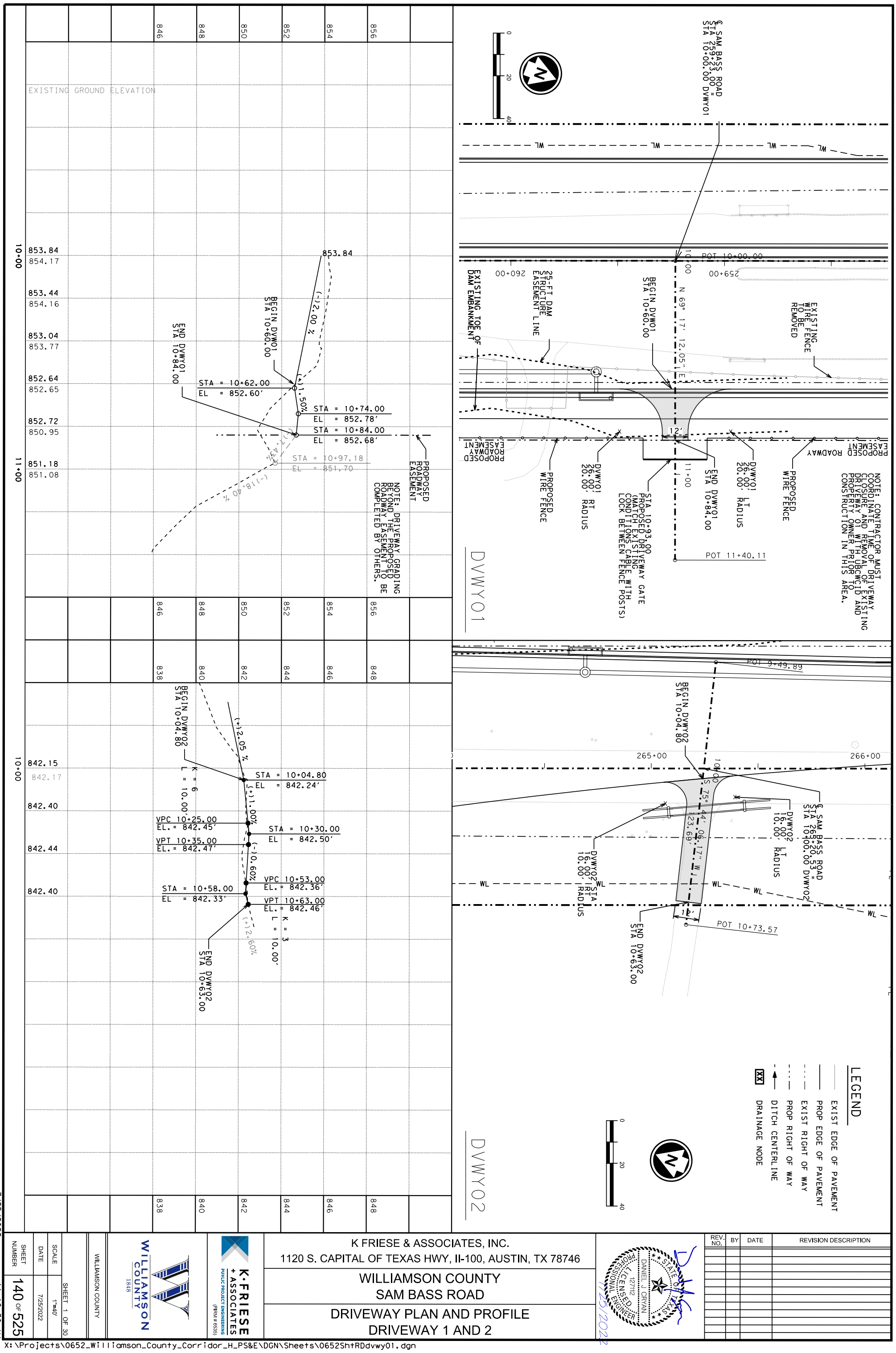
WILLIAMSON COUNTY

SHEET 1 OF 3
SCALE 1"=100'
DATE 7/25/2022
SHEET NUMBER 408 OF 525

7/25/2022 12:02:13 PM

X:\Projects\0652_Williamson_County_Corridor_H_PS&E\DGN\Sheets\UBCWCID\0652ShtUBCWCID01.dgn

EXHIBIT "B" (Page 2 of 3)



REV. NO.	BY	DATE	REVISION DESCRIPTION

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SAM BASS ROAD

DRIVEWAY PLAN AND PROFILE
DRIVEWAY 1 AND 2

DANIEL J. CRYAN
127112
LICENSED
PROFESSIONAL ENGINEER
STATE OF TEXAS
7/25/2022

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY

SCALE 1"=40'
DATE 7/25/2022
SHEET 1 OF 30
SHEET NUMBER 140 OF 525

7/25/2022 11:19:30 AM

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EXHIBIT "B" (Page 3 of 3)

PROPOSED DRIVEWAY TABLE

DRIVEWAY P&P SHEET	DRIVEWAY ID	BEGIN DRIVEWAY STA (A)	LEFT/ RIGHT	SURFACE TYPE	USE	EXISTING	PROPOSED			
						WIDTH	LENGTH (L)	WIDTH (W)	RADIUS (R_1)	RADIUS (R_2)
						(FT)	(FT)	(FT)	(FT)	(FT)
1	1	10+60.00	LT	CONC	DAM MAINTENANCE	12.4	24.0	12	20	20
	2	9+99.26	RT	ASPH	RESIDENTIAL	11.0	63.7	12	10	10
2	3	9+91.77	RT	ASPH	RESIDENTIAL	10.2	39.0	13	10	10
	4	9+91.90	RT	ASPH	RESIDENTIAL	9.2	22.1	12	10	10
3	5	9+91.11	RT	ASPH	RESIDENTIAL	11.6	24.8	13	10	10
	6	9+92.00	RT	ASPH	RESIDENTIAL	8.6	29.0	12	10	10
4	7	9+91.70	RT	ASPH	RESIDENTIAL	8.6	29.3	12	10	10
	8	9+91.95	RT	ASPH	RESIDENTIAL	12.4	62.0	14	10	10
5	9	9+92.00	RT	ASPH	RESIDENTIAL	10.5	73.0	12	10	10
	10	9+91.87	RT	CONC	RESIDENTIAL	10.4	74.1	12	10	10
6	11	10+49.37	LT	ASPH	RESIDENTIAL	10.9	30.4	12	7	7
	12	10+52.52	LT	ASPH	RESIDENTIAL	9.2	37.9	12	7	7
7	13	10+48.00	LT	CONC	RESIDENTIAL	10.4	44.8	12	7	7
	14	10+51.44	LT	CONC	RESIDENTIAL	10.6	27.6	13	7	7
8	15	10+48.00	LT	ASPH	RESIDENTIAL	9.3	29.2	12	7	7
	16	10+49.14	LT	ASPH	RESIDENTIAL	11.0	21.9	12	7	7
9	17	9+91.86	RT	ASPH	RESIDENTIAL	10.2	24.1	12	10	10
	18	10+48.03	LT	ASPH	RESIDENTIAL	12.5	27.0	12	7	7
10	19	9+91.98	RT	CONC	RESIDENTIAL	15.0	30.0	17	10	10
	20	10+39.14	LT	ASPH	RESIDENTIAL	10.6	26.9	12	7	7
11	21	9+92.00	RT	CONC	RESIDENTIAL	15.3	30.1	16	10	10
	22	10+48.20	LT	ASPH	CHURCH	24.0	44.3	24	15	15
12	23	9+91.98	RT	ASPH	COMMERCIAL	10.6	52.6	15	25	25
	24	10+48.47	LT	ASPH	CHURCH	15.2	34.9	16	15	10
13	25	10+48.47	LT	ASPH	CHURCH	19.0	21.5	19	10	15
	26	10+48.34	LT	ASPH	CHURCH	13.0	29.9	13	15	15
14	27	10+48.00	LT	ASPH	CHURCH	21.6	30.3	21.6	15	15
	28	9+92.00	RT	CONC	RESIDENTIAL	12.4	27.0	12	10	10
15	29	10+48.00	LT	ASPH	CHURCH	23.7	27.0	23.7	15	15
	30	9+92.00	RT	CONC	RESIDENTIAL	13.6	25.1	13	10	10
16	31	10+48.00	LT	ASPH	CHURCH	23.9	29.5	23.9	15	15
	32	9+92.00	RT	CONC	RESIDENTIAL	14.7	25.2	14	10	10
17	33	10+48.25	LT	ASPH	CHURCH	24.4	46.5	24.4	15	15
	34	9+91.97	RT	CONC	RESIDENTIAL	14.9	23.0	14	10	10
18	35	10+48.00	LT	ASPH	CHURCH	26.0	33.0	26	15	15
	36	9+91.92	RT	CONC	RESIDENTIAL	12.2	22.0	13	10	10
19	37	9+91.92	RT	CONC	RESIDENTIAL	15.7	36.0	16	10	10
	38	10+84.72	LT	ASPH	RESIDENTIAL	25.1	49.1	26	7	7
20	39	9+92.00	RT	CONC	RESIDENTIAL	16.8	26.0	18	10	10
	40	9+91.73	RT	CONC	RESIDENTIAL	14.2	25.3	15	10	10
21	41	9+92.00	RT	CONC	RESIDENTIAL	14.7	76.4	15	10	10
	42	9+91.94	RT	ASPH	RESIDENTIAL	14.3	55.1	16	10	10
22	43	9+92.00	RT	ASPH	RESIDENTIAL	12.5	54.0	12	10	10
	44	9+91.99	RT	ASPH	RESIDENTIAL	11.2	54.0	13	10	10
23	45	9+92.00	RT	ASPH	RESIDENTIAL	9.5	63.0	12	10	10
	46	9+91.96	RT	ASPH	RESIDENTIAL	10.8	65.0	12	10	10
24	47	9+92.00	RT	ASPH	RESIDENTIAL	11.5	64.0	13	10	10
	48	9+91.99	RT	ASPH	RESIDENTIAL	11.1	58.0	12	10	10
25	49	9+92.00	RT	ASPH	RESIDENTIAL	12.7	58.0	14	10	10
	50	9+92.00	RT	CONC	RESIDENTIAL	12.2	64.0	12	10	10
26	51	9+91.80	RT	CONC	RESIDENTIAL	13.4	65.2	15	10	10
	52	9+91.96	RT	CONC	RESIDENTIAL	13.1	64.3	14	10	10
27	53	9+92.00	RT	CONC	RESIDENTIAL	12.8	65.0	12	10	10
	54	9+94.22	RT	CONC	RESIDENTIAL	15.7	60.8	17	10	10
28	55	9+97.07	RT	CONC	RESIDENTIAL	15.1	51.6	18	10	10
	56	9+97.41	RT	ASPH	RESIDENTIAL	10.2	58.1	12	10	10
29	57	10+46.00	RT	ASPH	RESIDENTIAL	28.2	27.8	30	10	10
	58	10+12.05	RT	ASPH	RESIDENTIAL	28.4	72.0	12	10	10

REV. NO.	BY	DATE	REVISION DESCRIPTION

STATE OF TEXAS
DANIEL J CRYAN
127112
LICENSED PROFESSIONAL ENGINEER
7/25/2022

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SAM BASS ROAD

ROADWAY DETAILS
DRIVEWAY SUMMARY

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
(FIRM # 6535)

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY

SHEET 1 OF 1

SCALE	NA
DATE	7/25/2022
SHEET NUMBER	172 OF 525

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7/25/2022 11:25:28 AM

Commissioners Court - Regular Session **55.**

Meeting Date: 09/27/2022

Liberty Hill Bypass Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Martha Jane Beiter and Kevin M. Beiter for 11.122 acres of ROW needed on the Liberty Hill Bypass. (Parcel 40) Funding Source: Road Bonds P346.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2022 09:50 AM
Form Started By: Charlie Crossfield		Started On: 09/21/2022 02:51 PM
Final Approval Date: 09/22/2022		

REAL ESTATE CONTRACT
Liberty Hill Bypass – Parcel 40

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **MARTHA JANE BEITER and KEVIN M. BEITER** (referred to in this Contract collectively as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 11.122 acre tract of land in the Joseph M. Glasscock Survey, Abstract No. 254, Williamson County, Texas, and being a portion of a called 106.42 acre tract of land conveyed to Martha Jane Beiter, recorded in Document Nos. 2014093154 and 2014093154 of the Official Public Records of Williamson County, Texas; said 11.122 acre tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of THREE MILLION DOLLARS AND 00/100 ($3,000,000).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before October 19, 2022, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise be the obligation of the Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Leaseback

8.12 At Closing, the parties shall enter into a written Grazing Lease agreement (the "Leaseback Agreement") wherein Purchaser, as Lessor, shall lease back to Seller, as Lessee, the portion shown as an exhibit to the Grazing Lease attached hereto and incorporated herein for all purposes as Exhibit "C."

[signature page follows]

SELLER:

Martha Jane Beiter

Martha Jane Beiter

Address: 400 Stebble field Lane
Liberty Hill, TX 78642

Date: 9/19/2022

SELLER:

Kevin M. Beiter

Address: 400 Stebblefield Lane
Liberty Hill, Tx 78642

Date: 9/19/2022

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 40ROW
Tax ID: R022213
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

METES AND BOUNDS DESCRIPTION FOR PARCEL 40ROW

FOR A 11.122 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 106.42 ACRE TRACT OF LAND CONVEYED TO MARTHA JANE BEITER, RECORDED IN DOCUMENT NOS. 2014093154 AND 2014093155 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 11.122 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF OCTOBER 2020, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found (Surface Coordinates: N=10213084.07, E=3052864.71) monumenting the southeast corner of the called 21.63 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2018056429 of the Official Public Records of Williamson County, Texas and the southwest corner of the called 10.00 acre tract of land conveyed to Terrell K. Gauny, recorded in Document No. 2015018466 of the Official Public Records of Williamson County, Texas, same being on the north boundary line of said 106.42 acre Beiter tract, from which a 1/2" iron rod found monumenting an angle point on the east boundary line of said 21.63 acre Williamson County, Texas tract and the west boundary line of said 10.00 acre Gauny tract, bears N 16°18'40" W for a distance of 145.38 feet;

THENCE, N 68°53'08" E with said north boundary line of the 106.42 acre Beiter tract and the south boundary line of said 10.00 acre Gauny tract, for a distance of 200.36 feet to a 5/8" iron rod set with aluminum cap marked "Williamson County" (Surface Coordinates: N=10213156.24, E=3053051.61), being 150.00 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 415+92.88, for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, **N 68°53'08" E** with said north boundary line of the 106.42 acre Beiter tract and said south boundary line of the 10.00 acre Gauny tract, for a distance of **225.88 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the southeast corner of said 10.00 acre Gauny tract and the southwest corner of the called 15.692 acre tract of land (Tract 1) conveyed to Casey Pezold, recorded in Document No. 2018072328 of the Official Public Records of Williamson County, Texas, being 43.02 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 417+10.22, for an angle point hereof;

County: Williamson
Parcel No.: 40ROW
Tax ID: R022213
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

THENCE, with said north boundary line of the 106.42 acre Beiter tract and the south boundary line of said 15.692 acre Pezold tract, the following two (2) courses and distances:

1. **N 67°42'57" E** for a distance of **65.39 feet** to a 1/2" iron rod found, being 99.58 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 417+43.04, for an angle point hereof;

2. **N 78°12'17" E** for a distance of **66.43 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 150.00 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 417+86.28, for the northeast corner hereof, from which a 1/2" iron rod found monumenting an angle point on said north boundary line of the 106.42 acre Beiter tract and said south boundary line of the 15.692 acre Pezold tract, bears N 78°12'17" E for a distance of 14.53 feet;

THENCE, **S 52°24'35" E** through the interior of said 106.42 acre Beiter tract, passing at a distance of 245.90 feet, a calculated point on the Beginning of Control of Access, being 150.00 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 420+32.18, and continuing for an additional distance of 566.20 feet, a calculated point on the End of Control of Access, being 150.00 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 425+98.38, in all a total distance **1304.68 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the south boundary line of said 106.42 acre Beiter tract, same being on the north boundary line of the called 5.010 acre tract of land (Tract 2) conveyed to Car-Ma Family Limited Partnership, recorded in Document No. 2018093046 of the Official Public Records of Williamson County, Texas, being 150.00 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 430+90.96, for the southeast corner hereof, from which a 1/2" iron rod found monumenting the southeast corner of said 106.42 acre Beiter tract and the northeast corner of said 5.010 acre Car-Ma Family Limited Partnership tract, same being on the west right-of-way line of Stubblefield Lane, bears N 68°30'39" E for a distance of 561.97 feet;

County: Williamson
Parcel No.: 40ROW
Tax ID: R022213
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

THENCE, with said south boundary line of the 106.42 acre Beiter tract and said north boundary line of the 5.010 acre Car-Ma Family Limited Partnership tract, the following two (2) courses and distances:

1. **S 68°30'39" W** for a distance of **247.49 feet** to an iron rod found with cap marked "3DS", being 62.32 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 429+63.78, for an angle point hereof;

2. **S 68°49'02" W** for a distance of **102.54 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 429+10.63, for the southwest corner hereof, from which an iron rod found with cap marked "3DS" monumenting the northwest corner of said 5.010 acre Car-Ma Family Limited Partnership tract and an angle point in the north boundary line of the called 90.451 acre tract of land (Tract 1) conveyed to Car-Ma Family Limited Partnership, recorded in said Document No. 2018093046, same being on said south boundary line of the 106.42 acre Beiter tract, bears S 68°49'02" W for a distance of 183.09 feet;

THENCE, through the interior of said 106.42 acre Beiter tract, the following five (5) courses and distances:

1. **N 52°24'35" W** passing at a distance of 48.92 feet, a calculated point on the End of Control of Access, being 150.00 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 428+61.71, in all a total distance of **500.32 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 424+10.31, for an angle point hereof;

2. **S 37°35'25" W** for a distance of **196.92 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 346.93 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 424+10.31, for an angle point hereof;

3. **N 67°24'35" W** for a distance of **250.00 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 411.63 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 421+68.83, for an angle point hereof;

4. **N 07°24'35" W** for a distance of **370.00 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of Proposed State Highway 29

County: Williamson
Parcel No.: 40ROW
Tax ID: R022213
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

Liberty Hill Bypass Engineer's Baseline Station 419+07.20, for an angle point hereof, from which a calculated point on the Beginning of Control of Access, being 150.00 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 420+09.12, bears S 52°24'35" E for a distance of 101.92 feet;

5. **N 52°24'35" W** for a distance of **314.32 feet** to the **POINT OF BEGINNING** hereof and containing 11.122 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

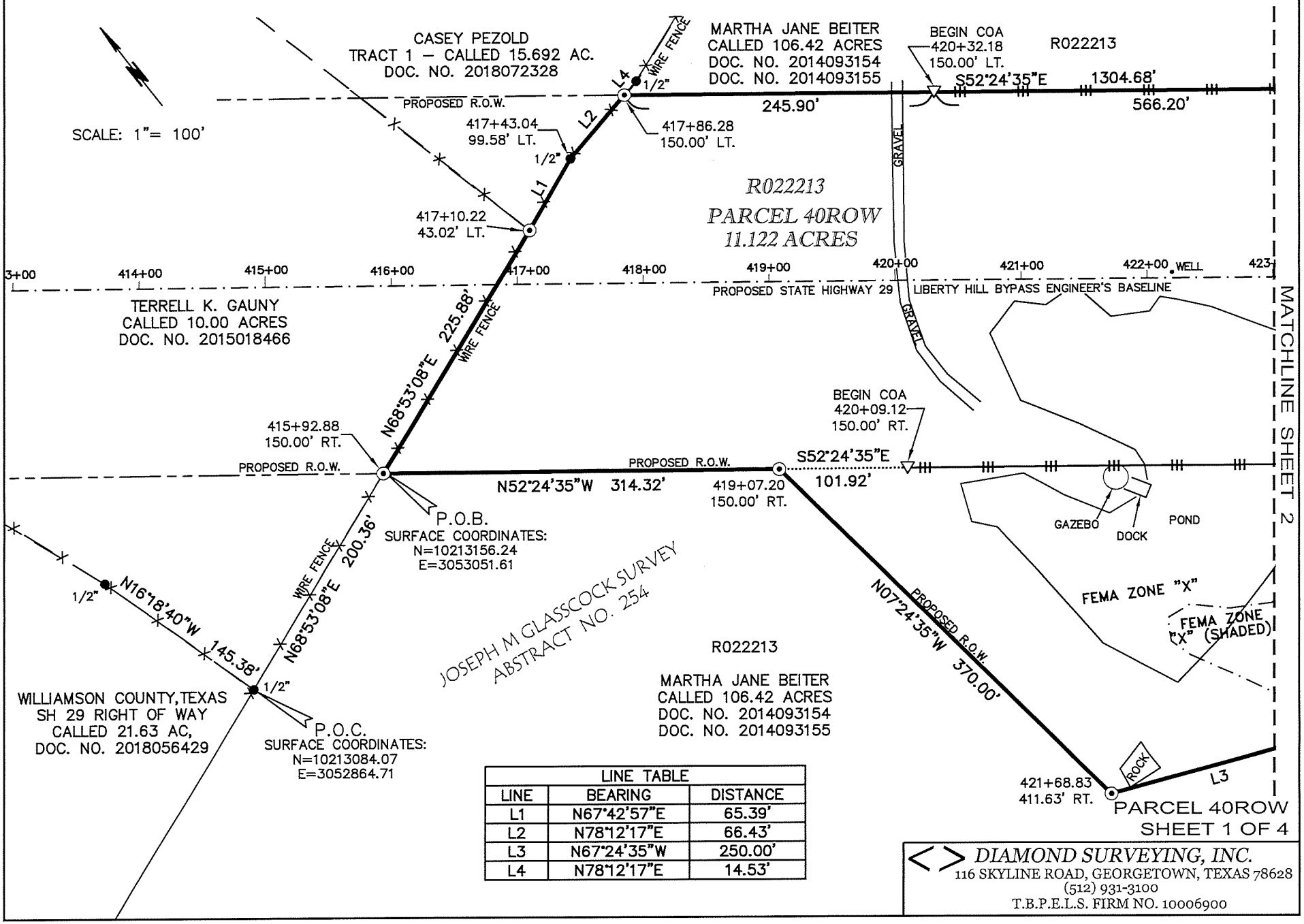
January 12, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 DATE



Z:\WILLIAMSON COUNTY PSA PROJECTS_2020 Liberty Hill SH 29 Bypass WA#1_PARCELS FINAL LTS SURVEYS\PARCEL 40 ROW\PARCEL 40ROW SH 29 BYPASS LH M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.122 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 106.42 ACRE TRACT OF LAND CONVEYED TO MARTHA JANE BEITER, RECORDED IN DOCUMENT NOS. 2014093154 AND 2014093155 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 400 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

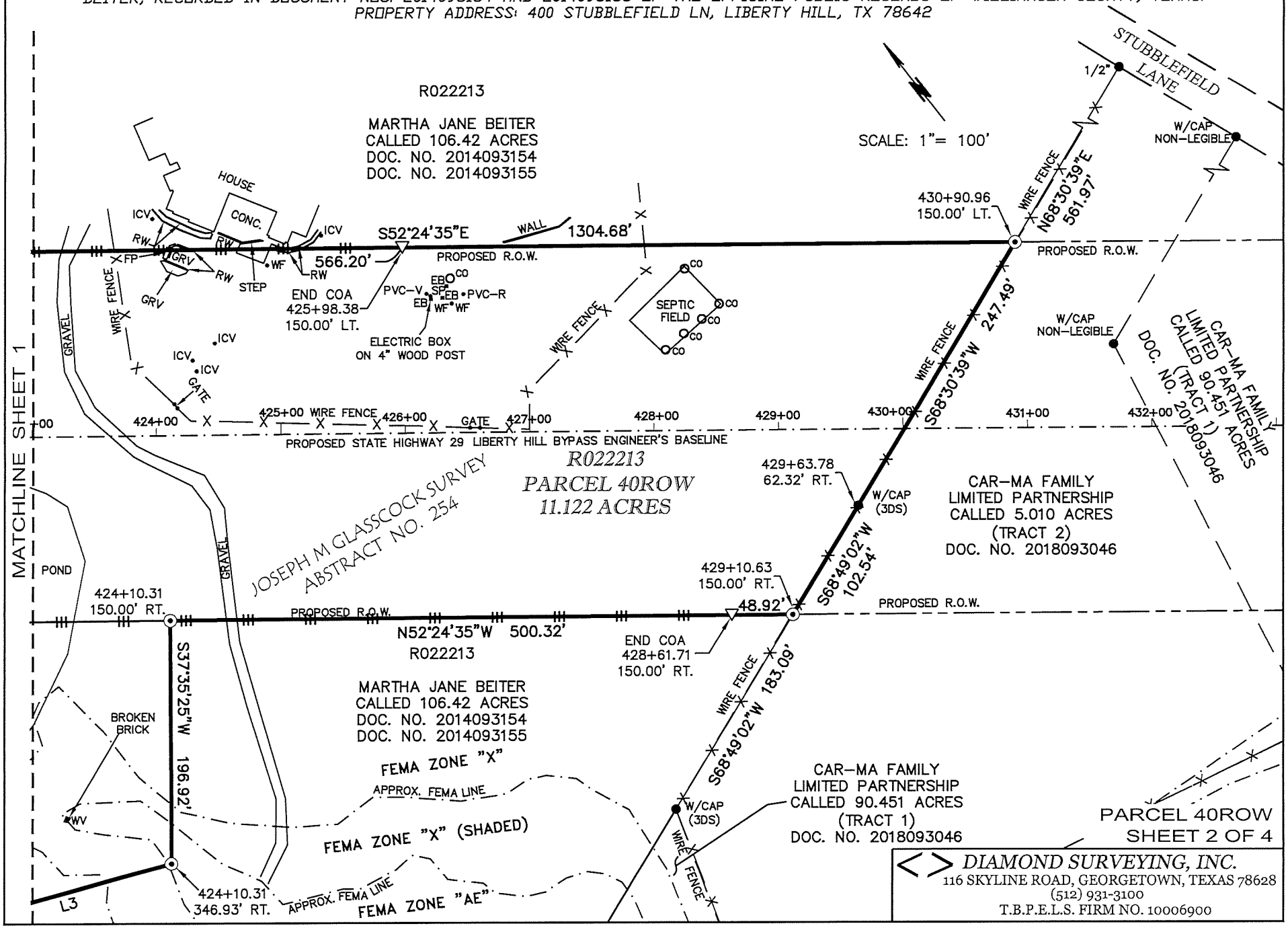


LINE TABLE		
LINE	BEARING	DISTANCE
L1	N67°42'57"E	65.39'
L2	N78°12'17"E	66.43'
L3	N67°24'35"W	250.00'
L4	N78°12'17"E	14.53'

PARCEL 40ROW
SHEET 1 OF 4

DIAMOND SURVEYING, INC.
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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.122 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 106.42 ACRE TRACT OF LAND CONVEYED TO MARTHA JANE BEITER, RECORDED IN DOCUMENT NOS. 2014093154 AND 2014093155 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
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LEGEND

●	IRON ROD FOUND
⊙	IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
▽	CALCULATED POINT
•WELL	WELL
•WF	WATER FAUCET
•WV	WATER VALVE
•PVC-V	2" PVC VENT
•PVC-R	2" PVC RISER
•SP	SEPTIC PUMP COVER
•EB	ELECTRIC BOX
oCO	CLEAN OUT
—— X —— X ——	WIRE FENCE
— · — · — · — · —	APPROXIMATE FEMA LINE
— — — —— — — —	PROPOSED RIGHT-OF-WAY
— · — · — · — · —	ENGINEER'S BASELINE
—|||— —|||—	CONTROL OF ACCESS LINE
COA	CONTROL OF ACCESS
RW	ROCK WALL
CONC.	CONCRETE
GRV	GRAVEL
FP	FIRE PLACE
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE 'X' (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ZONE 'X' (SHADED) 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE, AND ZONE 'AE' SPECIAL FLOOD HAZARD AREAS WITH BASE FLOOD ELEVATION (BFE), ACCORDING TO FEMA FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

THE F.E.M.A. LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

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Z:\WILLIAMSON COUNTY PSA PROJECTS__2020 Liberty Hill SH 29 Bypass WA#1_PARCELS FINAL LTS SURVEYS\PARCEL 40 ROW\PARCEL 40ROW SH29 BYPASS LH.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 11.122 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 106.42 ACRE TRACT OF LAND CONVEYED TO MARTHA JANE BEITER, RECORDED IN DOCUMENT NOS. 2014093154 AND 2014093155 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 400 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance T-7, GF No. 2063060-KFD, which bears an Effective Date October 30, 2020 and an Issue Date of November 10, 2020 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a) Water distribution lines easement, granted to Liberty Hill Water Supply Corp., recorded in Document No. 2003099867, Official Public Records, Williamson County, Texas. Not a part of the subject tract.

10b) Utility Easement granted to Pedernales Electric Cooperative, Inc., recorded in Document No. 2015007419 and 2015039315, Official Public Records, Williamson County, Texas. May be a portion of the subject tract, unable to determine the exact location of said easements, due to a vague description.

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on October 13, 2020. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

January 12, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

PARCEL 40ROW
SHEET 4 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
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T.B.P.E.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS_2020 Liberty Hill SH 29 Bypass WA#1_PARCELS FINAL LTS SURVEYS\PARCEL 40 ROW\PARCEL 40ROW SH29 BYPASS LH.dwg

Exhibit "B"

Parcel 40

DEED
Liberty Hill Bypass Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That MARTHA JANE BEITER and KEVIN M. BEITER, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 11.122 acre tract of land in the Joseph M. Glasscock Survey, Abstract No. 254, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 40)**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Access on and off Grantor's remaining property to and from the proposed roadway facility of Grantee from the abutting remainder property shall be permitted except to the extent that such access is expressly prohibited by the provisions and in the locations of the designated Control of Access Line ("COA") set out in Exhibit "A". Grantor acknowledges that such access on and off the County roadway facility is subject to regulation as may be determined by Grantee, its successors and assigns to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Liberty Hill Bypass.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

[signature page follows]

GRANTOR:

_____
Martha Jane Beiter

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____, 2022 by Martha Jane Beiter, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Kevin M. Beiter

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ___ day of _____ , 2022 by Kevin M. Beiter, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Exhibit "C"

GRAZING LEASE

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS GRAZING LEASE (the "Lease") is made and entered into by and between **WILLIAMSON COUNTY, TEXAS**, hereinafter referred to as "Lessor", and **MARTHA JANE BEITER AND KEVIN M. BEITER** hereinafter collectively referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of multiple tracts of land containing approximately **2.62 acres**, more or less, situated in Williamson County, Texas, as described and shown in red on Exhibit "A" attached hereto (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: TERM OF LEASE

The term of this Lease shall be FIVE (5) years, commencing on the date that this Lease is executed by both parties (the "Commencement Date") and terminating FIVE (5) years from said Commencement Date (the "Termination Date"), unless sooner terminated or extended in accordance with this Lease.

This Lease may be terminated by Lessor by providing Lessee with 180 calendar days prior written notice to be sent via registered mail, return receipt requested, to the above-named Lessees. Lessor shall be entitled to terminate this Lease in accordance with this provision only if it has necessary funding, has put the project out to bid and is reasonably ready and intends to move forward with the construction of the "Ultimate Condition" of the Liberty Hill Bypass on the Premises prior to the end of the then-current term of this lease.

Lessee shall be entitled to renew this Lease for ONE (1) additional FIVE (5) year term at the expiration of the initial FIVE (5) year term, subject to all of the same provisions (including early termination) stated in this Lease.

ARTICLE 2: RENT; PAYMENT OF RENT

A. **Rent for First Lease Period:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of $1 for the Lease Term. As an additional form of consideration for said Lease, Lessee agrees to maintain the Premises during the Lease Term, including keeping it maintained in condition suitable for livestock grazing and free of garbage or debris.

B. **Place of Payment:** All rental payments must be made payable to Lessor and be hand delivered or mailed to the address provide herein by Lessor.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises. Ad valorem taxes, if any, shall be assessed and paid in accordance with Texas Tax Code Section 26.11. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property, provided however, that any such debt and/or security interest will provide for non-disturbance of Lessee during the term of this lease and be subject to the provisions hereof relating to early termination.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of grazing cattle and horses, together with all other purposes and activities usually and customarily associated with a cattle and livestock operation in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than for grazing of cattle and horses or to alter the Premises, including clearing new roads, moving existing fences or (subject to the further provisions hereof) erecting any new fences, or locating on the Premises any type of permanent improvement without Lessor's prior written consent. Lessor agrees to send a representative to meet with Lessee at the Premises to approve all new fence and gate locations made necessary by Lessor's right of way acquisition for construction of the Interim Phase of the Liberty Hill Bypass. Lessor understands that Lessee will need to relocate certain fencing within the Premises and an access gate allowing entrance into the Premises from the Liberty Hill Bypass in order to provide adequate fencing for the Premises to contain livestock and allow ready access to the Premises and Lessee's existing improvements adjacent to the Premises; and Lessor shall provide approval to Lessee of the location of said fencing and gate entrance, which approval shall not be unreasonably conditioned, delayed or withheld. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee may not place any other animal other than cattle and horses on the premises. Thus, Lessee shall not keep and maintain bison or other form of livestock, including, but not limited to mules; sheep; goats; llamas; alpacas; exotic livestock, including elk and elk hybrids; and hogs kept on the Premises unless otherwise consented to in writing by Lessor in advance.

ARTICLE 6: UTILITIES

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

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

A. To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as existed on the Commencement Date of this Lease.

B. To maintain the premises in good condition suitable for grazing of livestock and free of trash and debris.

C. In relation to livestock operations, employ standards of animal husbandry in grazing the Premises and methods of ranching customarily practiced in the area.

D. Construct, keep, repair, and maintain all fencing, either existing or constructed during the terms of this Lease, in at least as good condition as existed on the Commencement Date of this Lease and in such manner and condition so that such fencing is sufficient and adequate to restrain livestock that Lessee may place upon the Premises.

E. Keep all gates on the Premises securely closed when not in use, ingress to and egress from the Premises being at those places designated pursuant to article 5 of this Lease; and Lessee will provide Lessor with all keys, combinations and gate codes to each gate locking mechanism used by Lessee on the Premises.

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

G. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during the term of this Lease, shall become the property of Lessor.

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

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

J. In the event this Lease is properly terminated early by Lessor pursuant to the terms hereof, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

ARTICLE 8: LESSOR'S COVENANTS

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

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM LESSEE'S USE OF THE PREMISES; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT PLACED BY LESSEE THEREON; OR IN ANY EQUIPMENT OR OTHER PLACED OR MAINTAINED BY LESSEE THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND NOT CAUSED IN WHOLE OR IN PART BY LESSOR OR ITS REPRESENTATIVES, AGENTS CONTRACTORS OR SUBCONTRACTORS,OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES; LESSEE'S POTENTIAL LIABILITY IS SUBJECT TO THE $2,000,000 LIABILITY INSURANCE POLICY REFERENCED BELOW.

B. Lessee agrees to maintain at all times during the Term of this Lease, at Lessee's cost, broad coverage fire, casualty, and a $2,000,000 primary and umbrella liability insurance policy on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease in any material way, and this failure or breach continues for thirty (30) calendar days after Lessor provides Lessee with written notice specifying the required performance has been delivered to Lessee in writing, Lessee shall be in default and Lessor may:

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

B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within twenty (20) calendar days after same is received from Lessee by Lessor.

C. If Lessee, without cause fails or refuses to cure any such material default under this Lease for a period of more than sixty (60) days following the dates provided above and Lessor has not instituted action in a Court having jurisdiction seeking legal, equitable, declaratory or other relief with respect to such claimed default, Lessor may terminate this Lease.

ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, at Lessee's sole option seek injunctive or other equitable relief to secure Lessor's performance of the obligations imposed hereunder or terminate this Lease without further liability to Lessor.

ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee, if not in material breach of this Lease, may terminate this Lease, without cause or liability, but only upon giving 180 calendar days prior written notice to the other party and only in accordance with the terms of this Lease. Lessor shall only be entitled to terminate this Lease in accordance with this provision if it has necessary funding, has put the project out for bid and is reasonably ready and intends to move forward with the construction of the "Ultimate Phase" of the Liberty Hill Bypass on the Premises prior to the expiration of its term or extended term. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor any rental amounts and prorated ad valorem taxes owing as of the date of termination, and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

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

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease.

ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease and in which case, this Lease will run with the land. If during the term of this Lease, the Premises are assigned or sold by Lessor to a third party, the Lessor or its successor may terminate this Lease, but only in accordance with the conditions of termination stated herein, by providing Lessee with its election to terminate and, in such event, Lessee shall vacate the Premises no later than 180 calendar days from the date in which Lessor gives Lessee proper written notice of its election to terminate.

ARTICLE 16: ELECTIONS NOT EXCLUSIVE

The respective rights of Lessor and Lessee to enforce rights arising under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded by this Lease or by statute or law. The failure of Lessor or Lessee in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect.

ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, STRUCTURES, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE

COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT AND CONSIDERATION TO BE PAID AND TENDERED FOR LESSEE'S USE OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 18: CONDEMNATION

If during the term of this Lease, for reasons other than construction of the Liberty Hill Bypass, all of the premises are properly taken by any governmental entity other than Lessor, any public utility or any other holder of a certificate of convenience and necessity for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises subject, however to Lessee's right under this Lease to non-disturbance during the 180 calendar day early termination period.

ARTICLE 19: MISCELLANEOUS PROVISIONS

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

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

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

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

E. Governmental Immunity. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

G. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

H. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor, that Lessor is not agreeing to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

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

LESSOR: Kevin M. Beiter
McGinnis Lochridge
1111 W 6th Street, Suite 400
Austin, Texas 78703

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

J. Compliance with All Statutes and Regulations. Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such

regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

K. Day. Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.

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

EXECUTED to be effective this _____ day of _____, 20____.

Lessor:

Williamson County, Texas

By:_____

Bill Gravell, Jr.
County Judge

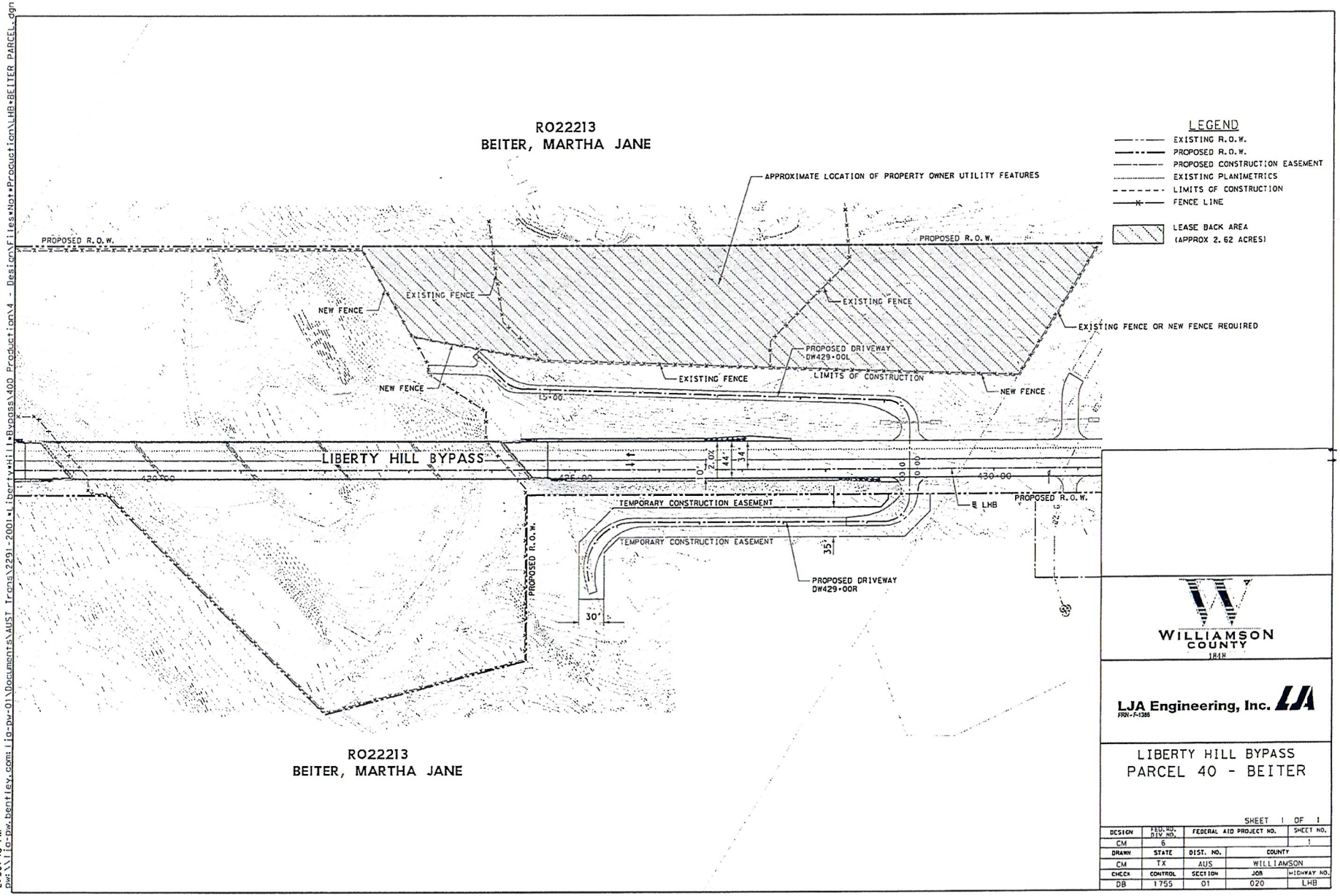
Date: _____

Lessee:

_____
Martha Jane Beiter

_____
Kevin M. Beiter

Exhibit "A"


R022213
BEITER, MARTHA JANE
LEGEND
EXISTING R.O.W.
PROPOSED R.O.W.
PROPOSED CONSTRUCTION EASEMENT
EXISTING PLANIMETRICS
LIMITS OF CONSTRUCTION
FENCE LINE
LEASE BACK AREA
(APPROX 2.62 ACRES)
APPROXIMATE LOCATION OF PROPERTY OWNER UTILITY FEATURES
PROPOSED R.O.W.
NEW FENCE
EXISTING FENCE
EXISTING FENCE
EXISTING FENCE OR NEW FENCE REQUIRED
PROPOSED DRIVEWAY
DW429+00L
LIMITS OF CONSTRUCTION
EXISTING FENCE
NEW FENCE
NEW FENCE
L5+00
LIBERTY HILL BYPASS
120.00
425.00
430.00
2.0%
44'
34'
TEMPORARY CONSTRUCTION EASEMENT
℄ LHB
PROPOSED R.O.W.
TEMPORARY CONSTRUCTION EASEMENT
35'
PROPOSED DRIVEWAY
DW429+00R
PROPOSED R.O.W.
30'
R022213
BEITER, MARTHA JANE
WILLIAMSON COUNTY
TEXAS
LJA Engineering, Inc.
FRN-F-1386
LIBERTY HILL BYPASS
PARCEL 40 - BEITER
SHEET 1 OF 1
DESIGN | FED. RD. DIV. NO. | FEDERAL AID PROJECT NO. | SHEET NO.
CM | 6 | | 1
DRAWN | STATE | DIST. NO. | COUNTY
CM | TX | AUS | WILLIAMSON
CHECK | CONTROL | SECTION | JOB | HIGHWAY NO.
DB | 1755 | 01 | 020 | LHB
9/15/2022
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Commissioners Court - Regular Session **56.**

Meeting Date: 09/27/2022

Southeast Loop (Segment 2) Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with LPL Investments, LP for 6.254 acres of ROW needed on Southeast Loop Segment 2. (Parcel 40) Funding Source: TANS P#588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2022 09:51 AM
Form Started By: Charlie Crossfield		Started On: 09/21/2022 03:17 PM
Final Approval Date: 09/22/2022		

REAL ESTATE CONTRACT
Southeast Loop (Segment 2) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **LPL INVESTMENTS, LP** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 6.254-acre (272,414 square foot) tract of land, out of and situated in the James Hickman Survey No. 24, Abstract No. 291, in Williamson County, Texas, being a portion of the remainder of a called 143.5 acre tract of land described in a deed to LPL Investments, LP, recorded December 22, 2009, in Document No. 2010007498 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 40**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

Oil Gas, and Other Minerals Reserved and Excepted From the Sale of the Property. Notwithstanding anything in the Contract to the contrary, there is reserved and excepted herefrom, and not conveyed hereby all oil, gas, and other minerals in, on, or underlying, or that may be produced from, the Property, together with all rights and powers incident thereto. Provided, however, in connection with this reservation, Seller hereby waives for itself, its successors and assigns, all rights to utilize the surface of the Property for the purpose of mining, producing, transporting, storing, drilling and exploring for oil, gas and other minerals. Provided further, however, this waiver shall not be construed to affect the right of Seller to lease, develop and/or produce oil, gas and other minerals in, on, or under, or that may be produced from, the Property, by pooling or unitization of the Property with other lands or by utilizing directional or horizontal drilling from well sites located on lands other than the Property or by any other development method that does not involve utilization of the surface of the Property. This surface utilization waiver is also subject to the rights of any lessee under any existing oil gas and mineral lease effecting the Property any portion thereof.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of ONE MILLION TWO HUNDRED SEVENTY-EIGHT THOUSAND TWO HUNDRED EIGHTEEN and 24/100 Dollars ($1,278,218.24).

Payment of Purchase Price

2.02. The Purchase Price shall be payable to Seller in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. Purchaser may obtain a Commitment for Title Insurance (the "Title Commitment") and legible copies of all recorded instruments affecting the property and recited as exceptions in the Title Commitment. If Purchaser has any objections to items disclosed, Purchaser must object within five (5) days of the fully executed Contract and after Purchaser receives the Title Commitment or any amended commitment and survey. If Purchaser fails to object, then all such exceptions shall be deemed waived; Purchaser may waive any item in the Title Commitment and complete the purchase. Seller shall be under no obligation to cure any Schedule B items shown on the Title Commitment

.

3.02. The SELLER shall perform, observe, and comply with all of the covenants, agreements, and conditions required by this agreement prior to or as of the closing.

3.03. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.04. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company (the "Title Company") on or before October 31, 2022, or at such time, date, and place as Seller and Purchaser may agree upon in writing prior to October 31, 2022, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed (the "Deed") conveying good and indefeasible title to Williamson County, Texas in fee simple to the Property described in Exhibit "A" free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Paragraph5.02(3) below; and

(2) The Deed shall be in substantially the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted at the sole expense of Purchaser.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the total Purchase Price to Seller, subject to withholding of prorated taxes or payoffs for any monetary liens as otherwise required as set out herein.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy, with any requested endorsements, and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party. Seller requests that a copy of any such notice be served on its attorney, Calley D. Callahan, Knolle, Holcomb, Callahan & Taylor, 13625 Ronald Reagan Blvd., Building One, Ste. 100, Cedar Park, TX 78613; Phone: (512)476-1121 x. 2 ; Email: cdc@khctlaw.com

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of

Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

8.12 Miscellaneous requirements: Purchaser shall be required as part of the construction of the Southeast Loop (Segment 2) to construct a replacement driveway for Seller's access to the remaining land, in the location and in substantial compliance with the plans and specifications attached hereto as Exhibit "C". By execution of this Contract Seller shall be allowed to temporarily access the remaining property of Seller solely in the locations and for limited periods as necessary to carry out the obligations of this paragraph. Purchaser shall provide Seller with reasonable ingress and egress during construction and notify Seller at least 48 hours prior of the need to impede or interfere with Seller's ingress and egress to the remaining land. Seller shall have until December 31, 2022 to remove the crepe myrtles located on the Property. The requirements of this Paragraph 8.12 shall survive Closing.

8.13 Commission: If the Closing occurs, Seller agrees to pay Christopher Leschber a commission according to the terms of a separate written agreement, representing Seller. Purchaser is not obligated to pay any portion of such commission. Seller warrants and represents that it has not dealt with any broker other than the one identified herein in connection with the sale of the Property. As required by the Texas Real Estate License Act, the broker named herein advises Purchaser that Purchaser should have an abstract covering the Property examined by an attorney of Purchaser's own selection, or that Purchaser should be furnished with or obtain a policy of title insurance. By signing this Contract, Purchaser acknowledges receipt of this notice.

[signature page follows]

SELLER:

LPL INVESTMENTS, LP, a Texas limited partnership
By: LPL Management, LLC, Its General Partner

By: Larry Leschber
Larry Leschber (Sep 21, 2022 14:50 CDT)

Name: Larry Leschber

Its: Manager of the General Partner

Date: Sep 21, 2022

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT "A"

County: Williamson
Parcel No.: 40
Tax ID: R020601
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

September 13, 2022

PROPERTY DESCRIPTION FOR PARCEL 40

DESCRIPTION OF A 6.254 ACRE (272,414 SQ. FT.) PARCEL OF LAND LOCATED IN THE JAMES HICKMAN SURVEY, SECTION NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 143.5 ACRE TRACT OF LAND DESCRIBED IN A DEED TO LPL INVESTMENTS, LP, RECORDED FEBRUARY 5, 2010 IN DOCUMENT NO. 2010007498, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 6.254 ACRE (272,414 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 1/2-inch iron rod found 3,161.78 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 300+07.27 on the east line of said remainder of a called 143.5 acre tract, for the northwest corner of a called 85.766 acre tract of land, described as Tract 1 in a deed to Nason Hengst, recorded in Document No. 2022064962, O.P.R.W.C.TX., same being the southwest corner of a called 25.000 acre tract of land, described in a deed to Arnold Thomas Schnell and Patricia N. Schnell, recorded in Document No. 2016052268, O.P.R.W.C.TX.;

THENCE S 07°59'09" W, with the common line of said remainder of a called 143.5 acre tract and said 85.766 acre tract, a distance of 3,147.54 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,162,650.18, E=3,181,535.97) set 233.50 feet left of Southeast Loop E.C.S 288+53.06 on the proposed north right-of-way line of said Southeast Loop, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 07°59'09" W, departing the proposed north right-of-way line of said Southeast Loop, continuing with the common line of said remainder of a called 143.5 acre tract and said 85.766 acre tract, a distance of 501.97 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet right of Southeast Loop E.C.S. 286+68.99 on the proposed south right-of-way line of said Southeast Loop;

THENCE departing the common line of said remainder of a called 143.5 acre tract and said 85.766 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said remainder of a called 143.5 acre tract, the following three (3) courses and distances numbered 2-4:

2) S 76°28'25" W, a distance of 164.65 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet right of Southeast Loop E.C.S. 285+04.34,

3) S 06°55'26" W, a distance of 21.35 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 253.50 feet right of Southeast Loop E.C.S. 284+96.88, said point being the beginning of a curve to the right, and

4) With said curve to the right, having an arc distance of 162.74 feet, through a delta of 01°25'51", having a radius of 6,516.00 feet, and a chord that bears S 61°52'39" E, a distance of 162.73 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 361.65 feet right of Southeast Loop E.C.S. 286+18.48 on the common line of said remainder of a called 143.5 acre tract and said 85.766 acre tract;

5) **THENCE** S 07°59'09" W, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said remainder of a called 143.5 acre tract and said 85.766 acre tract, a distance of 15.74 feet to calculated point on the existing north right-of-way line of F.M. 1660, a variable width right-of-way, as described in Volume 384, Page 610, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and as depicted in Texas Department of Transportation (TXDOT) strip map CSJ Number 1566-002-01, dated July 1952, for the southwest corner of said 85.766 acre tract, same being the southeast corner of said remainder of a called 143.5 acre tract and the parcel described herein, from which a damaged TXDOT Type I concrete monument found bears S 59°21'29" E, a distance of 15.32 feet;

6) **THENCE** N 63°36'21" W, departing the common line of said remainder of a called 143.5 acre tract and said 85.766 acre tract, with the existing north right-of-way line of said F.M. 1660, a distance of 883.36 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 279+66.07, for the southwest corner of the parcel described herein, said point being the beginning of a curve to the right;

THENCE departing the existing north right-of-way line of said F.M. 1660, with the proposed north right-of-way line of said Southeast Loop, over and across said remainder of a called 143.5 acre tract, the following four (4) courses and distances numbered 7 – 10:

7) With said curve to the right, having an arc distance of 555.28 feet, through a delta of 08°08'50", having a radius of 3,905.00 feet, and a chord that bears N 72°23'59" E, a distance of 554.81 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 284+88.65,

8) N 76°28'25" E, a distance of 166.70 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 286+55.35, said point being the beginning of a curve to the right,

9) With said curve to the right, having an arc distance of 62.92 feet, through a delta of 06°22'51", having a radius of 565.00 feet, and a chord that bears N 73°16'59" E, a distance of 62.89 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet left of Southeast Loop E.C.S. 287+18.14, and

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
Parcel No.: 40
Tax ID: R020601
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

10) N 76°28'25" E, a distance of 134.92 feet to the **POINT OF BEGINNING**, and containing 6.254 acres (272,414 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
09/14/2022 10:48:53 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

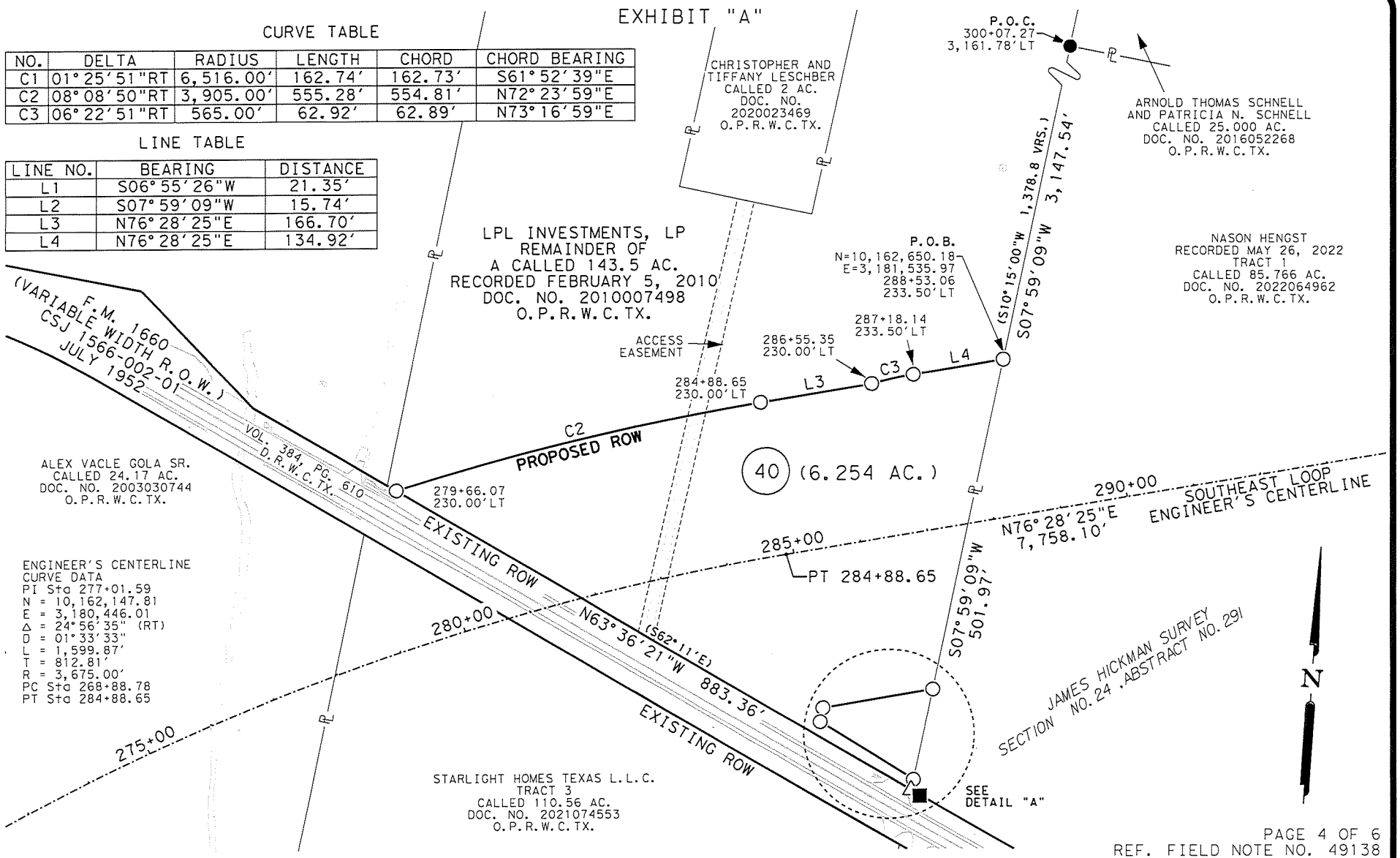
EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01°25'51"RT	6,516.00'	162.74'	162.73'	S61°52'39"E
C2	08°08'50"RT	3,905.00'	555.28'	554.81'	N72°23'59"E
C3	06°22'51"RT	565.00'	62.92'	62.89'	N73°16'59"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S06°55'26"W	21.35'
L2	S07°59'09"W	15.74'
L3	N76°28'25"E	166.70'
L4	N76°28'25"E	134.92'



REF. FIELD NOTE NO. 49138

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\40\PLAT\01\P-40_1.dgn

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

EXISTING	*141.5 AC.	ACQUIRE	6.254 AC.	REMAINING	134.968 AC. LEFT
				REMAINING	0.278 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
LPL INVESTMENTS, LP
TAX ID: R020601
PARCEL 40
6.254 AC. (272,414 SQ. FT.)

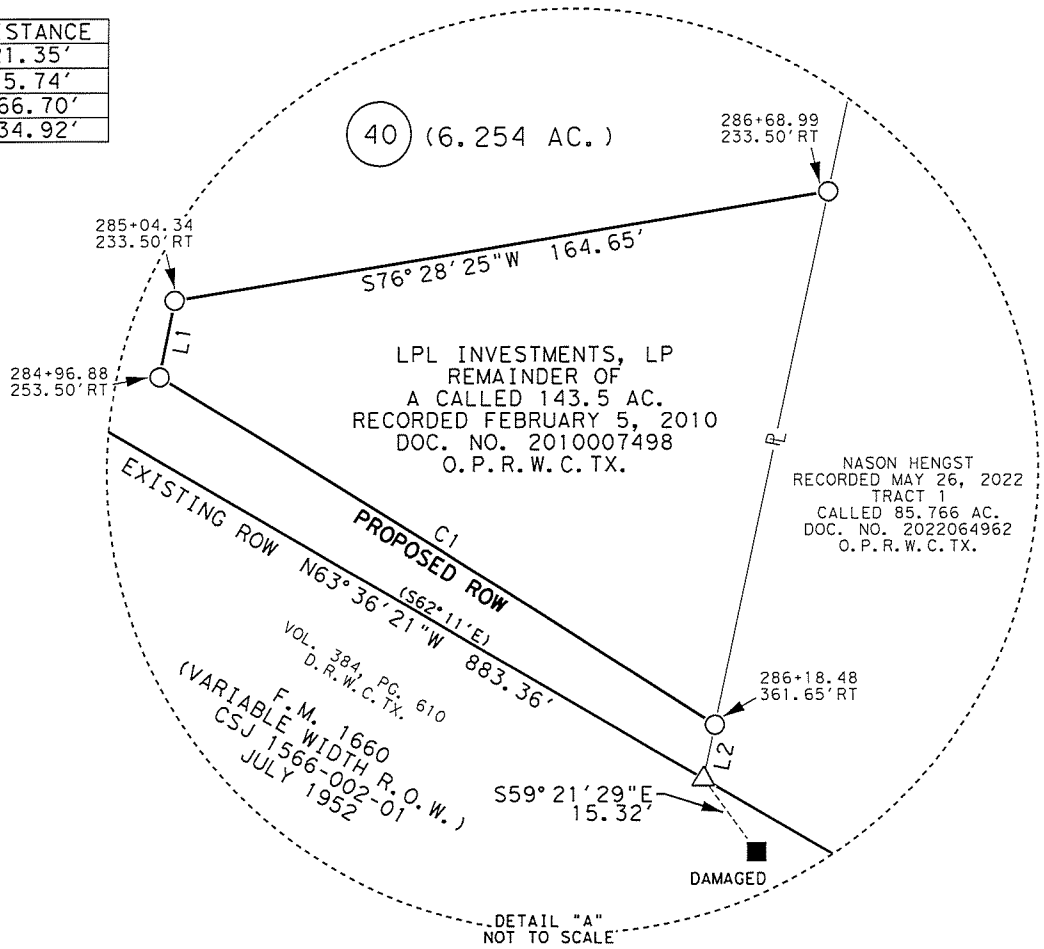
EXHIBIT "A"

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C3	06°22'51"RT	565.00'	62.92'	62.89'	N73°16'59"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
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L2	S07°59'09"W	15.74'
L3	N76°28'25"E	166.70'
L4	N76°28'25"E	134.92'





REF. FIELD NOTE NO. 49138

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\40\PLAT\01\P-40_1.dgn

				REMAINING	134.968 AC. LEFT
EXISTING	*141.5 AC.	ACQUIRE	6.254 AC.	REMAINING	0.278 AC. RIGHT

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RIGHT-OF-WAY SKETCH
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PARCEL 40
6.254 AC. (272,414 SQ. FT.)

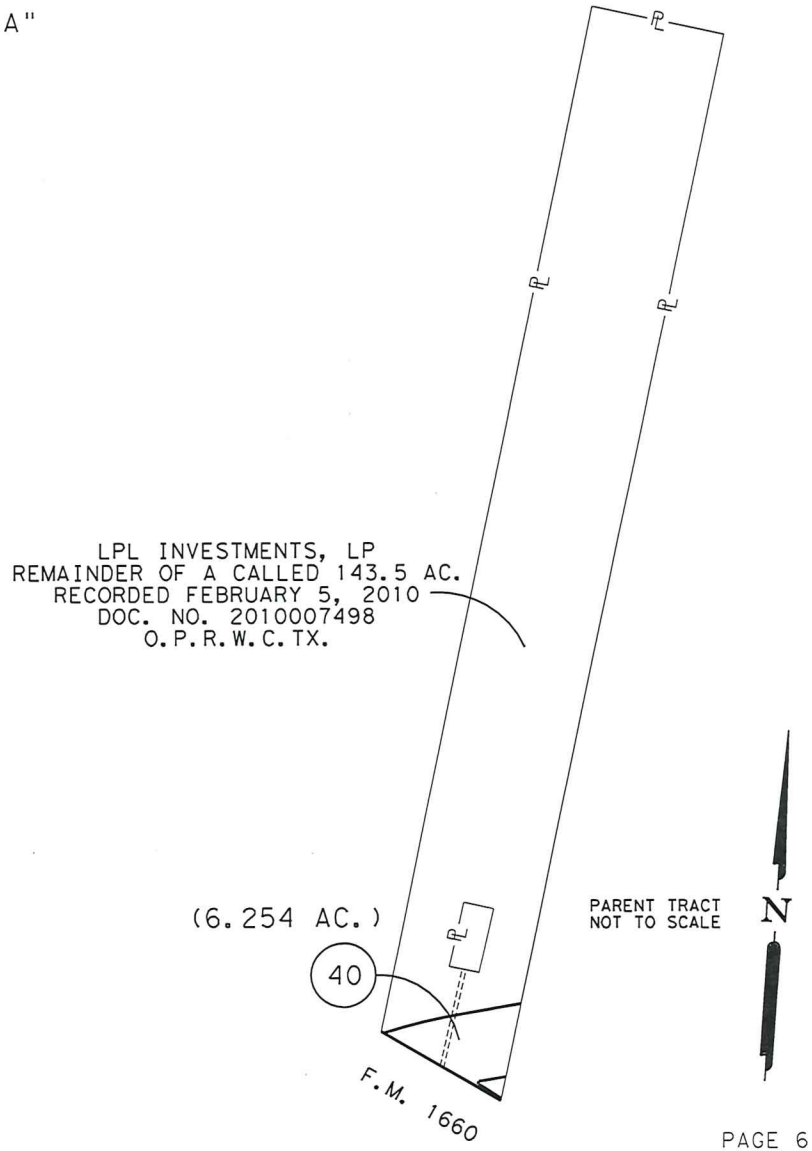
LEGEND

○	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.

EXHIBIT "A"



REF. FIELD NOTE NO. 49138

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

09/14/2022 10:49:13 AM

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\40\PLAT\01\P-40_1.dgn

EXISTING	*141.5 AC.	ACQUIRE	6.254 AC.	REMAINING	134.968 AC. LEFT
				REMAINING	0.278 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
LPL INVESTMENTS, LP
TAX ID: R020601
PARCEL 40
6.254 AC. (272,414 SQ. FT.)

Exhibit "B"

Parcel 40

SPECIAL WARRANTY DEED
Southeast Loop (Segment 2) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **LPL INVESTMENTS, LP** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 6.254-acre (272,414 square foot) tract of land, out of and situated in the James Hickman Survey No. 24, Abstract No. 291, in Williamson County, Texas, being a portion of the remainder of a called 143.5 acre tract of land described in a deed to LPL Investments, LP, recorded December 22, 2009, in Document No. 2010007498 official public records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 40**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances)

presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the Property herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said Property as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said Property for the construction and maintenance of Southeast Loop.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the __ day of _____, 2022.

[signature page follows]

GRANTOR:

LPL INVESTMENTS, LP, a Texas limited partnership
By: LPL Management, LLC, Its General Partner

By: _____

Name: Larry Leschber

Its: Manager of the General Partner

Date:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by LPL INVESTMENTS, LP in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

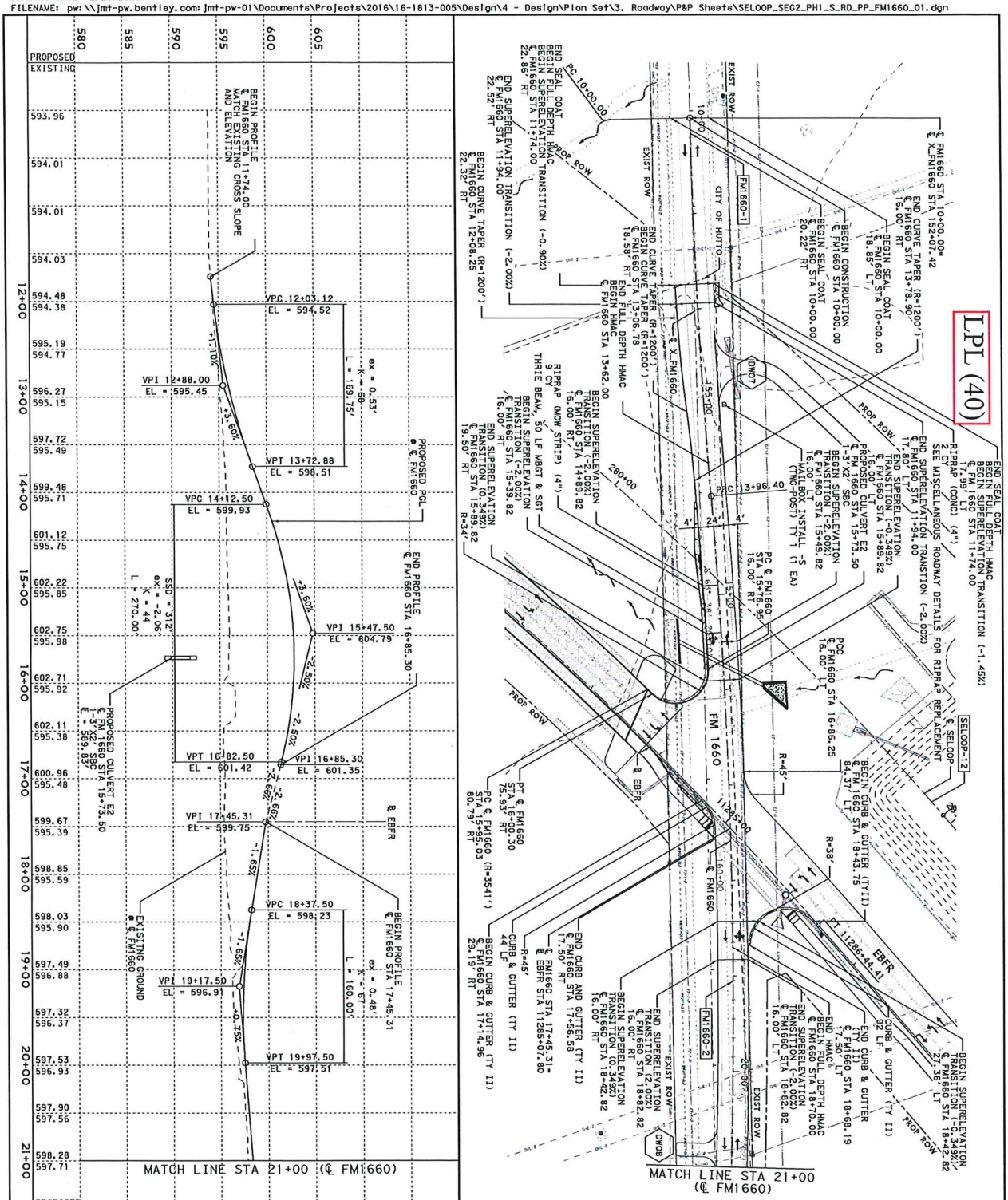
AFTER RECORDING RETURN TO:

EXHIBIT "C"

100% SUBMITTAL

DRAWING DATE: 2/27/2022

FILENAME: pw:\\Jmt-pw.bentley.com:Jmt-pw-01\Documents\Projects\2016\16-1813-005\Design\4 - Design\Plan Set\3. Roadway\P&P Sheets\SELOOP_SEG2_PH1_S_RD_PP_FM1660_01.dgn



JMT

TBPE FIRM REG. NO. F-16341

WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
RYAN G. FRESSENHAHN
127743
LICENSED PROFESSIONAL ENGINEER
2/27/2022

SOUTHEAST LOOP SEGMENT 2 PHASE 1

FM 1660

ROADWAY PLAN & PROFILE

BEGIN TO STA 21+00

SCALE 1" = 100'

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.	SHEET NO.
JMT			SE_LOOP
DRAWN	STATE	DISTRICT	COUNTY
JMT	TEXAS		WILLIAMSON
CHECK	CONTROL	SECTION	JOB
JMT			

SHEET 1 OF 2 HIGHWAY

179

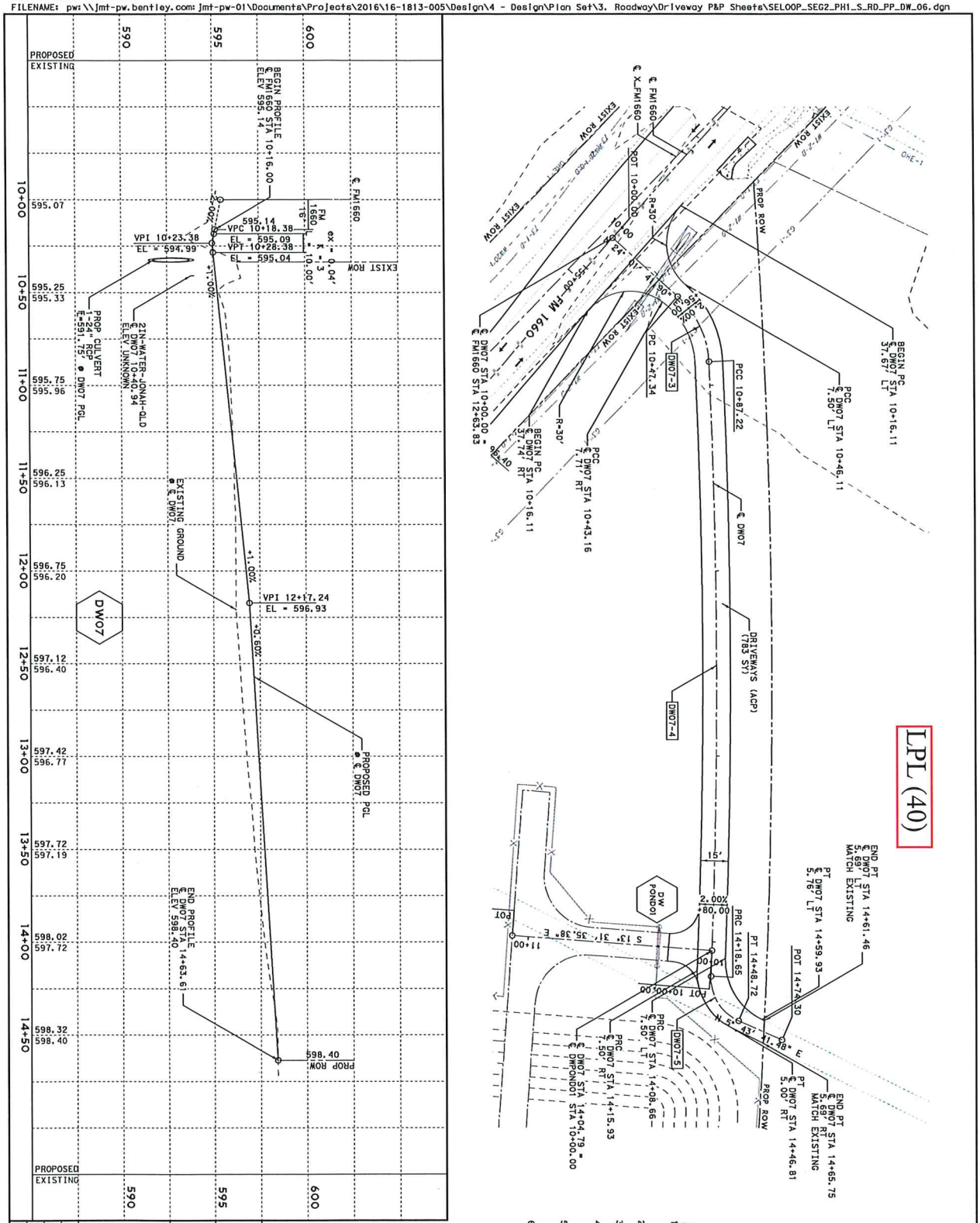
EXHIBIT "C"

100% SUBMITTAL

DRAWING DATE: 2/27/2022

FILENAME: pw:\\Jmt-pw.bentley.com:Jmt-pw-01\Documents\Projects\2016\16-1813-005\Design\4 - Design\Plan Set\3. Roadway\Driveway P&P Sheets\SELOOP_SEG2_PH1_S_RD_PP_DW_06.dgn

LPL (40)



NOTES:

1. ALL DIMENSIONS ARE TO THE FACE OF CURB, NOMINAL FACE OF RAIL, OR EDGE OF PAVEMENT, UNLESS NOTED OTHERWISE. TYPICAL WIDTH OF SUP IS 10' UNLESS NOTED OTHERWISE.
2. REFER TO HORIZONTAL ALIGNMENT DATA FOR CURVE DATA AND ALIGNMENT INFORMATION.
3. REFER TO SUPERELEVATION TRANSITION SUMMARY FOR ADDITIONAL INFORMATION ON CROSS SLOPES.
4. SEE FRONTAGE ROAD, CROSS STREET, AND DRAINAGE PLAN AND PROFILE SHEETS FOR PAYMENT AND ADDITIONAL INFORMATION.
5. SEE CURB TRANSITION DETAIL ON MISC ROADWAY DETAILS SHEET. APPLY THIS DETAIL AT ALL DRIVEWAY RADII WITH CURB.

JMT

TBPE FIRM REG. NO. F-16341

WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
RYAN G. FRIESENHAHN
127743
LICENSED PROFESSIONAL ENGINEER

2/27/2022

SOUTHEAST LOOP SEGMENT 2 PHASE 1

DW07

DRIVEWAY PLAN & PROFILE

SCALE 1" = 50'H, 1"=5'V	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET 6 OF 19	
DESIGN JMT				HIGHWAY	
DRAWN JMT	STATE DISTRICT	COUNTY		SE LOOP	
CHECK JMT	TEXAS	WILLIAMSON		SHEET NO.	
QUALITY CHECK JMT	CONTROL	SECTION	JOB	213	

Commissioners Court - Regular Session **57.**

Meeting Date: 09/27/2022

Longitudinal Pipeline Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Longitudinal Pipeline Agreement – Right-of-Way License Agreement with Union Pacific Railroad Company in regard to the CR 401/CR 404 project authorizing the county to construct two culverts within UPRR Right-of-Way. Project: P390 Fund Source: Road Bonds

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

UPRR Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2022 10:42 AM
Form Started By: Charlie Crossfield		Started On: 09/22/2022 10:18 AM
Final Approval Date: 09/22/2022		

June 15, 2022
Folder: 03303-39

ROBERT B. DAIGH
WILLIAMSON COUNTY
3151 SE INNER LOOP, SUITE B
GEORGETOWN TX 78626

RE: Proposed Construction of Two (2) Underground 18 Inch Drainage Pipeline Encroachments Only Between Mile Post 147.4 on the Austin Subdivision at or near Taylor, Williamson County, Texas

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please return the executed agreement via email. For any payment(s), please follow the accompanying instructions.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company.

- Payment in the amount of **Eleven Thousand Three Hundred Sixty Dollars ($11,360.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03303-39 noted on that document.** If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.

- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If you have any questions concerning this Agreement, please contact me at (402) 544-8620.

Sincerely,

Craig Benson
Mgr Real Estate Contracts - Real Estate
Email : COBENSON@up.com
Phone : (402) 544-8620

LONGITUDINAL PIPELINE AGREEMENT

Between Mile Post 147.4, Austin Subdivision
Location: Taylor, Williamson County, Texas

THIS AGREEMENT ("Agreement") is made and entered into as of June 15, 2022, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **WILLIAMSON COUNTY**, to be addressed at 3151 SE Inner Loop, Suite B, Georgetown, Texas 78626 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate two (2) underground 18 inch drainage pipeline encroachments only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Taylor, Williamson County, State of Texas ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated November 17, 2021, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for two (2) underground 18 inch drainage pipeline encroachments, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Eleven Thousand Three Hundred Sixty Dollars ($11,360.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B.**

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03303-39)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: WILLIAMSON COUNTY
3151 Se Inner Loop, Suite B
Georgetown, Texas 78626

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Craig Benson
Mgr Real Estate Contracts

WILLIAMSON COUNTY

By: _____

Name Printed: Bill Gravell Jr.

Title: Williamson County Judge



CADD FILENAME	0330339
SCAN FILENAME	X

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

TAYLOR, WILLIAMSON COUNTY, TEXAS

M.P. 147.40 - AUSTIN SUB.

MAP IGN V-7B / 7

SCALE: 1" = 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 11-17-2021

PJB FILE: 0330339

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of

five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

Union Pacific Current Safety Requirements

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor’s personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline

Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.

2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;

2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;

4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;

5. Right(s) or interest(s) granted pursuant to this Agreement;

6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and

8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at this link for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad

Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B)**, accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance**. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance**. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance**. Coverage must include but not be limited to:

- Licensee’s statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance**. Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured’s performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the

additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance**. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance**. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

Meeting Date: 09/27/2022
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 Seward Junction SE and SW Loop.
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	09/22/2022 09:51 AM
Form Started By: Charlie Crossfield		Started On: 09/21/2022 02:55 PM
Final Approval Date: 09/22/2022		

Commissioners Court - Regular Session **59.**

Meeting Date: 09/27/2022

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

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