NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
December 6, 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 – 30)

3. Discuss, consider and take appropriate action on a line item transfer for the All District Courts.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0435-004132	All Dist Cts/ Ct AptdAtty/Crim	$1,876.93
TO	0100-0435-004931	All Dist Cts/3rd Adm Jud Dist	$1,876.93

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0576-003011	Computer Software	5,700.00
To	0100-0576-003006	Office Equipment	5,700.00
From	0100-0576-004102	Residential Services	1,000.00
To	0100-0576-004350	Printed Materials	1,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0665-003101	Educational Aides	$518.07
To	0100-0665-001109	Cell Phone Stipend	$518.07

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004510	Facility Maintenance & Repair	$16,147.50
To	0100.0509.001107	Temp Labor	$15,000.00
To	0100.0509.002010	FICA	$1,147.50

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

8. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Tx. Local Gov't Code 263.152, for the period of 11/01/2022 through 11/30/2022.

9. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Tx. Local Gov't Code 263.152, for the period of 11/01/2022 through 11/30/2022.

10. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 11/01/2022 through 11/30/2022.

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

12. Discuss, consider and take appropriate action canceling Commissioners Court for Tuesday, January 3, 2023.

13. Discuss, consider and take appropriate action approving and ratifying the engagement of the law firm of Mullen Coughlin LLC to represent Williamson County in relation to investigating, providing legal advice and otherwise assisting with response to potential data security incidents; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

14. Discuss, consider and take appropriate action ratifying the acknowledgement and agreement of the engagement of Stroz Friedberg, LLC by the law firm of Mullen Coughlin LLC to assist with investigating and otherwise assisting with response to potential data security incidents.

15. Discuss, consider and take appropriate action on a contract with Sheraton Austin Georgetown Hotel & Conference Center for the Williamson County Strategic Plan Retreat.

16. Discuss, consider and take appropriate action on approving the agreement between Williamson County and Milliman, Inc. to provide Consulting Actuary Services for Williamson County in the not-to-exceed amount of $5,000.00 for "Off Cycle" year FY2023 and the not-to-exceed amount of $22,000.00 for "On Cycle" year FY2024, exempting the purchase from the competitive bidding requirements for said service established by Section 262.024 (a)(4) [a personal service] of the Texas Local Government Code Discretionary Exemptions and authorizing execution of the agreement.

17. Discuss, consider and take appropriate action on approving agreement #202359 between 1101 Woodlawn Noteholder, LLC d/b/a Sheraton Austin Georgetown Hotel and Conference Center and Williamson County for venue and catering services in the amount of $13,000.00, and authorizing execution of the agreement.

18. Discuss, consider, and take appropriate action on approving the quote from Texas Air Systems and Williamson County for HVAC repairs for a total amount of $2,732.38 pursuant to TIPS Contract #22010601, and authorizing the execution of the quote.

19. Discuss, consider, and take appropriate action on approving Contract #202376 between Williamson County and CDW-G for a vendor-neutral advisory workshop, and authorizing the execution of the agreement. This Statement of Work is subject to the terms and conditions of Omnia contract R210401.

20. Discuss, consider and take appropriate action to approve termination of contract for livestock wrangler services for the sheriff's office between Williamson County and Garett Chick and authorize county judge to sign notification letter of termination of agreement.

21. Discuss, consider and take appropriate action to approve termination of contract for livestock wrangler services for the sheriff's office between Williamson County and George Stefek and authorize county judge to sign notification letter of termination of agreement.

22. Discuss, consider, and take appropriate action on approving the service agreement #202354 with HireQuest LLC for temporary labor services at the quoted bill rate of $19.95 per hour as needed at the Williamson County Expo Center, 5350 Bill Pickett Trail, Taylor, TX 76574 with budgeted amount of $5,000.00 and authorizing the execution of this agreement.

23. Discuss, consider, and take appropriate action on approving the service agreement #202355 with L.C. Personnel, Inc. d/b/a Labor Finders for temporary labor services at the quoted bill rate of $18.69 per hour as needed at the Williamson County Expo Center, 5350 Bill Pickett Trail, Taylor, TX 76574 with budgeted amount of $5,000.00 and authorizing the execution of this agreement.

24. Discuss, consider, and take appropriate action on awarding a Professional Service Agreement under RFQ #21RFSQ2 providing continuing engineering services for the North Jail Water System Analysis Project to Johnston, LLC in the amount up to $30,000.00 and authorize execution of the agreement.

25. Discuss, consider, and take appropriate action on approving proposal #202386 with Automated Logic Contracting Services, Inc. for the purchase of expanding the Automated Logic WebCTRL Building Automation System at Williamson County, in the amount of $32,591.13 pursuant to BuyBoard Contract #631-20 and authorizing the purchase.

26. Discuss, consider and take appropriate action to terminate agreement for Construction Services Contract #22IFB113 between Williamson County and Blacksmith Ventures, LLC dated effective July 13, 2022, for Brushy Creek and Fern Bluff Intersections Milling and Inlay, and authorizing the execution of the termination document.

27. Discuss, consider and take appropriate action on the appointment of Robert B. Daigh, PE as Williamson County's Primary Voting Member and J. Terron Evertson, PE as Williamson County's Alternate Voting Member to the Campo Technical Advisory Committee.

28. Discuss, consider and take appropriate action on the appointment of Tom Yantis as Williamson County's Campo Technical Advisory Committee Smaller Cities Primary Voting Member.

29. Discuss, consider and take appropriate action on Change Order No 2, to contract number 22IFB104 - CR 137 Widening and Overlay, in the amount of -$296,026.89 for CR 137 Widening and Overlay. Funding source: 01.0200.0210.003599

30. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $145,440.00 to expire on January 31, 2023 under Williamson County Contract for Engineering Services between Seiler Lankes Group, LLC. and Williamson County dated October 11, 2022 for CR 255 and CR 289 Schematic. Funding source: P546

REGULAR AGENDA

31. Discuss, consider and take appropriate action on a resolution honoring Judge Edna Staudt, acknowledging her 28 years of service to Williamson County.

32. The Hutto Education Foundation (HEF) provides grants and scholarships to students, teachers, and faculty members in Hutto ISD. HEF is a conduit for the distribution of funds allocated by the Commissioners Court to the Hutto Education Foundation. Per the Memorandum of Understanding between the Commissioners Court and HEF, we have an agreement that up to One Percent (1%) or no less than $20,000 of Solid Waste Fees shall be transferred to the Hutto Education Foundation at the Commissioners Court's discretion, that 25% or a minimum of $20,000 of the Solid Waste Fees received goes into the Permanent Endowment Fund. The recommendation for last year was $200,000 in total, with $195,000 going toward the Endowment Fund. 2020-2021 the organization met the minimum fund balance and was able to utilize the available interest for its scholarship program. HEF funded $30,000 in scholarships to Hutto ISD graduating students and renewal students and funded ALL eligible TSTC applicants in their 3rd & 4th semester, totaling $6,000 to TSTC students. This year’s recommendation is $225,000 to be divided as follows:$220,000 for the Endowment Fund.$5,000 for administration expenses.

33. Discuss, consider and take appropriate action on appointment of Kathy Pierce as chair of the Williamson County and Cities Health District (WCCHD) Board of Directors for a three-year term beginning January 1, 2023, and ending on December 31, 2026.

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 the WC Radio Communication System Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0507.0000.361300	Interest, Investments	$11,091.73

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 the WC Radio Communication System Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0507.0507.001100	Salaries	$9,004.23
	0507.0507.002010	FICA	$1,399.26
	0507.0507.002020	Retirement	$688.24

36. Discuss, consider and take appropriate action on the Fiscal Year 2023 Animal Shelter Donation Fund.

37. Discuss, consider and take appropriate action on setting a Public Hearing regarding the setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2023 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health and Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

38. Discuss, consider and take appropriate action to increase the budget in the ARPA (American Rescue Plan Act) Funds for 445P LE Drop Off in the amount of $291,354 from unallocated funds.

39. Discuss, consider and take appropriate action on a Construction Agreement between Williamson County and Chasco Constructors, Ltd. L.L.P. for the Williamson County LE Drop Center Project Phase II Renovations; exempting the procurement of such services from the competitive bidding requirements pursuant to Texas Local Government Code Discretionary Exemption 262.024(a)(2) [an item necessary to preserve the health and safety of the residents of Williamson County] and authorize the County Judge to execute the Agreement.

40. Discuss, consider, and take appropriate action on approving the Purchase of Document Preservation of Probate Records from Kofile Technologies, Inc. #202356 for conservation treatments, rehousing and imaging for the County Clerk's Office in the amount of $249,988.00 pursuant to TXMAS contract #TXMAS-18-3602, and authorizing execution of the proposal.

41. Discuss, consider, and take appropriate action on approving the agreement between Williamson County and Presidio Networked Solutions Group, LLC, for maintenance of Cisco equipment, for the total amount of $209,370.60, pursuant to the Texas DIR Contract #DIR-TSO-4167.

42. Discuss, consider, and take appropriate action on approving the bulk order of Toughbooks for Williamson County Departments from GTS Technology Solutions for a total of $275,153.52 pursuant to DIR Contract #DIR-TSO-4025.

43. Discuss, consider, and take appropriate action on approving the Quote from GTS Technology for the total amount of $199,995.00 pursuant to DIR contract #DIR-CPO-4697, and authorizing the purchase detailed in the attached quote.

44. Discuss, consider, and take appropriate action on renewing Contract # RFP #1978 for Custodian and Sanitation Supplies and Services, renewal option period #2, with McLemore Building Maintenance, for the same terms and conditions as the existing contract with the exception of department approved pricing changes per the attached pricing documentation for the term of January 1, 2023 - December 31, 2023.

45. Discuss, consider and take appropriate action on approving a quote for equipment and materials from I-Con Systems, Inc. for the Williamson County Jail in the amount of $38,522.07, and exempting I-Con Systems, Inc. from competitive bidding requirements per Texas Local Government Code §262.024(a)(7)(D)[captive replacement parts or components for equipment].

46. Discuss, consider and take appropriate action on approving a Master Services Agreement #202382 with Blackmon Mooring of Austin, Inc. for Emergency Response Property Damage Restoration in the annual not-to-exceed amount of $250,000.00, as per TIPS Contract #22050101 and approving execution of all associated documents.

47. Discuss, consider and take appropriate action on approving the Master Services Agreement #202383 between Williamson County and Texas AirSystems LLC to provide Comprehensive HVAC Repairs and Related Services to various county facilities in the not-to-exceed amount of $250,000.00 per year for the term of the contract utilizing TIPS contract #TIPS-22010601 and authorizing execution of the agreement.

48. Discuss, consider, and take appropriate action on awarding IFB #23IFB6 CR 404 at FM 973 Improvements and Signage to the lowest and best bidder, Jordan Foster Construction LLC, in the amount of $4,622,143.93 and authorizing the execution of the agreement. Funding Source is P390.

49. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Surveying Services between Diamond Surveying and Williamson County dated May 19, 2020 for Surveying Services. Funding source: 01.0200.0210.004150.

50. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Surveying Services between Surveying And Mapping and Williamson County dated May 19, 2020 for Surveying Services. Funding source: 01.0200.0210.004150.

51. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $89,204.91 for Project T5045 CR 404 Hutto Water Line Realignment (Austin Underground, Inc.) P 390 Funding Source: Road Bond.

52. Discuss, consider, and take any appropriate action regarding a Letter of Transfer for Held-In-Trust Collections to the Center for Archeological Studies (CAS) for archeological collections (specimens and/or records) obtained as part of the Texas Historical Commission permit process on Sam Bass Road, a Road Bond Project in Commissioner Pct. 3. Project: P462

53. Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for 22IFB138 - CR 366, a Road Bond program in Commissioner Pct. 4 Project: P296 Funding Source: Road Bond.

54. Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with Construction Activity under TPDES Construction General Permit (TXR150000) for 23IFB6 - CR 404 at FM 973 Improvements, a Road Bond program in Commissioner Pct. 4. Project: P390 Funding Source: Road Bond.

55. Discuss, consider and take appropriate action on 4 relocation claims with Jacaruso Enterprises and Catherine Fahy in relation to the right of way acquisition on parcel 28 for the SE Loop segment 2 project. Funding Source: TANS P588

56. Discuss, consider and take appropriate action on 1 claim for moving expenses related to the right of way acquisition on Sam Bass Road--Parcel 13. Funding Source: Road Bonds P462 Unit O19-Portillo

57. Discuss, consider and take appropriate action on a letter agreement with Greg Danek for an electric utility easement needed on the Bud Stockton Rd. project (Parcel 6). Funding Source: Road Bonds P 307

58. Discuss, consider and take appropriate action on a letter agreement with Hwy 3349 Holdings, LLC for a drainage and temporary construction easement needed on the SE Loop Segment 2- (Parcel 39DE and 39TCE). Funding Source: TANS P588

59. Discuss, consider and take appropriate action on a possession and use agreement with Christina Ann Helms for right of way needed on the Liberty Hill Bypass project (Parcels 3 & 4). Funding Source: Road Bonds P346

60. Discuss, consider and take appropriate action on a possession and use agreement with Timothy P. Harlow for right of way needed on the Liberty Hill Bypass project (Parcels 7 & 50). Funding Source: Road Bonds P346

61. Discuss, consider and take appropriate action on a possession and use agreement with Scott Lee Ira Helms for right of way needed on the Liberty Hill Bypass project (Parcel 48). Funding Source: Road Bonds P346

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)."

62. 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 CR 255.
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.

63. 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

64. 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, and related lawsuits
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, Texas, 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, Texas, and 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-00481-LY; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
10. 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
11. 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
12. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
13. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
14. 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
15. 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
16. 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, et al.; In the 368th Judicial District Court of Williamson County, Texas
17. 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
18. Cause No. 22-1152-C425; Catherine Johnston v. Bill Gravell, Williamson County Judge, et al.; In the 425th Judicial District Court of Williamson County, Texas
19. 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
20. 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
21. 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.
6. Legal matters relating to Office of the Attorney General Ruling #OR2022-35056 and Attorney General Opinion KP-411.

65. 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).

66. 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).

67. 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)

68. Discuss and take appropriate action concerning economic development.

69. Discuss and take appropriate action concerning real estate.

70. 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, and related lawsuits
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
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of Williamson County, Texas
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17. 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
18. Cause No. 22-1152-C425; Catherine Johnston v. Bill Gravell, Williamson County Judge, et al.; In the 425th Judicial District Court of Williamson County, Texas
19. 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
20. 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
21. 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.
6. Legal matters relating to Office of the Attorney General Ruling #OR2022-35056 and Attorney General Opinion KP-411.

71. 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.

72. Comments from Commissioners.

73. 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 1st day of December 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: 12/06/2022

Line Item Transfer

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the All District Courts.

Background

Each year we conservatively estimate the next year's payment for the Third Administrative Judicial Region invoice. We typically do not receive notification of the estimate and/or the invoice until after budget adoption. We are under by $1,876.93 and this transfer will facilitate payment of the FY23 invoice.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0435-004132	All Dist Cts/ Ct AptdAtty/Crim	$1,876.93
TO	0100-0435-004931	All Dist Cts/3rd Adm Jud Dist	$1,876.93

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/21/2022 04:44 PM
Form Started By: Ashlie Holladay		Started On: 11/18/2022 08:31 AM
Final Approval Date: 11/21/2022		

Commissioners Court - Regular Session **4.**

Meeting Date: 12/06/2022

Budget Line Item Transfers 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 budget line item transfers for Juvenile Services.

Background

Juvenile Services is requesting two line item transfers. The first transfer in the amount of $5,700.00 from Computer Software to Office Equipment in order to purchase electronic key storage boxes. This equipment will provide electronic tracking of keys for staff use in the facility. The second transfer is from Residential Services to Printed Materials for $1,000.00. Juvenile Services experienced unexpected printing costs this year and this transfer should cover costs for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0576-003011	Computer Software	5,700.00
To	0100-0576-003006	Office Equipment	5,700.00
From	0100-0576-004102	Residential Services	1,000.00
To	0100-0576-004350	Printed Materials	1,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2022 11:42 AM
Budget Office	Saira Hernandez	12/01/2022 11:48 AM
Form Started By: Denise Carlson		Started On: 12/01/2022 11:10 AM
Final Approval Date: 12/01/2022		

Commissioners Court - Regular Session **5.**

Meeting Date: 12/06/2022

Senior Administrative Specialist

Submitted By: Amy Hays, Extension Service

Department: Extension Service

Agenda Category: Consent

Information

Agenda Item

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

Background

Extension Services is requesting a line transfer due to additional staff added.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0665-003101	Educational Aides	$518.07
To	0100-0665-001109	Cell Phone Stipend	$518.07

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/21/2022 04:45 PM
Budget Office	Saira Hernandez	11/30/2022 07:10 AM
Form Started By: Amy Hays		Started On: 11/21/2022 04:06 PM
Final Approval Date: 11/30/2022		

Commissioners Court - Regular Session **6.**

Meeting Date: 12/06/2022

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 temp labor.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004510	Facility Maintenance & Repair	$16,147.50
To	0100.0509.001107	Temp Labor	$15,000.00
To	0100.0509.002010	FICA	$1,147.50

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/30/2022 01:12 PM
Budget Office	Saira Hernandez	12/01/2022 07:51 AM
Form Started By: Gina Wrehsnig		Started On: 11/30/2022 11:55 AM
Final Approval Date: 12/01/2022		

Commissioners Court - Regular Session **7.**

Meeting Date: 12/06/2022

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Bilingual Stipends

Bilingual LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	12/01/2022 08:49 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 11:04 AM
Form Started By: Kayla Marek		Started On: 12/01/2022 08:34 AM
Final Approval Date: 12/01/2022		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Commissioners Court	Multi-Media Specialist.1947.001100.	16175	$62,716.42	$1,881.36	3.00	$64,597.78	-	MERIT	9-Dec-22
County Clerk Records	Deputy County Clerk.0686.001100.	15517	$42,003.25	$1,260.11	3.00	$43,263.36	-	MERIT	9-Dec-22
Infrastructure Department	Engineer I.1967.001100.	16241	$84,006.52	$5,000.06	5.95	$89,006.58	-	MERIT	6-Jan-23
Parks	Parks Maintenance Tech.1922.001100.	16208	$34,769.28	$1,043.08	3.00	$35,812.36	-	MERIT	9-Dec-22
County Clerk Judicial	Deputy County Clerk.0668.001100.	16203	$39,900.02	$1,197.00	3.00	$41,097.01	-	MERIT	9-Dec-22

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
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01	0100	0401	002010	143.92	
01	0100	0401	002020	295.37	
01	0100	8001	001130		1,881.36
01	0100	8001	002010		143.92
01	0100	8001	002020		295.37
01	0385	0385	001100	1,260.11	
01	0385	0385	001130		1,260.11
01	0100	0215	001100	2,500.03	
01	0100	0215	002010	191.25	
01	0100	0215	002020	392.50	
01	0100	8006	001130		2,500.03
01	0100	8006	002010		191.25
01	0100	8006	002020		392.50
01	0200	0210	001100	2,500.03	
01	0200	0210	001130		2,500.03
01	0100	0510	001100	1,043.08	
01	0100	0510	001130		1,043.08
01	0100	0404	001100	1,197.00	
01	0100	0404	002010	91.57	
01	0100	0404	002020	187.93	
01	0100	8002	001130		1,197.00
01	0100	8002	002010		91.57
01	0100	8002	002020		187.93

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0450 District Clerk	0746	14493	$42,003.25	n/a	$43,381.15	$42,648.43	$732.72	n/a	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCN 0746 to PCN 1851.	12/9/2022
0450 District Clerk	1851	vacant	n/a	n/a	$41,270.53	$42,003.25	n/a	$732.72	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCN 0746 to PCN 1851.	12/9/2022
0450 District Clerk	0739	15642	$42,003.25	n/a	$47,387.48	$46,654.76	$732.72	n/a	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCN 0739 to PCN 1852.	12/9/2022
0450 District Clerk	1852	vacant	n/a	n/a	$41,270.53	$42,003.25	n/a	$732.72	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCN 0739 to PCN 1852.	12/9/2022
0450 District Clerk	0746	14493	$42,003.25	n/a	$42,648.43	$42,431.04	$217.39	n/a	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCN 0746 to PCN 0751.	12/9/2022
0450 District Clerk	0751	vacant	n/a	n/a	$41,785.86	$42,003.25	n/a	$217.39	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCN 0746 to PCN 0751.	12/9/2022

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0450 District Clerk	0739	15642	$42,003.25	n/a	$46,654.76	$43,967.88	$2,686.88	n/a	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCN 0739 to PCN 2027.	12/9/2022
0450 District Clerk	2027	vacant	n/a	n/a	$41,454.81	$44,141.69	n/a	$2,686.88	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCN 0739 to PCN 2027.	12/9/2022
0523 Public Safety	0166	vacant	n/a	n/a	$90,853.05	$84,006.50	$6,846.55	n/a	Reallocation of position budget to facilitate promotion, per policy. Surplus salary from PCN 0166 to PCN 0951.	12/9/2022
0523 Public Safety	0951	vacant	n/a	n/a	$88,978.21	$95,824.76	n/a	$6,846.55	Reallocation of position budget to facilitate promotion, per policy. Surplus salary from PCN 0166 to PCN 0951.	12/9/2022
0210 Unified Road Systems	1504	04966	n/a	n/a	$72,854.03	$69,429.96	$3,424.07	n/a	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1504 to PCN 2063	12/9/2022
0210 Unified Road Systems	2063	vacant	n/a	n/a	$61,575.93	$65,000.00	n/a	$3,424.07	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1504 to PCN 2063	12/9/2022

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0210 Unified Road Systems	1572	16306	$42,000.00	n/a	$42,391.34	$42,038.08	$353.26	n/a	Correction to 11.8.22 compensation item-Reallocation of position budget to facilitate career ladder advancement funding (for EE 14418) as allowed by policy. Surplus salary from PCN 1572 to PCN 1534	12/9/2022
0210 Unified Road Systems	1534	14418	$52,685.76	$53,039.02	$52,685.76	$53,039.02	n/a	$353.26	Correction to 11.8.22 compensation item-Reallocation of position budget to facilitate career ladder advancement funding (for EE 14418) as allowed by policy. Surplus salary from PCN 1572 to PCN 1534	12/9/2022
0453 Justice of the Peace 3	0997	15171	$44,141.70	n/a	$54,501.75	$51,471.56	$3,030.19	n/a	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 0997 to PCN 0094	12/9/2022
0453 Justice of the Peace 3	0094	vacant	n/a	n/a	$38,969.81	$42,000.00	n/a	$3,030.19	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 0997 to PCN 0094	12/9/2022

*Amount may vary slightly due to Oracle rounding

Department	Position	EE ID	Testing Approved Stipend	Annual Stipend	Stipend Start Date
Constables 3	Deputy Constable.0299.001105.	15568	BASIC	$600.08	9-Dec-22
County Attorney	CA Victim Advocate.0012.001100.	15990	BASIC	$600.08	9-Dec-22
County Attorney	CA Legal Asst II.0022.001100.	15451	BASIC	$600.08	9-Dec-22
County Attorney	Sr Administrative Spec.0961.001100.	14553	BASIC	$600.08	9-Dec-22
District Attorney	DA Legal Assistant IV.0077.001100.Y	14078	BASIC	$600.08	9-Dec-22
District Attorney	Legal Specialist.0079.001100.	13437	BASIC	$600.08	9-Dec-22
District Attorney	DA Lead Victim Asst Coord.1847.001100.N	10868	BASIC	$600.08	9-Dec-22
District Attorney	DA Legal Assistant II.1797.001100.Y	14384	BASIC	$600.08	9-Dec-22
Emergency Medical Services	Scheduling Specialist.0897.001100.	11432	BASIC	$600.08	9-Dec-22
Emergency Medical Services	EMS Paramedic.1981.001100.	15964	BASIC	$600.08	9-Dec-22
Juvenile Services	Juv Supervision Offcr I.1082.001100.	13519	BASIC	$600.08	9-Dec-22
Juvenile Services	Juv Supervision Offcr II.1090.001100.	15998	BASIC	$600.08	9-Dec-22
Juvenile Services	Juv Supervision Offcr II.1084.001100.	15772	BASIC	$600.08	9-Dec-22
Juvenile Services	Juv Supervision Offcr I.1135.001100.	15999	BASIC	$600.08	9-Dec-22
Juvenile Services	Juv Probation Officer I.1146.001100.	15551	BASIC	$600.08	9-Dec-22
Juvenile Services	Juv Prob Officer II Grant.1034.001100.	15003	BASIC	$600.08	9-Dec-22
Magistrate	Associate Judge.1668.001100.	14269	BASIC	$600.08	9-Dec-22
Tax Assessor/Collector	Tax Specialist II.1439.001100.	14502	BASIC	$600.08	9-Dec-22
Tax Assessor/Collector	Senior Tax Specialist.1453.001100.	10242	BASIC	$600.08	9-Dec-22
Tax Assessor/Collector	Assistant Tax Manager.1454.001100.	11208	BASIC	$600.08	9-Dec-22
Tax Assessor/Collector	Tax Specialist II.1449.001100.	16004	BASIC	$600.08	9-Dec-22
Tax Assessor/Collector	Tax Specialist I.1973.001100.	15867	BASIC	$600.08	9-Dec-22
Tax Assessor/Collector	Tax Specialist II.1437.001100.	15936	BASIC	$600.08	9-Dec-22
Tax Assessor/Collector	Assistant Tax Manager.1443.001100.	13338	BASIC	$600.08	9-Dec-22
Unified Road Systems	Administrative Spec III.1500.001100.	15994	ADVANCED	$1,199.90	9-Dec-22
Unified Road Systems	Office Administrator.1518.001100.	13133	ADVANCED	$1,199.90	9-Dec-22

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
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01	0100	0440	001914	1,947.95	
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01	0100	0440	002020	303.30	
01	0100	0540	001914	973.98	
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01	0100	0540	002020	151.65	
01	0100	0576	001914	2,921.93	
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01	0100	0576	002020	454.95	
01	0100	0477	001914	486.99	
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01	0100	0477	002020	75.83	
01	0100	0499	001914	3,408.92	
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01	0100	0409	004999		14,401.64

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01	0200	0210	002020	303.24	
01	0200	0210	005711		2,399.76

Commissioners Court - Regular Session **8.**

Meeting Date: 12/06/2022

Assets for Destruction Monthly Report 12.6.22

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Tx. Local Gov't Code 263.152, for the period of 11/01/2022 through 11/30/2022.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Destruction Monthly Report 11.30.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/01/2022 09:02 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:11 AM
Form Started By: Mary Watson		Started On: 11/15/2022 12:59 PM
Final Approval Date: 12/01/2022		

"November 2022 Monthly Report **Court Date:** 12/6/2022

Williamson County - Assets for Destruction

Agenda #: 30556

Item	Serial Number	Quantity	Department
Dell Latitude 5500	G75SYW2	1	Health District-State Purchased
wooden door		2	Non-Departmental
Chairs		3	Unified Road Systems

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 09-11-2022
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5500
1. Manufacturer ID #:	G75SYW2
1. Condition of Assets:	Non-Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 11/10/2022 2:33 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	12/6/2022
Agenda Item:	30556

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 04-10-2022
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	wooden door
1. Manufacturer ID #:	N/A
1. Condition of Assets:	Non-Working
Transferring Dept.:	Non-Departmental
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 10/20/2022 10:37 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	12/6/2022
Agenda Item:	30556

Asset Status Change

Title:	i:0#.f|membership|vedwards@wilco.org - 25-10-2022
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Chairs
1. Condition of Assets:	Non-Working
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Vicky Edwards
Transferring Dept. Contact Ph#:	512-943-3362
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Robert B. Daigh 10/25/2022 9:30 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	12/6/2022

Asset Status Change

Commissioners Court - Regular Session **9.**

Meeting Date: 12/06/2022

Assets for Transfer Monthly Report 12.6.22

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Tx. Local Gov't Code 263.152, for the period of 11/01/2022 through 11/30/2022.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Transfer Monthly Report 11.30.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/01/2022 09:03 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:12 AM
Form Started By: Mary Watson		Started On: 11/15/2022 01:00 PM
Final Approval Date: 12/01/2022		

*November 2022 Monthly Report **Court Date:** 12/6/2022

Williamson County - Assets for Transfer

Agenda #: 30558

Item	Serial Number	Quantity	From Department	To Department
Dell 24" Monitors	See List	7	CC at Law 5	Information Systems
200 feet of rope		2	HazMat	Emergency Med Services
500 feet of rope		1	HazMat	Emergency Med Services
400 feet of rope		1	HazMat	Emergency Med Services
webbing and pursik cord		1	HazMat	Emergency Med Services
lot of utility carginneers		1	HazMat	Emergency Med Services
Dell 34" Curved Monitors	4DVLJ53, FPTLJ53	2	Information Systems	CC at Law 5

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 14-11-2022
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	7
1. Description:	Dell 24" Monitors
1. Manufacturer ID #:	4KVYRM3, 68VYRM3, 9MGSM3, BPSYRM3, CBH3Sm3, GM3SM3, JLH3SM3
1. Condition of Assets:	Working
Transferring Dept.:	County Court at Law 5
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 11/14/2022 9:46 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Information Systems
Receiving Department Contact Person:	Tammy McCulley
Receiving Dept. Contact Ph#:	512-943-1455
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Tammy McCulley
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Tammy McCulley 11/14/2022 9:50 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	12/6/2022
Agenda Item:	30558

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|rick.zuazua@wilco.org - 13-10-2022
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	200 feet of rope
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	500 feet of rope
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	400 feet of rope
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	webbing and pursik cord
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	lot of utility carbinneers
5. Condition of Assets	Working
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	Rick ZuaZua
Transferring Dept. Contact Ph#:	5129433697
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Hank Jones 10/13/2022 3:12 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Emergency Medical Services
Receiving Department Contact Person:	Kevin Krienke
Receiving Dept. Contact Ph#:	512-818-2643
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Mike Knipstein
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Mike Knipstein 10/14/2022 11:01 AM

Asset Status Change

Asset Status Change

Purchasing Final Determination	Internal Department Transfer
Court Date:	12/6/2022
Agenda Item:	30558

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 14-11-2022
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dell 34" Curved Monitors
1. Manufacturer ID #:	4DVLJ53, FPTLJ53
1. Condition of Assets:	Working
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Tammy McCulley 11/14/2022 9:45 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	County Court at Law 5
Receiving Department Contact Person:	Kimberly Johnson
Receiving Dept. Contact Ph#:	512-943-1242
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Kimberly Johnson
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Kimberly Johnson 11/14/2022 9:56 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	12/6/2022
Agenda Item:	30558

Asset Status Change

Commissioners Court - Regular Session **10.**

Meeting Date: 12/06/2022

Assets for Auction Monthly Report 12.6.22

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 11/01/2022 through 11/30/2022.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction Monthly Report 11.30.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/01/2022 09:03 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:12 AM
Form Started By: Mary Watson		Started On: 11/15/2022 01:01 PM
Final Approval Date: 12/01/2022		

"November 2022 | Monthly Report | **Court Date:** | 12/6/2022

Williamson County - Assets for Auction

Agenda #: 30555

Item	Serial Number	Quantity	Department
MDR624 6 channel mixer		1	368th District
Dell OptiPlex 7460 AIO	GQ82L42	1	368th District
KN95 masks		2	368th District
sergical masks		1	368th District
hand sanitizer		2	368th District
Lapel Microphones		2	368th District
Law library books-tx forms, tx practice, tx jur III		38	368th District
clock		1	368th District
flood light bulbs		8	368th District
11 light bulbs		11	368th District
7.5'x4.5'x2.3' three shelf system. Steel and hardiboard		3	Building Maintenance
Electrcal vertical air compressor,5hp 14.2 cfm 1 stage	L 9/19/06-00024 model 4me98	1	Building Maintenance
wooden office desk 6'x20"x29",4 drawers		1	Building Maintenance
Cushioned floor mat, greay in color 3'x4'		1	Building Maintenance
OneShot soap strter kits(auto soap system)	401310	7	Building Maintenance
antique wood punches/stamps set (#0-9)		1	Building Maintenance
suggestion/ballet box (wall mounted)		4	Building Maintenance
Hilti Firestop Gangplate, cfs-sl, gp 16"/40	030421A	4	Building Maintenance
Steel truck box, aluminum color 49"x15" no key		1	Building Maintenance
wood stud 1-7/16x3-7/16x120 S P F KD-HT		288	Building Maintenance
Dell wireless keyboard, WK636		7	Building Maintenance
Dell 21 in monitor		3	Building Maintenance
Dell 19 in monitor		2	Building Maintenance
Monitor stand		6	Building Maintenance
Rolling Office chair		2	Building Maintenance
Stationary padded desk chair		2	Building Maintenance
Dell Optiplex 7010 Desktop Computer	9JBJX12	1	Constable 4
Tactical vests		56	Corrections
Duty gear (asst)		88	Corrections
Optiplex 7050	82RMBM2	1	Corrections
Optiplex 7050	83VSBM2	1	Corrections
Optiplex 7050	840PBM2	1	Corrections
Optiplex 7050	83BPBM2	1	Corrections
Optiplex 7050	82PNBM2	1	Corrections
Optiplex 7050	830MBM2	1	Corrections
Optiplex 7050	833QBM2	1	Corrections
Optiplex 7050	D0449M2	1	Corrections
Optiplex 7050	835PBM2	1	Corrections
Optiplex 7050	82NPBM2	1	Corrections
Optiplex 7050	838NBM2	1	Corrections
Optiplex 7050	82QSBM2	1	Corrections
Optiplex 7050	83XRBM2	1	Corrections
Optiplex 7050	82YQBM2	1	Corrections
Optiplex 7050	BR787X2	1	Corrections
Optiplex 7050	830RBM2	1	Corrections
Optiplex 7050	836MBM2	1	Corrections
Optiplex 7050	83YSBM2	1	Corrections
Optiplex 7050	83NNBM2	1	Corrections
Optiplex 7050	834SBM2	1	Corrections
Optiplex 7050	DWPM842	1	Corrections
Optiplex 7050	83MLBM2	1	Corrections
Optiplex 7050	833PBM2	1	Corrections
Optiplex 7050	D0XW8M2	1	Corrections
Optiplex 7050	D04B9MZ	1	Corrections
Optiplex 7050	3060DDZ	1	Corrections
Dell Monitors		27	Corrections
Dell Keyboards		15	Corrections
Dell Mouse		6	Corrections
multiple cubicle walls and attachments		10	County Attorney
Dell 533odn printer	F48DQM1	1	County Attorney
Dell 533odn printer	8HKZDG1	1	County Attorney

metal filing cabinets		2	County Attorney
Dell 5130cdn color printer	DDTS3M1	1	County Attorney
metal filing cabinets		2	County Attorney
Panasonic KV-S1045C scanner	B4135RF2622	1	County Auditor
Philips Heart Start AED FR2+	0302057982 Wilco #9681	1	Emergency Med Services
Philips Heart Start AED FR2+	503092714	1	Emergency Med Services
Philips Heart Start AED FRX	B10K-00205	1	Emergency Med Services
Grey 4 drawer filing cabinet		1	Extension Services
350 feet of rope		2	Hazmat
400 feet of rope		1	Hazmat
500 feet of rope		1	Hazmat
Misc sizes of accessory rope and webbing		1	Hazmat
Swift Water gear		1	Hazmat
Dell Latitude 5590	HX51RQ2	1	Health District-State Purchased
Dell Latitude E5550	47TTS32	1	Health District-State Purchased
Dell Latitude E6540	6JG3K12	1	Health District-State Purchased
Dell Latitude 5590	2361RQ2	1	Health District-State Purchased
Dell Optiplex 790	6KG2WV1	1	Health District-State Purchased
Dell Optiplex 9020	DYPZ082	1	Health District-State Purchased
Dell Optiplex 9020	CBSJ082	1	Health District-State Purchased
Dell Latitude E6540	BHG3K12	1	Health District-State Purchased
Dell Latitude 5590	8482RQ2	1	Health District-State Purchased
Vizio E55-E2 TV -O	LWZ2VIAT2804565	1	Information Systems
Dell Latitude E5540 Wilco #8200	8G7NK12	1	Information Systems
Dell laptop bags		3	JP 1
Dell computer stand/keyboard stand		2	JP 1
1 pair of Dell Speakers		1	JP 1
Variety Keyboards		5	JP 1
Laptop Dell Computer E7440, Windows 7	4ZBrn12	1	Parks
Laptop Latitude 5521	F53XSG3	1	Parks
Misc. Scrap Metal (Panels, Gates, Poles)			Parks
Box of misc computer accessories		1	Pre-Trial Services
Dell Laptop Latitude E5470 and power cord	22TVQ72	1	Pre-Trial Services
Dell Laptop Latitude E5470 and power cord	56F4RC2	1	Pre-Trial Services
Dell Laptop Latittude 5289 Ultrabook,power cord	DP29BH2	1	Pre-Trial Services
Dell Optiplex 7050	42T56Q2	1	Pre-Trial Services
Mocrosoft Wireless keyboard	923400044326.00	1	Pre-Trial Services
Johnson 40-6935 Electronic Digital Theodolite	130307	1	RCS
HP Designjet T930	CN5AG1H02T	1	Sheriff's Office
Computer Monitor	080624L1302633	1	Sheriff's Office
Computer Monitor	MX-02N6NN-4262-17K-11CU	1	Sheriff's Office
Computer Monitor	110920L0100067	1	Sheriff's Office
Desk		1	Unified Road Systems

Asset Status Change

Title:	i:0#.f|membership|jtredemeyer@wilco.org - 17-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MDR624 6 channel mixer
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Unknown
Transferring Dept.:	368th District
Transferring Dept. Contact Person	Jennifer Tredemeyer
Transferring Dept. Contact Ph#:	512-943-1368
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jennifer Tredemeyer 11/17/2022 1:20 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Title:	i:0#.f|membership|jtredemeyer@wilco.org - 17-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell OptiPlex 7460 AIO
1. Manufacturer ID #:	Service Tag GQ82L42
1. Oracle Asset #:	217032
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	KN95 masks
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	sergical masks
3. Manufacturer ID #:	n/a
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	hand sanitizer
4. Manufacturer ID #:	n/a
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	LAPEL MICROPHONES
5. Manufacturer ID #	N/A
5. Condition of Assets	Non-Working
Transferring Dept.:	368th District
Transferring Dept. Contact Person	Jennifer Tredemeyer
Transferring Dept. Contact Ph#:	512-943-3626
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jennifer Tredemeyer 10/17/2022 4:27 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Asset Status Change

Asset Status Change

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Title:	i:0#.f|membership|jtredemeyer@wilco.org - 16-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	38
1. Description:	Law library books- texas forms, texas practice, tx jur III
1. Condition of Assets:	Working
Transferring Dept.:	368th District
Transferring Dept. Contact Person	Jennifer Tredemeyer
Transferring Dept. Contact Ph#:	5129431368
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jennifer Tredemeyer 11/16/2022 1:54 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jtredemeyer@wilco.org - 17-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	clock
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	8
2. Description:	flood light bulbs
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Working
3. Quantity (Mandatory):	11
3. Description:	11 light bulbs
3. Manufacturer ID #:	n/a
3. Condition of Assets:	Working
Transferring Dept.:	368th District
Transferring Dept. Contact Person	Jennifer Tredemeyer
Transferring Dept. Contact Ph#:	512-943-1368
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jennifer Tredemeyer 11/17/2022 1:07 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 12-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Rolling Office chair
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	Stationary padded desk chair
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 10/20/2022 10:36 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555
Asset(s) delivered to warehouse on:	10/13/2022
Delivered to warehouse by:	Tony Hill

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 01-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	7
1. Description:	Dell wireless keyboard, WK636
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	3
2. Description:	Dell 21 in monitor
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Dell 19 in monitor
3. Manufacturer ID #:	n/a
3. Condition of Assets:	Working
4. Quantity (Mandatory):	6
4. Description:	Monitor stand
4. Manufacturer ID #:	n/a
4. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 11/1/2022 10:24 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 20-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	288
1. Description:	wood stud 1-7/16 x 3-7/16 x 120 S-P-F KD-HT
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 10/20/2022 10:33 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 31-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Steel truck box, aluminum color, 49" x 15" x 15" no key for lock
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 10/31/2022 3:45 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 01-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Hilti Firestop Gangplate, cfs-sl, gp 16"/40
1. Manufacturer ID #:	030421A
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehsnig 11/1/2022 9:12 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 10-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	7.5 ft x4.5 ft x 2.3 ft three shelf system. Steel and hardiboard
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 11/14/2022 7:11 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 10-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	7
1. Description:	OneShot soap starter kits (auto soap system)
1. Manufacturer ID #:	401310
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	antique wood punches/stamps set (numbers 0-9)
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Working
3. Quantity (Mandatory):	4
3. Description:	suggestion/ballet box (wall mounted)
3. Manufacturer ID #:	n/a
3. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 11/14/2022 7:02 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 16-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	wooden office desk. 6ft long, 20 in wide, 29 in tall. 4 drawers
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Cushioned floor mat, greay in color. 3 ft x 4 ft
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 11/16/2022 3:10 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 28-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Electrical vertical air compressor, 5hp, 14.2 cfm, 1 stage
1. Manufacturer ID #:	L 9/19/06-00024 model 4me98
1. Oracle Asset #:	43968
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 11/28/2022 7:57 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|brian.olson@wilco.org - 22-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL OPTIPLEX 7010 DESKTOP COMPUTER
1. Manufacturer ID #:	9JBJX12
1. Oracle Asset #:	92225
1. Condition of Assets:	Working
Transferring Dept.:	Constables 4
Transferring Dept. Contact Person	Brian Olson
Transferring Dept. Contact Ph#:	512-352-4181
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ BRIAN OLSON 10/22/2022 12:21 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555
Asset(s) delivered to warehouse on:	10/31/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|dwhite@wilco.org - 06-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Optiplex 7050
1. Manufacturer ID #:	82RMBM2
1. Oracle Asset #:	204761
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Optiplex 7050
2. Manufacturer ID #:	83VSBM2
2. Oracle Asset #:	204728
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Optiplex 7050
3. Manufacturer ID #:	840PBM2
3. Oracle Asset #:	204736
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Optiplex 7050
4. Manufacturer ID #:	83BPBM2
4. Oracle Asset #:	204741
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Optiplex 7050
5. Manufacturer ID #	82PNBM2
5. Oracle Asset #	204729
5. Condition of Assets	Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5128252452
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kathleen Pokluda 10/18/2022 2:05 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Asset(s) delivered to warehouse on:	10/25/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f|membership|dwhite@wilco.org - 06-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Optiplex 7050
1. Manufacturer ID #:	DWPM842
1. Oracle Asset #:	117270
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Optiplex 7050
2. Manufacturer ID #:	83MLBM2
2. Oracle Asset #:	204755
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Optiplex 7050
3. Manufacturer ID #:	833PBM2
3. Oracle Asset #:	204737
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Optiplex 7050
4. Manufacturer ID #:	D0XW8M2
4. Oracle Asset #:	204713
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Optiplex 7050
5. Manufacturer ID #	D04B9MZ
5. Oracle Asset #	204716
5. Condition of Assets	Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5128252452
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kathleen Pokluda 10/18/2022 2:07 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555
Asset(s) delivered to warehouse on:	10/25/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f|membership|dwhite@wilco.org - 06-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Optiplex 7050
1. Manufacturer ID #:	830MBM2
1. Oracle Asset #:	204760
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Optiplex 7050
2. Manufacturer ID #:	833QBM2
2. Oracle Asset #:	204740
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Optiplex 7050
3. Manufacturer ID #:	D0449M2
3. Oracle Asset #:	204714
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Optiplex 7050
4. Manufacturer ID #:	835PBM2
4. Oracle Asset #:	204750
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Optiplex 7050
5. Manufacturer ID #	82NPBM2
5. Oracle Asset #	204763
5. Condition of Assets	Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5128252452
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kathleen Pokluda 10/18/2022 2:07 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Asset(s) delivered to warehouse on:	10/25/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f|membership|dwhite@wilco.org - 06-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Optiplex 7050
1. Manufacturer ID #:	838NBM2
1. Oracle Asset #:	204745
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Optiplex 7050
2. Manufacturer ID #:	82QSBM2
2. Oracle Asset #:	204748
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Optiplex 7050
3. Manufacturer ID #:	83XRBM2
3. Oracle Asset #:	204742
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Optiplex 7050
4. Manufacturer ID #:	82YQBM2
4. Oracle Asset #:	204749
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Optiplex 7050
5. Manufacturer ID #	BR787X2
5. Oracle Asset #	226107
5. Condition of Assets	Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5128252452
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kathleen Pokluda 10/18/2022 2:08 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Asset(s) delivered to warehouse on:	10/25/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f|membership|dwhite@wilco.org - 06-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Optiplex 7050
1. Manufacturer ID #:	830RBM2
1. Oracle Asset #:	204759
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Optiplex 7050
2. Manufacturer ID #:	836MBM2
2. Oracle Asset #:	204725
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Optiplex 7050
3. Manufacturer ID #:	83YSBM2
3. Oracle Asset #:	204726
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Optiplex 7050
4. Manufacturer ID #:	83NNBM2
4. Oracle Asset #:	204730
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Optiplex 7050
5. Manufacturer ID #	834SBM2
5. Oracle Asset #	204735
5. Condition of Assets	Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5128252452
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kathleen Pokluda 10/18/2022 2:09 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Asset(s) delivered to warehouse on:	10/25/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f|membership|dwhite@wilco.org - 06-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	56
1. Description:	tactical vests
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	88
2. Description:	duty gear (asst)
2. Condition of Assets:	Non-Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	5128252452
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kathleen Pokluda 10/18/2022 2:00 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Asset(s) delivered to warehouse on:	10/25/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Title:	i:0#.f|membership|dwhite@wilco.org - 06-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Optiplex 7050
1. Manufacturer ID #:	3060DDZ
1. Oracle Asset #:	159460
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	27
2. Description:	Dell Monitors
2. Condition of Assets:	Working
3. Quantity (Mandatory):	15
3. Description:	Dell Keyboards
3. Condition of Assets:	Working
4. Quantity (Mandatory):	6
4. Description:	Dell Mouse
4. Condition of Assets:	Working
Transferring Dept.:	Corrections
Transferring Dept. Contact Person	Danielle White
Transferring Dept. Contact Ph#:	5128252452
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kathleen Pokluda 10/18/2022 2:03 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555
Asset(s) delivered to warehouse on:	10/25/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 02-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	10
1. Description:	multiple cubicle walls and attachments
1. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	512-943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Stephanie Lloyd 11/2/2022 12:37 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 03-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell 5130cdn color printer
1. Manufacturer ID #:	Service Tag: DDTS3M1
1. Oracle Asset #:	55502
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	2
2. Description:	metal filing cabinet
2. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	512-943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 11/3/2022 7:39 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 21-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell 5330dn printer
1. Manufacturer ID #:	F48DQM1
1. Oracle Asset #:	55485
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Dell 5330dn printer
2. Manufacturer ID #:	8HKZDG1
2. Oracle Asset #:	55487
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	2
3. Description:	metal filing cabinets
3. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	512-943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Stephanie Lloyd 11/21/2022 2:34 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kknightstep@wilco.org - 17-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic KV-S1045C scanner
1. Manufacturer ID #:	B4135RF2622
1. Oracle Asset #:	113256
1. Condition of Assets:	Working
Transferring Dept.:	County Auditor
Transferring Dept. Contact Person	Karen Knightstep
Transferring Dept. Contact Ph#:	512-943-1563
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Kiley 11/17/2022 3:54 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 04-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	PHILIPS HEART START AED FR2+
1. Manufacturer ID #:	0302057982 WILCO # 9681
1. Oracle Asset #:	37463
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	PHILIPS HEART START AED FR2+
2. Manufacturer ID #:	0503092714
2. Oracle Asset #:	37827
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	PHILIPS HEART START AED FRX
3. Manufacturer ID #:	B10K-00205
3. Oracle Asset #:	55550
3. Condition of Assets:	Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker
Transferring Dept. Contact Ph#:	512-943-1264
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Mike Knipstein 11/4/2022 2:07 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|pamela.lovelace@wilco.org - 02-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Grey 4 drawer filing cabinet
1. Manufacturer ID #:	No serial number
1. Condition of Assets:	Working
Transferring Dept.:	Extension Service
Transferring Dept. Contact Person	Pamela Lovelace
Transferring Dept. Contact Ph#:	512-943-3395
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Katherine Whitney 11/8/2022 4:48 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Title:	i:0#.f|membership|rick.zuazua@wilco.org - 13-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	350 feet of rope
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	400 feet of rope
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	500 feet of rope
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Misc sizes of accesory rope and webbing
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Swift Water gear
5. Condition of Assets	Unknown
Transferring Dept.:	HazMat
Transferring Dept. Contact Person	Rick ZuaZua
Transferring Dept. Contact Ph#:	5129433697
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Hank Jones 10/13/2022 3:14 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555
Asset(s) delivered to warehouse on:	10/26/2022
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 19-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5590
1. Manufacturer ID #:	HX51RQ2
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude E5550
2. Manufacturer ID #:	47TTS32
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude E6540
3. Manufacturer ID #:	6JG3K12
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude 5590
4. Manufacturer ID #:	2361RQ2
4. Condition of Assets:	Non-Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 10/19/2022 3:24 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|stacy.schweitzer@wilco.org - 19-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 790
1. Manufacturer ID #:	6KG2WV1
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 9020
2. Manufacturer ID #:	DYPZ082
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Optiplex 9020
3. Manufacturer ID #:	CBSJ082
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude E6540
4. Manufacturer ID #:	BHG3K12
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	Dell Latitude 5590
5. Manufacturer ID #	8482RQ2
5. Condition of Assets	Non-Working
Transferring Dept.:	Health District - State Purchased
Transferring Dept. Contact Person	Stacy Schweitzer
Transferring Dept. Contact Ph#:	512-635-6026
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Michelle Broddrick 10/19/2022 3:21 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 01-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Vizio E55-E2 TV -0 Wilci# 3990
1. Manufacturer ID #:	LWZ2VIAT2804565
1. Oracle Asset #:	196674
1. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 11/1/2022 2:11 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 01-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E5540 - Wilco #8200
1. Manufacturer ID #:	8G7NK12
1. Oracle Asset #:	116290
1. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 11/1/2022 12:04 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|geneva.salazar@wilco.org - 24-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Dell laptop bags
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	dell computer stand/keyboard stand
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	1 pair of Dell Speakers
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	5
5. Description	Variety Keyboards
5. Condition of Assets	Unknown
Transferring Dept.:	Justice of the Peace 1
Transferring Dept. Contact Person	Geneva P. Salazar
Transferring Dept. Contact Ph#:	GENEVA.SALAZAR@WILCO
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Geneva P. Salazar 10/24/2022 2:04 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|bbonner@wilco.org - 08-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Laptop Dell Computer E7440, Windows 7
1. Manufacturer ID #:	4ZBRN12
1. Oracle Asset #:	114274
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Laptop Latitude 5521
2. Manufacturer ID #:	F53XSG3
2. Oracle Asset #:	277864
2. Condition of Assets:	Unknown
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Benita Bonner
Transferring Dept. Contact Ph#:	bbonner@wilco.org
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Benita Bonner 11/8/2022 12:41 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kgeer@wilco.org - 17-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Description:	Misc. Scrap Metal (Panels, Gates, Poles)
1. Manufacturer ID #:	NA
1. Condition of Assets:	Unknown
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Jason Brown
Transferring Dept. Contact Ph#:	512-944-4118
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Keith Geer 11/17/2022 11:40 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Title:	i:0#.f|membership|jamie.carrillo@wilco.org - 04-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Box of misc computer accessories-mice, cords, docks, power surges
1. Manufacturer ID #:	not applicable
1. Condition of Assets:	Unknown
Transferring Dept.:	Pre-Trial Services
Transferring Dept. Contact Person	Jamie Carrillo
Transferring Dept. Contact Ph#:	5129431496
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Jamie Carrillo 11/4/2022 11:22 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Title:	i:0#.f|membership|jamie.carrillo@wilco.org - 04-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Laptop - Latitude E5470 and power cord
1. Manufacturer ID #:	22TVQ72
1. Oracle Asset #:	157388
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Laptop - Latitude E5470 and power cord
2. Manufacturer ID #:	56F4RC2
2. Oracle Asset #:	175574
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell Laptop - Latitude 5289 Ultrabook and power cord
3. Manufacturer ID #:	DP29BH2
3. Oracle Asset #:	193710
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Optiplex 7050
4. Manufacturer ID #:	42T56Q2
4. Oracle Asset #:	211967
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Microsoft Wireless keyboard
5. Manufacturer ID #	serial number 0923400044326
5. Condition of Assets	Unknown
Transferring Dept.:	Pre-Trial Services
Transferring Dept. Contact Person	Jamie Carrillo
Transferring Dept. Contact Ph#:	5129431496

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Jamie Carrillo 11/4/2022 10:50 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Title:	i:0#.f|membership|pswisher@wilco.org - 24-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Johnson 40-6935 Electronic Digital Theodolite
1. Manufacturer ID #:	Asset 130307 / s/n - N/A
1. Oracle Asset #:	130307
1. Condition of Assets:	Unknown
Transferring Dept.:	RCS
Transferring Dept. Contact Person	Paul Swisher
Transferring Dept. Contact Ph#:	5129433695
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Richard Semple 10/24/2022 9:41 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mjohnson@wilco.org - 28-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Designjet T930
1. Manufacturer ID #:	CN5AG1H02T
1. Oracle Asset #:	150409
1. Condition of Assets:	Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Mary Johnson
Transferring Dept. Contact Ph#:	512-943-1313
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Pat Erickson 10/28/2022 10:32 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022

Asset Status Change

Title:	i:0#.f|membership|yolie.borjon@wilco.org - 10-11-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Computer Monitor
1. Manufacturer ID #:	080624L1302633
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Computer Monitor
2. Manufacturer ID #:	MX-02N6NN-4262-17K-11CU
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Computer Mpnitor
3. Manufacturer ID #:	110920L0100067
3. Condition of Assets:	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Yolie Borjon
Transferring Dept. Contact Ph#:	512-943-5228
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Yolie Borjon 11/10/2022 1:35 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/6/2022
Agenda Item:	30555

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|vedwards@wilco.org - 27-10-2022
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Desk
1. Condition of Assets:	Working
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Vicky Edwards
Transferring Dept. Contact Ph#:	512-943-3362
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Robert B. Daigh 10/27/2022 9:57 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	12/6/2022

Commissioners Court - Regular Session **11.**

Meeting Date: 12/06/2022

Justice of The Peace 1 October 2022 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, October 2022 Monthly Report, in compliance with Code of Crim Proc.§103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

OCTOBER_2022_EOM_REPORT_JP1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/30/2022 09:37 AM
Form Started By: Geneva Salazar		Started On: 11/29/2022 03:01 PM
Final Approval Date: 11/30/2022		

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 October, 2022.

KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 22 **day of** November **2022 to certify which witness my hand and seal of office.**

GENEVA P. SALAZAR
Notary Public, State of Texas
Comm. Expires 03-14-2024
Notary ID 124621105

NOTARY PUBLIC
in and for the State of Texas

CRIMINAL SECTION

Court JP1	Traffic Misdemeanors			Non-Traffic Misdemeanors		
Month October Year 2022	Non-Parking	Parking	County Ordinance	Penal Code	Other State Law	County Ordinance
1. Total Cases Pending First of Month:	2215	44	0	102	95	6
a. Active Cases	1921	44	0	101	77	6
b. Inactive Cases	294	0	0	1	18	0
2. New Cases Filed	117	6	0	3	3	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)*	2039	50	0	104	80	6
6. Dispositions Prior to Court Appearance or Trial:						
a. Uncontested Dispositions *(Disposed without appearance before a judge (CCP Art. 27.14))*	73	0	0	1	5	0
b. Dismissed by Prosecution	2	2	0	2	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	2	0	0	0	0	0
8. Compliance Dismissals:						
a. After Driver Safety Course *(CCP, Art. 45.0511)*	10					
b. After Deferred Disposition *(CCP, Art. 45.051)*	9	0	0	0	0	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)*	0					
g. All Other Transportation Code Dismissals	6	0	0	0	0	0
9. All Other Dispositions	1	0	0	0	0	0
10. Total Cases Disposed	103	2	0	3	5	0
11. Cases Placed on Inactive Status	9	0	0	2	0	0
12. Total Cases Pending End of Month:	2229	48	0	102	93	6
a. Active Cases *(Equals Line 5 minus the sum of Lines 10 & 11)*	1927	48	0	99	75	6
b. Inactive Cases *(Equals Line 1b minus Line 3 plus Line 11)*	302	0	0	3	18	0
13. Show Cause Hearings Held	73	2	0	3	6	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 October Year 2022	Debt Claim	Landlord/Tenant	Small Claims
1. Total Cases Pending First of Month:	1103	166	248
a. Active Cases	1102	166	248
b. Inactive Cases	1	0	0
2. New Cases Filed	150	155	29
3. Cases Reactivated	0	0	0
4. All Other Cases Added	0	1	0
5. Total Cases on Docket *(Sum of Lines 1a, 2, 3 & 4)*	1252	322	277
DISPOSITIONS			
6. Default Judgments	23	17	4
7. Agreed Judgments	5	0	0
8. Trial/Hearing by Judge/Hearing Officer	5	86	3
9. Trial by Jury	0	0	0
10. Dismissed for Want of Prosecution	1	4	1
11. Non-suited or Dismissed by Plaintiff	54	71	8
12. All Other Dispositions	0	0	0
13. Total Cases Disposed *(Sum of Lines 6 through 12)*	88	178	16
14. Cases Placed on Inactive Status	0	0	0
15. Total Cases Pending End of Month:	1165	144	261
a. Active Cases *(Equals Line 5 minus the sum of Lines 13 & 14)*	1164	144	261
b. Inactive Cases *(Equals Line 1b minus Line 3 plus Line 14)*	1	0	0
16. Cases Appealed:			
a. After Trial	0	7	0
b. Without Trial	0	1	0

JUVENILE/MINOR ACTIVITY

Court JP1	
Month October **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))*	4
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)*	2

ADDITIONAL ACTIVITY

Court JP1	NUMBER GIVEN	NUMBER REQUESTS FOR COUNSEL
Month October Year 2022		
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		11
b. Class A and B Misdemeanors		0
c. Felonies		2
3. Capiases Pro Fine Issued		18
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		14
16. Cases in Which Fine and Court Costs Satisfied by Community Service: a. Partial Satisfaction		1
b. Full Satisfaction		0
17. Cases in Which Fine and Court Costs Satisfied by Jail Credit		2
18. Cases in Which Fine and Court Costs Waived for Indigency		1
19. Amount of Fines and Court Costs Waived for Indigency		$54
20. Fines, Court Costs and Other Amounts Collected: a. Kept by County		$47960
b. Remitted to State		$8210
c. Total		$56170

Payment Report - Transaction/Adjustment Detail

Transaction Date: **10/01/2022 - 10/31/2022** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**58,628.00**	**58,628.00**
Total Adjustments Impacting Payments		**(1,859.00)**	**(1,859.00)**
Final Fee Code Totals		**56,769.00**	**56,769.00**
Tender Method Summary			
Tender Types	Cash	6,526.10	6,526.10
	Check	3,750.00	3,750.00
	Credit Card	16,474.40	16,474.40
	E-File Credit Card	29,597.50	29,597.50
	Money Order	1,177.00	1,177.00
	Over-the-counter Credit Card	1,103.00	1,103.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **10/01/2022 - 10/31/2022** 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	99.30
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	36.00
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	9,711.37
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	21,570.00
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-1-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	70.00
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	37.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	310.88
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	12,171.65
01-0100-0000-362021 - COURT TRANSACTION FEES	L-004-1-01-0100-0000-362021: 01-0100-0000-362021 - COURT TRANSACTION FEES	8.00
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	1,020.00
01-0100-0000-370500 - Miscellaneous Revenue	L-004-1-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	12.90
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-001-9999999999999: Liability Place Holder	1,119.44
	0100 - General Fund Total:	**46,166.54**
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	24.60
	0360 - Courthouse Security Fund Total:	**24.60**
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	8.20
	0361 - JP Security Fund Total:	**8.20**
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	72.99
	0365 - Child Safety Fund Total:	**72.99**
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	1,700.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,700.00**
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	32.80
	0372 - Justice Court Technology Fund Total:	**32.80**

Payment Report - G/L and Fund Summary

Transaction Date: **10/01/2022 - 10/31/2022** 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	41.00
	0373 - JP-1 Truancy Program Fund Total:	**41.00**
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-1-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	0.00
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	16.40
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	328.05
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)	4,957.52
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	567.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	32.80
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	49.20
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-1-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	0.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	101.71
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	0.52
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-1-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	60.00
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	1,913.32
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	16.40
01-0399-0000-208720 - SEATBELT FINES	L-004-1-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	73.45
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-1-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	0.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-1-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	106.50
	0399 - State Agency Fund Total:	**8,222.87**
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:	**56,769.00**

Payment Report - Fee Code Summary

Transaction Date: **10/01/2022 - 10/31/2022** 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
2020AFAPD	Arrest Fee - Austin PD 102.011(a)(1), 102.011(e)	10.00	2	0.00	0	0.00	0	10.00	2
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	42.00	12	0.00	0	(5.00)	1	37.00	13
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	101.71	23	0.00	0	0.00	0	101.71	23
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	263.69	54	0.00	0	(20.00)	4	243.69	58
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	5,267.52	92	0.00	0	(310.00)	5	4,957.52	97
2020CDF	Compliance Dismissal Fine	60.00	6	0.00	0	0.00	0	60.00	6
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	106.29	11	0.00	0	(20.00)	2	86.29	13
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,189.44	92	0.00	0	(70.00)	5	1,119.44	97
2020LTF	Local Traffic Fine (TC 542.403)	117.19	42	0.00	0	(9.00)	3	108.19	45
2020STF	State Traffic Fine (TC 542.4031)	1,953.29	42	0.00	0	(150.00)	3	1,803.29	45
2020TPF	Time Payment Fee CCP 102.030	340.88	28	0.00	0	(30.00)	2	310.88	30
ADMIN	Administration Fee [CCP 102.072]	8.00	4	0.00	0	0.00	0	8.00	4
AFRPD	Arrest Fee - Round Rock PD (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	41.00	9	0.00	0	(5.00)	1	36.00	10
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]	368.05	10	0.00	0	(40.00)	1	328.05	11
CCFF	Counter/Cross Claim Filing Fee	25.00	1	0.00	0	(25.00)	1	0.00	2
CCOP	Civil Copies	3.00	3	0.00	0	0.00	0	3.00	3
CERT	Certified Copy	4.00	2	0.00	0	(2.00)	1	2.00	3
CFINE	County Fine	12,442.65	89	0.00	0	(271.00)	5	12,171.65	94
CHS	Courthouse Security Fee (CCP 102.017)	27.60	10	0.00	0	(3.00)	1	24.60	11
CHSJC	JP Security Fee (CCP 102.017)	9.20	10	0.00	0	(1.00)	1	8.20	11
COLLFEE	Collection Agency Fee	99.30	1	0.00	0	0.00	0	99.30	1
CONT1	Constable Service Fee Pct #1	15,330.00	166	0.00	0	(210.00)	3	15,120.00	169
CONT4	Constable Service Fee Pct #4	70.00	1	0.00	0	0.00	0	70.00	1
CSSF	Child Safety School Fee (CCP 102.014(c))	97.99	6	0.00	0	(25.00)	1	72.99	7
DDF	Deferred Disposition Fee	428.00	8	0.00	0	(52.00)	1	376.00	9
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	10.00	1	0.00	0	(7.90)	1	2.10	2
EFF	Electronic Filing Fee	10.00	1	0.00	0	(10.00)	1	0.00	2

Payment Report - Fee Code Summary

Transaction Date: **10/01/2022 - 10/31/2022** 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
FNTC1	Child Safety Seat Fine Trauma Center	73.45	1	0.00	0	0.00	0	73.45	1
IDF	Indigent Defense Fee (LGC 133.107)	18.40	10	0.00	0	(2.00)	1	16.40	11
ISF	Indigent Legal Services Fee	6.00	1	0.00	0	(6.00)	1	0.00	2
JCTF	Judicial/Court Training Fee Due to State	5.00	1	0.00	0	(5.00)	1	0.00	2
JCTF	Justice Court Technology Fee (CCP 102.0173)	36.80	10	0.00	0	(4.00)	1	32.80	11
JFR	Jury Reimbursement Fee (CCP 102.0045)	36.80	10	0.00	0	(4.00)	1	32.80	11
JTP	Juvenile Truancy Program (CCP 102.0174)	46.00	10	0.00	0	(5.00)	1	41.00	11
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	9.20	10	0.00	0	(1.00)	1	8.20	11
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	9.20	10	0.00	0	(1.00)	1	8.20	11
JURY	Jury Fee	44.00	2	0.00	0	(22.00)	1	22.00	3
JUSFC	Judicial Support Fund - County (LGC 133.105)	5.52	10	0.00	0	(0.60)	1	4.92	11
JUSFS	Judicial Support Fund - State (LGC 133.105)	49.68	10	0.00	0	(5.40)	1	44.28	11
LT10	Overpayments < $10	12.90	2	0.00	0	0.00	0	12.90	2
MISCOP	Miscellaneous Copy Fees	38.50	4	0.00	0	0.00	0	38.50	4
MVF	Moving Violation Fee (CCP 102.022)	0.62	7	0.00	0	(0.10)	1	0.52	8
OPAY	Over Payments > $10	27.00	1	0.00	0	0.00	0	27.00	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,720.00	345	0.00	0	(20.00)	4	1,700.00	349
SB41JCSF	Justice Court Support Fund	8,600.00	345	0.00	0	(100.00)	4	8,500.00	349
SB41LAF	Language Access Fund - LGC 135.155	1,032.00	345	0.00	0	(12.00)	4	1,020.00	349
SB41SCF	State Consolidated Fee	609.00	31	0.00	0	(42.00)	2	567.00	33
SFMCWV	State Fine - Motor Carrier Weight Violation	106.50	2	0.00	0	0.00	0	106.50	2
STF	State Traffic Fee (TC 542.4031)	60.00	2	0.00	0	0.00	0	60.00	2
STFS	State Traffic Fine Due To State (HB2048)	160.03	4	0.00	0	(50.00)	1	110.03	5
UFA	Uniform Traffic Act (TC 542.403)	15.60	6	0.00	0	(3.00)	1	12.60	7
WPOSS	Writ of Possession	225.00	47	5.00	1	(15.00)	3	215.00	51
WSF1	JP1 - Writ Service Fee	6,750.00	47	150.00	1	(450.00)	3	6,450.00	51

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	58,628.00	2,001	155.00	2	(2,014.00)	77	56,769.00	2,080

Commissioners Court - Regular Session **12.**

Meeting Date: 12/06/2022

Cancel Court January 3 2023

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, January 3, 2023.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	11/29/2022 09:53 AM
Form Started By: Becky Pruitt		Started On: 11/23/2022 12:24 PM
Final Approval Date: 11/29/2022		

Commissioners Court - Regular Session **13.**

Meeting Date: 12/06/2022

Mullen Eng Ag

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action approving and ratifying the engagement of the law firm of Mullen Coughlin LLC to represent Williamson County in relation to investigating, providing legal advice and otherwise assisting with response to potential data security incidents; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mullen Coughlin Engagement Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/29/2022 10:12 AM
Form Started By: Hal Hawes		Started On: 11/22/2022 03:28 PM
Final Approval Date: 11/29/2022		

John F. Mullen
Office: 267-930-4791
Fax: 267-930-4771
Email: jmullen@mullen.law

426 W. Lancaster Avenue, Suite 200
Devon, PA 19333

November 17, 2022

VIA ELECTRONIC MAIL

Richard Semple
IT Manager
Williamson County, TX
100 Wilco Way, Ste. HR101
Georgetown, TX 78628
E-mail: rsemple@wilco.org

Re: Williamson County, TX - Engagement

Dear Richard Semple:

Thank you for your interest in retaining Mullen Coughlin LLC as your attorneys. The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Mullen Coughlin LLC ("Mullen Coughlin" or "the Firm") and Williamson County, TX ("You"); 2) define the scope of the Firm's representation of You; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This correspondence may be referred to as "Engagement Letter" or the "Agreement."

The Insurance Policy provided through Travelers provides that, among other things, You may be responsible for a Self-Insured Retention ("SIR").

Please read the Engagement Letter with care. By executing this Engagement Letter, You are entering into a contract that is binding on both the Firm and You, on the following terms and conditions.

1. PARTIES TO ENGAGEMENT LETTER

The parties to the Agreement are Mullen Coughlin and You. No other person or entity shall be entitled to claim an attorney-client relationship with the Firm with respect to the legal services to be provided pursuant to the Engagement Letter.

2. INCEPTION OF ATTORNEY CLIENT RELATIONSHIP

The information that was shared with us during our initial period of consultation with You was shared within a representation limited to the topics necessary to be explored up to this point. That attorney-client relationship was finite. It will not continue to exist, and Mullen Coughlin will not be obligated to provide legal services described in Schedule A, until You have returned a signed copy of this Agreement and paid any initial retainer called for under Section 8.

3. SCOPE OF REPRESENTATION: SCHEDULE A

Mullen Coughlin will perform only those legal services set forth in the Scope of Representation attached as Schedule A. You agree that you have no expectation that the Firm will provide legal services beyond those set forth in Schedule A, unless Mullen Coughlin and You amend the Engagement Letter in writing or execute a separate agreement with respect to any such additional legal services.

You are generally required by law to retain documents, including electronically stored information ("ESI"), which may be relevant to the matter which is the subject of the representation. Preservation of documents including ESI is Your responsibility, and it is important that You take all necessary and reasonable steps to preserve this information. The Firm is available to discuss the scope of Your obligations and to provide advice or recommendations in this regard. Nothing in this paragraph shall in any way limit Your obligation to pay for, or the Firm's right to, receive payment for any services provided by the Firm at Your request.

4. DUTIES OF CLIENT/YOU

You agree to provide Mullen Coughlin with complete and accurate information and documents, cooperate, keep us informed of relevant developments, abide by this Agreement, and pay our statements on time. In addition, You will advise us of any changes to Your address and telephone number.

5. LEGAL FEES

We will charge You for the services provided pursuant to the Agreement based on the amount of time (including travel) we devote to the matter at the hourly rates for the particular professionals involved as are set forth in Schedule B. These rates were previously agreed to for work under your insurance policy with Travelers. We bill in minimum units of 6 minutes, or .1 hour. We reserve the right to reasonable annual rate increases, subject to Your consent, which shall not be unreasonably withheld. We reserve the right to staff the handling of the matter with the partners, associates, paralegals and/or other personnel of our choice, at the rate we establish for each such timekeeper, although we will discuss the staffing of Your matter with You at any time and consider Your input in the staffing of the matter.

6. COSTS, EXPENSES AND OTHER CHARGES

a. COSTS AND EXPENSES: SCHEDULE B

We will incur on Your behalf various costs and expenses in performing legal services under the Agreement. You agree to pay for those costs and expenses in addition to the hourly fees. Schedule B, attached, includes a non-exhaustive list of costs we may incur on Your behalf.

b. OUTSIDE CONSULTANTS/OTHER VENDORS

In addition to the costs of the type set forth in Schedule B, it may become necessary to hire persons or entities outside Mullen Coughlin, including but not limited to consultants, forensics and other experts, investigators, or other professional service providers. We will select any consultants or investigators to be hired after notice to and consultation with You, and You agree to honor the terms and conditions of any agreement with any such outside person or entity that we enter into on Your behalf and with your consent.

c. REIMBURSEMENT OR DIRECT PAY

We reserve the right in our sole discretion to either pay directly any of the costs incurred such as those set forth in Schedule B, and/or for outside consultants or other vendors, or to ask You to pay any such expense directly. If we exercise our right to require You to pay an outside vendor invoice directly, and You fail to do so, You agree to defend and indemnify the Firm with respect to any claims, demands or suit brought against the Firm as a result of Your failure to pay such invoice. Payment directly by the Firm of any such expense shall not be construed as a waiver of our right to require You in the future to pay any similar expense directly.

7. PERIODIC STATEMENTS AND BILLING TERMS

Our practice is to send periodic statements for services rendered and for costs incurred during the previous month or months. The detail in the periodic statement will inform You of both the nature and progress of work and of the fees and costs being incurred.

Our fee structure is based upon Your promise to pay all statements no later than 30 days after receipt.

We do our best to see that our clients are satisfied not only with our services, but also with the reasonableness of the fees and costs. Therefore, while we urge You to raise any question about or objection to a fee statement, You must do so promptly. Such inquiry shall be timely only if made, in writing, within thirty (30) days after the date of the invoice. In the absence of a timely written inquiry, You will be deemed to have accepted the invoice and to have acknowledged that You are satisfied with it, in the absence of good cause for not having objected more timely.

In the event You fail to pay any invoice within thirty (30) days of the statement date, You agree to pay interest at the maximum rate allowed by law on the amount of such invoice, from the statement date until paid in full. If we accept late payment of any invoice without interest, we shall not be deemed to have waived any claim in the future for interest on other invoices. If You timely object in writing to a portion of a statement, You agree to pay the remainder of the statement which is not in dispute. We agree to accept such partial payment without claiming You have waived Your right to contest the unpaid portion of the bill.

Failure to pay the undisputed amount of any invoice in full within 30 days shall constitute grounds for termination of this Engagement Letter and withdrawal of the Firm from representation, as more fully discussed in Section 10.

8. RETAINER: SECURITY AND ADVANCE PAYMENT OF FINAL INVOICE

We are not requesting any retainer at this time, but we reserve the right, within the bounds of our ethical and legal duties, to cease work and request a retainer at any time for reasons such as, but not limited to, failure to pay Firm invoices and exhaustion of insurance policy limits.

The retainer is: 1) a sum to be held as security for the Firm with respect to Your obligations to pay the fees and costs incurred by the Firm pursuant to the Engagement Letter; and 2) an advance payment to be applied to the Firm's final invoice in this matter. We expect that You will live up to the terms and conditions of the Engagement Letter in full, in which case the full amount of the remaining retainer will be applied against the final invoice and any excess returned to You. However, should You become delinquent on the payment of any statement, we may in our discretion apply the retainer to the payment of that statement. In that event, You shall immediately restore the retainer to its full amount upon our request. Failure to deliver or restore the retainer upon our request shall constitute grounds for termination of this Engagement Letter and withdrawal from representation, as more fully discussed in Section 10.

We also reserve the right to require, and You agree to provide, increases to the retainer should the time and expense required to carry out the representation contemplated by this Engagement Letter increase beyond that reasonably anticipated at the beginning of the engagement. In the event that our representation of You encompasses litigation, we reserve the right to increase the retainer, based on estimated time and costs, in the event that we must engage in trial preparation or trial.

9. TERMINATION OF THE FIRM BY YOU

You shall have the right to terminate this Engagement Letter and discharge the Firm at any time. However, to be effective, termination or discharge of the Firm must be in writing. In such event, You authorize the Firm to make and retain a duplicate of Your file.

You shall bear all reasonable costs of transferring the new matter to counsel chosen by You.

The attorney/client relationship between the Firm and You shall end upon discharge of the Firm by You pursuant to this paragraph. However, such discharge shall not relieve You of any obligation to pay fees and costs incurred prior to the discharge, as well as any fees and costs expended after the discharge to the extent reasonably required in the Firm's sole discretion to protect Your interests prior to the discharge or in the event of litigation, until a court order is entered permitting the Firm to withdraw.

10. WITHDRAWAL FROM REPRESENTATION BY THE FIRM

The Firm shall be permitted to withdraw from representation whenever required or permitted to do so by law. In addition, the Firm may withdraw as counsel at any time if withdrawal can be accomplished without material adverse effects on the interests of You, or if: 1) You persist in a course of action involving a lawyer's services that the lawyer reasonably believes to be criminal or fraudulent; 2) You have used the lawyer's services to perpetrate a crime or fraud; 3) You insist upon pursuing an objective that the lawyer considers repugnant or imprudent; 4) You fail substantially to fulfill an obligation to Mullen Coughlin regarding the Firm's services (including, but not limited to, Your financial obligations under this Engagement Letter) after reasonable warning from the lawyer that the lawyer will withdraw unless the obligation is fulfilled; 5) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by You; or 6) where other good cause for withdrawal exists.

11. DOCUMENT STORAGE POLICY

On termination of a matter, the Firm will maintain file documents for 6 years, or any alternate period as determined by the Commonwealth of Pennsylvania. Upon termination of the matter, You have the right to take possession of the file. If You choose to take possession of the file, the firm may copy all or any part of the file. If You choose not to take possession of the file, the firm will retain the file pursuant to its document storage policy stated above.

12. NO PROMISES OR GUARANTEES

You understand that Mullen Coughlin has made no representation or guarantee concerning the outcome of the matter set forth in the attached Schedule A.

13. RIGHT TO SEPARATE COUNSEL

You acknowledge having had the opportunity to seek the advice of separate counsel with respect to this Agreement.

14. LEGAL MALPRACTICE INSURANCE

As of the date of this letter, Mullen Coughlin has errors and omissions (legal malpractice) insurance applicable to the services to be rendered pursuant to this Agreement, subject to any applicable deductible or self-insured retention.

15. MODIFICATION IN WRITING ONLY

No change to this Agreement shall be effective unless and until confirmed in writing and signed and acknowledged by the Firm and You making express reference to this Agreement. This Engagement Letter embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or other agreements, either oral or written, between the Firm and You.

16. COUNTERPARTS AND FACSIMILES EFFECTIVE

This Agreement may be signed in counterpart. Facsimile or imaged signature pages executed by the Firm or You shall be effective as original signatures.

Thank You for choosing Mullen Coughlin as Your counsel with respect to the matter set forth in Schedule A.

We look forward to working with You and thank You once again for the opportunity to serve You, upon execution of this Engagement Letter.

Dated: November 21, 2022

Accepted and agreed to:

By: Bill Gravell Jr.
Bill Gravell (Nov 21, 2022 16:46 CST)

Name: Bill Gravell, Jr

Title: County Judge

Company: Williamson County

Address: 710 S. Main Street
Georgetown, TX 78626

Phone: 512-943-1550

Fax:

E-mail:

Very truly yours,

John F. Mullen of
MULLEN COUGHLIN LLC

JFM:aml

SCHEDULE "A":

SCOPE OF REPRESENTATION

Williamson County, TX

Investigate, provide legal advice and otherwise assist with response to potential data security incidents.

***

SCHEDULE "B":

RATE SCHEDULE AND COST/EXPENSE ITEMS SCHEDULE

A. Identification

Client(s): Williamson County, TX

Matter: Williamson County, TX — Privacy Event

B. Hourly rates for legal personnel

$325 Partner

$325 Associate

$135 Paralegal

C. Standard charges

We charge for our time in minimum units of .1 hours (6 minutes).

D. Costs and expenses incurred on Your behalf may include but are not limited to:

Travel expenses including e.g., lodging, airfare, taxis, public transportation, car rental, parking and meals	At cost
Deposition costs	At cost
Postage, messenger and other delivery fees	At cost
Mileage	At the Internal Revenue Service's business mileage reimbursement guidelines
Photocopying and other reproduction costs	In-house - $0.10 per page Outside service - At cost
After hours building services (when dictated)	At cost by special client need

Commissioners Court - Regular Session **14.**

Meeting Date: 12/06/2022

Stroz Friedberg Engagement

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action ratifying the acknowledgement and agreement of the engagement of Stroz Friedberg, LLC by the law firm of Mullen Coughlin LLC to assist with investigating and otherwise assisting with response to potential data security incidents.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Mullen Stroz Friedberg SOW

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/29/2022 10:16 AM
Form Started By: Hal Hawes		Started On: 11/22/2022 03:30 PM
Final Approval Date: 11/29/2022		

STROZ FRIEDBERG

PRIVILEGED AND CONFIDENTIAL

VIA EMAIL

November 17, 2022

Mr. John Mullen
Mullen Coughlin LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333

Dear Mr. Mullen,

Thank you for engaging Stroz Friedberg, LLC. This letter (the "**Agreement**") will serve to document the terms and conditions of the engagement.

Services

Mullen Coughlin LLC ("**Client**") has requested that Stroz Friedberg, LLC and its affiliates (collectively, "**Stroz Friedberg**") provide incident response consulting and technical services as described in the attached scope of work, **Exhibit A**, or as otherwise requested in writing by Client and Customer, on behalf of Williamson County, TX located at 100 Wilco Way, Ste. HR101 Georgetown, TX 78628 ("**Customer**"), which is Client's client, and Stroz Friedberg has agreed to provide these services (the "**Engagement**"). Customer agrees to pay Stroz Friedberg for all fees, disbursements and other charges incurred by Stroz Friedberg as part of the Engagement, in accordance with the terms set forth in this Agreement.

Fees

(a) Cyber Panel Rate. As Customer is a policyholder of **Travelers**, Stroz Friedberg charges at the discounted hourly rate of **$300** for any Customer-insured component of the incident response services. The total hourly costs for this Engagement will not exceed **$76,200** (exclusive of any expenses and applicable Transactional Taxes) without the prior written approval of Client or Customer, where writing includes email. Client or Customer understands that this not-to-exceed amount represents the scope of work mutually agreed in Exhibit A and that modifications to that scope of work may incur additional costs.

(b) General Rates. For any work that is not covered under the Cyber Panel Rate, Stroz Friedberg charges for the time devoted to the Engagement on an hourly fee basis, at the rates in effect when the work is performed. The current hourly rates are set forth as follows: Administrative Professionals: $110 - $275; Specialists, Analysts, and Associates: $150 - $360; Consultants: $275 - $565; Managers and Directors: $385 - $660; Vice Presidents and Managing Directors: $565 - $935; Executive Managing Directors, Executive Chairmen, and Chief Executive Officer: $935 - $1,250.

(c) Travel and Subcontractors. Rates as described in the foregoing paragraphs (a) and (b) of this section apply generally, as well as to travel. The use of subcontractors, if needed, will be charged at Stroz Friedberg's rates.

(d) Transactional Taxes. All fees are exclusive of any transactional taxes, including sales and use, value-added, goods and services, or any other taxes, fees or duties levied regarding any of the transactions covered by this Agreement ("**Transactional Taxes**"). Customer will pay all applicable Transactional Taxes that Stroz Friedberg is legally obligated to charge Customer. If Stroz Friedberg is assessed any Transactional Taxes because of a state or local audit, Customer shall reimburse Stroz Friedberg for any additional Transactional Taxes imposed on Stroz Friedberg upon audit, excluding any interest or penalty.

(e) Miscellaneous Charges. Stroz Friedberg may charge for other miscellaneous expenses, fees, and costs including, but not limited to, use of forensically-prepared thumb drives or hard drives (at $50 - $420 depending on size); other computer hardware and digital media; transportation, meals, and lodging; copies or printed

documents; overnight delivery charges; storage fees for original media provided to Stroz Friedberg, after thirty (30) days at rates up to $50 per month per item; credit check fees, and database searches. Stroz Friedberg reserves the right to pass on any reasonable legal fees and expenses that are incurred as the result of the Engagement but will notify Client before such fees and expenses are incurred.

(f) Invoices. Stroz Friedberg will send invoices directly to Customer as specified in the signature block, with a copy to Client. Invoices are due within forty-five (45) days of the invoice date. Customer shall notify Stroz Friedberg in writing of any disputed charges within these forty-five (45) days; otherwise Stroz Friedberg's invoices shall be deemed payable in full. Stroz Friedberg reserves the right to terminate its services at any time if Customer fails to pay Stroz Friedberg's invoices on time or fails to pay a requested refresher of a retainer. Any provided estimates of fees and expenses are only estimates and are not binding. Customer is solely responsible for payment of invoices.

Confidentiality

The purpose of the Engagement is to enable Client to render legal advice to Customer in anticipation of litigation, a regulatory inquiry, or an internal investigation; therefore, Stroz Friedberg's communications with Client and Customer, Stroz Friedberg's work product, and all information and data received from Client or Customer are covered by attorney-client privilege and/or attorney work product doctrine. Accordingly, Stroz Friedberg will maintain as confidential all information and data it receives from Client or Customer, derives therefrom, or otherwise has access to pursuant to an Engagement, as well as all work product created by Stroz Friedberg for an Engagement, and will not (to the extent legally permitted), disclose such files, information and data (the "**Confidential Information**") to any third party without Client's or Customer's prior written consent. Further, Stroz Friedberg shall (i) use Confidential Information solely for the purpose of performing its obligations hereunder with respect to an Engagement; (ii) restrict disclosure of the Confidential Information to employees, affiliates and its and their directors, officers, consultants, subcontractors and agents ("**Representatives**") who are under an agreement for the protection of confidentiality and only to the extent each has a need to know; (iii) advise those persons who access the Confidential Information of their obligations with respect thereto; (iv) copy the Confidential Information only as necessary for those persons who are entitled to receive it and ensure that all confidentiality notices are reproduced in full on such copies; and (v) not, without prior written approval from Client (where writing includes email), (a) engage any of its affiliates located outside the United State of America or Canada for the performance of services under this Agreement or (b) transfer any Confidential Information to its affiliates located outside the United States of America. Confidential Information does not include (1) information that has been or is, prior to the Engagement, in the public record, or is placed in the public record by Client or Customer after the Engagement begins; (2) indications of compromise (i.e., data, configurations, specifications, and other conditions that are identified as malware, vulnerabilities, anomalies, compromises, or potentially harmful conditions) identified by Stroz Friedberg, except that in Stroz Friedberg's use of the indications of compromise, Customer will not be identified in any manner whatsoever; or (3) facts necessary to set forth in proceedings for non-payment of invoices. If Stroz Friedberg encounters what it deems to be any child pornography on any computer media delivered to it in the course of the Engagement, Stroz Friedberg reserves the right to disclose such contraband to the appropriate authorities. Customer owns all right, title and interest in and to all Confidential Information and any copies made thereof, but not including know-how learned by Stroz Friedberg in the course of the Engagement.

Unless prohibited by law or regulation, in the event any governmental, private or other entity or person requests that Stroz Friedberg disclose Confidential Information, Stroz Friedberg will not disclose such data or information without written authorization from Customer. In such event, Stroz Friedberg shall (to the maximum extent allowed by applicable law) provide Customer legal counsel with prompt notice of such request, with sufficient notice such that Customer may seek a protective order or pursue other appropriate remedies to protect the confidentiality of such information. Stroz Friedberg agrees to cooperate with Customer, at Customer expense, in any effort to obtain such a protective order or remedy, and shall furnish only that portion of the information which is legally required to be furnished and, in consultation with Customer, to use all reasonable efforts to assure that the information is maintained in confidence by the party to whom it is furnished.

Data Protection and Privacy

Stroz Friedberg acknowledges that during the course of an Engagement it may come in contact with personally identifiable information relating to Customer's customers or other individuals ("**PII**"), including, but not limited to, payment card information. For the purpose of this Agreement, PII refers to information that is associated with a unique person, whether

or not that information contains a person's name or contact information. Among other things, a financial account number, without a name, is PII. Stroz Friedberg agrees to the following:

(a) Compliance with Applicable Law. For all purposes under this Agreement, Stroz Friedberg agrees to comply with all laws, regulations, and rules applicable to Stroz Friedberg's handling of PII.

(b) Information Security Program. Stroz Friedberg has implemented and agrees to maintain an information security program that is reasonable and appropriate and designed to meet the following objectives at least in accordance with industry standards: (i) protect the security and confidentiality of Confidential Information and PII; (ii) protect against any anticipated threats or hazards to the security or integrity of Confidential Information and PII; (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to Customer, or any third party owner of such Confidential Information or PII; and (iv) ensure the secure disposal of Confidential Information and PII. Among other things, Stroz Friedberg represents and warrants that its information security program includes the following elements:

1. Stroz Friedberg agrees to keep all of its systems and media that contain Confidential Information or PII secure, to prevent access by or disclosure to anyone other than Stroz Friedberg, its Representatives, Customer and/or Customer's authorized personnel.

2. Stroz Friedberg will encrypt PII consisting of financial account information, social security number, driver's license or non-driver identification card number, national identification card number (e.g., passport number), medical or health information, medical insurance information, passwords, biometrics and any other information that can be used for identity theft (including that which is not personally identifiable) with industry standard encryption levels at all times while in transit over a public network or wireless network or stored on a laptop or portable storage media.

3. Stroz Friedberg will prohibit employees, other personnel and agents from unnecessarily bringing, transporting or transmitting PII to their homes, personal computers, personal e-mail accounts, personal cloud accounts, personal devices or personal digital media unless as may be authorized by Stroz Friedberg in accordance with its approved internal security practices.

4. Stroz Friedberg agrees it will not disclose Confidential Information or PII to any third party except as allowed under this Agreement or applicable law.

5. Stroz Friedberg will not request or use Confidential Information or PII for any purpose other than to complete the work identified in the Agreement.

6. Stroz Friedberg agrees to cause its Representatives and any other party to whom it may provide access to or disclose Confidential Information or PII to implement appropriate measures designed to meet the objectives set forth in this Agreement.

7. Stroz Friedberg shall not knowingly permit any of its employees to have access to the premises, records or data of Customer when such employee is under the influence of illegal drugs. Stroz Friedberg will ensure Stroz Friedberg personnel and subcontractors, pass a criminal background check, as permitted by applicable law. The results of any such tests and checks shall be retained solely by Stroz Friedberg.

(c) Ownership and Disclosure of Customer Data. Notwithstanding any term to the contrary contained herein, with respect to any Customer original data images (e.g., forensic images, forensic evidence, forensically collected data and any other original data images) collected by Stroz Friedberg under this Agreement (collectively, the "**Customer Forensic Data**"), Customer shall own such Customer Forensic Data. For the avoidance of doubt, general indications of a compromised system (i.e., data, configurations, specifications, and other conditions that are identify malware, vulnerabilities, anomalies, compromises, or potentially harmful conditions within Customer information technology infrastructure – as opposed to specific identifiable data unique to Customer) identified by Stroz Friedberg during the course of performing the Engagement services are neither Confidential Information nor the property of either Customer or Stroz Friedberg, and may be freely used by either party.

(d) Data Breach Response. Stroz Friedberg shall advise Customer promptly, and to the extent commercially reasonable, within no more than five (5) days, in the event that it learns or has reason to believe that there has been unauthorized access to or acquisition or use of, or any security breach relating to or affecting, PII or Confidential Information that had been under the responsibility and control of Stroz Friedberg, its Representatives, or that any person under the control of Stroz Friedberg who has had access to PII or Confidential Information has violated or intends to violate the terms of this Agreement, and to the extent any such breach or unauthorized access is exclusively attributable to the actions of Stroz Friedberg or its Representatives, Stroz Friedberg shall (at its own expense if such incident affected PII or Confidential Information that had been under the responsibility and control of Stroz Friedberg or its Representatives) reasonably cooperate with Customer in investigating and responding to the foregoing, notifying customers or other affected entities as required by law or by the payment card institutions, and seeking injunctive or other equitable relief against any such person or persons who have violated or attempted to violate the security of such information. In the event that applicable law requires that affected persons be notified of a security incident involving PII, Customer shall have the discretion of determining whether such notice shall come from Customer or Stroz Friedberg. In any event, the content, timing and other details of such notice shall be subject to Customer's reasonable approval, which shall not be withheld or unreasonably delayed.

Authority to Access Data and Indemnification

Customer authorizes Stroz Friedberg to access the data related to this Engagement and represents that such access does not violate any applicable law or treaty to the best of its knowledge. In addition, each party will comply with the Data Processing Agreement attached hereto as **Exhibit B**. Customer agrees to hold harmless and indemnify Stroz Friedberg, including its officers, employees, and agents against all third-party claims, damages and costs including attorneys' fees and disbursements arising from the Engagement, except for actions by Stroz Friedberg, its officers, employees, and agents that constitute willful misconduct or gross negligence.

Limitation of Liability and Damages

Because digital equipment/data/media are fragile and may be damaged, infected, or corrupted prior to the time Stroz Friedberg receives them, Stroz Friedberg for itself and its officers, employees, or agents will not assume responsibility for damage that may occur to Customer's equipment/data/media prior to or during Stroz Friedberg's efforts to complete the Engagement unless the damage is the result of Stroz Friedberg's willful misconduct or gross negligence. As such, Stroz Friedberg will not be liable for direct or indirect damages arising from harm that may occur to Customer's equipment/data/media. Any data, especially data restored from unknown sources, may contain viruses or other malware; therefore, Customer assumes responsibility to protect themselves with respect to the receipt of data from Stroz Friedberg or any other party and shall advise its agents and third-party recipients to take similar precautions. In no event shall Stroz Friedberg, its affiliates, or their respective officers, employees, or agents be liable for damages, under any theory, beyond three (3) times the amount paid to Stroz Friedberg under this Engagement.

Return of Client Materials

Promptly upon the written request from Customer or upon the completion of the Engagement (whichever comes first), Stroz Friedberg will return all Confidential Information (or any portion thereof designated by Customer), including all copies thereof to Customer or, after using reasonable attempts to do so, Stroz Friedberg is not able to return to Customer the Confidential Information provided, Stroz Friedberg reserves the right to destroy such Confidential Information pursuant to its then current destruction policy, except to the extent Stroz Friedberg must delay such return or destruction in order to comply with internal record retention policies or applicable law, in which case Stroz Friedberg shall nonetheless return or destroy any such PII at its option, and shall continue to protect the remaining Confidential Information in accordance with this Agreement. Stroz Friedberg also shall certify in writing that it has satisfied its obligations under this paragraph within ten (10) business days of a written request by Customer.

Conflicts

This Engagement pertains to a discrete matter and would not preclude Stroz Friedberg from rendering services to other clients adverse to Client or Customer on matters that are not specifically related to this Engagement, provided however, that (i) Stroz Friedberg will not disclose any Confidential Information of Client or Customer that is received, accessed or otherwise obtained from Client or Customer under this Agreement, and (ii) Stroz Friedberg will establish formal screening

procedures or "ethical walls" in situations where a conflict of interest could be perceived. Stroz Friedberg will not accept an assignment adverse to Client or Customer which is directly related to this Engagement

Force Majeure

No party shall be liable for any delay or non-performance under this Agreement caused by a force majeure event, including but not limited to, any acts of God, terrorism or threat of terrorism, wars, riots, extreme weather conditions, epidemics, delays in obtaining work permits or visas, communication breakdowns, or any other delays outside of the reasonable control of a party, whether similar or dissimilar to the foregoing list, provided that the affected party gives prompt notice in writing to the other parties of such force majeure event and in the event that Stroz Friedberg is the affected party, Stroz Friedberg acts in all respects in accordance with its business continuity plan and uses reasonable endeavors to resume performance of its obligations under this Agreement as soon as practicable. Any party not claiming relief under this clause may terminate this Agreement if such force majeure event continues and has continued for more than three (3) days. For the avoidance of doubt, Customer is not excused from paying Stroz Friedberg for services rendered and deliverables delivered prior to the termination of the Agreement.

Miscellaneous

Client, Customer, and Stroz Friedberg agree that the Engagement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York as an agreement made and to be performed entirely within such State. Client, Customer, and Stroz Friedberg agree that this Agreement (1) may not be modified or amended, except by a writing signed by each party; (2) shall be binding upon each party, its successors and permitted assigns; and (3) contains the entire agreement and understanding among Client, Customer, and Stroz Friedberg with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, among Client, Customer, and Stroz Friedberg with respect to the subject matter hereof. No provision of this Agreement may be waived except in writing by the party against whom such waiver is sought to be enforced. No express or implied waiver, breach or default by any party of any provision of this Agreement shall constitute a continuing waiver of such provision or of any other provision of this Agreement. Customer appoints Client as its agent for service of process with respect to this Engagement.

If you find this letter satisfactory, kindly return an executed copy. Stroz Friedberg looks forward to working with you.

Very truly yours,

STROZ FRIEDBERG, LLC

By: _____

AGREED TO AND ACCEPTED:

Mullen Coughlin, LLC

By: _____
John Mullen

ACKNOWLEDGED AND AGREED TO:

Williamson County, TX

By: Bill Gravell Jr.
Bill Gravell (Nov 21, 2022 16:46 CST)

Printed name: Bill Gravell, Jr

Title: County Judge

INVOICING INSTRUCTIONS:

Invoice(s) should go to this email address or e-billing site:

Richard Semple
rsemple@wilco.org
(512) 943-1489

Please cc the following people on all invoices:

Brittany Bickel
Partner
Mullen Coughlin LLC
426 W. Lancaster Avenue,
Suite 200
Devon, PA 19333
(267) 930-1129 - Office
(484) 716-7148 - Mobile
bbickel@mullen.law

Craig Steen
Attorney
Mullen Coughlin LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
(267) 930-4735 - Office
(267) 229-6012 - Mobile
csteen@mullen.law

CLAIMS ADJUSTER
Teresa Porter
teporter@travelers.com

CLAIM NUMBER: T2215482

EXHIBIT A

SCOPE OF WORK

1. Matter Type: Cyber Incident Response Services

2. Description of Incident Response Services:

Mullen Coughlin LLC ("Client"), as legal counsel to Williamson County, TX ("Customer") is engaging Stroz Friedberg, its affiliates and/or its subcontractors, for the purpose of conducting a technical investigation of a potential data privacy event to provide Client with technical information necessary for Client to provide legal counsel to Customer relating to the potential data privacy event. Accordingly, Stroz Friedberg, its affiliates and/or its subcontractors acknowledge that it will work at the direction of Client and anticipates performing some or all of the following steps pursuant to this Engagement:

1) Consultation, verbal communications, and findings to Client and Customer
2) Perform triage investigation for threat actor behavior within O365 email environment (~2,500 users)
    a. A requested administrative account with appropriate permissions will be provisioned for Stroz Friedberg
3) Perform analysis per mailbox/user in O365 as identified, up to 9 users identified during scoping
4) Monitor Customer existing EDR Solution (Carbon Black) for a period of 45 days
5) Perform Triage/Forensic analysis on systems of interest:
    a. Forensic analysis of 2 workstations, 1 Exchange server – 3 systems total
6) Review relevant logs from the Customer's environment – VPN, Firewall, ESET
7) Provide the Counsel and Client with a chronology of relevant events

3. Estimate

Incident response investigations are not fully predictable and are dependent on the forensic evidence discovered and the conduct of third parties, including threat actors. The nature of a complex incident response investigation is very dynamic and requires flexibility to adapt to evolving priorities. Below is a cost estimate based on Stroz Friedberg's general understanding of the Engagement.

Service	Component	Estimated Hours	Price Range
Consulting	Communications, Consulting, Engagement Management	20 – 26	$6,000 – $7,800
Digital Forensics Incident Response	Digital Forensic Analysis (3 systems)	20 – 60	$6,000 – $18,000
	Review of available logs (VPN, ESET, Firewall)	20 – 24	$6,000 – $7,200
	Triage Collection and Review of O365 Email Environment (~2,500 users)	20 – 30	$6,000 – $9,000
	O365 Deep dive on 9 affected user accounts	60 – 70	$18,000 – $21,000
Endpoint Detection & Response Tool	Review of Endpoint Detection and Response Tool	24 – 44	$7,200 – $13,200
	Estimated Hours	**164 – 254**	**$49,200 – $76,200**

Malware Platform	Malware Analysis on suspected malware samples - Flat Fee	$5,000

Estimates and rates are in USD and do not include applicable taxes

4. Compensation:

   A. Cyber Panel Rate. Stroz Friedberg charges at the discounted hourly rate for any components of the Engagement services that are insured by Customer's insurance company. This rate applies generally, as well as to travel. The use of subcontractors, if needed, will be charged at Stroz Friedberg's rate. Any services requested by the Customer that are not considered part of the incident response as directed by Customer's insurance carrier will be billed at Stroz Friedberg's General Rates, as set out in the Agreement or as provided to Customer in writing, where writing includes email.

   B. No Dependence. Payment terms associated with Stroz Friedberg's invoices are not dependent upon, and cannot be modified to reflect the timing of, or the degree to which Customer's reimbursement from its insurance carrier does or does not fully cover the total fees assessed across all invoices related to this matter. Customer is solely responsible for payment of Stroz Friedberg's invoices.

   C. Solution Charges. Solution charges are as stated in the Agreement. If the Agreement does not state solution charges, the following applies: The rate for machine time devoted to running a forensic process is $95 per hour. The rate for use of Stroz Friedberg's proprietary host interrogation tool is $7.50 per host per month, Stroz Friedberg's network traffic capture tool is $1,500 per month per platform; Stroz Friedberg's proprietary incident response tool is $5,000 per month per platform; the OmniPeek Network Analyzer is $5,000 per month per platform; Stroz Friedberg's proprietary malware platform is $5,000 per engagement; Stroz Friedberg's proprietary scanning engine is $2,500 per 250GB or 5K files (separate pricing for volumes greater than 10TB or 200K files); and Stroz Friedberg's high speed, on-site malware analysis and forensic hosting tool are $2,500 per month per platform. Use of Stroz Friedberg's mobile electronic disclosure/discovery processing, hosting and production unit will be charged at an amount to be structured depending upon the circumstances of the deployment.

   D. Invoices. Payment terms are set forth in the Agreement.

5. Description of Data Processing.

Subject matter and duration: Personal data is processed for the provision of Engagement services and is processed for the duration of the Agreement.

Nature and purpose: The purpose for processing is to conduct forensics analysis and provide incident response services. The data typically consists of forensic images of computer systems, electronic devices, and log files.

The types of personal data included in processing are not specifically known to either party, but could include:

- Personal details (i.e. name, contact address, national insurance number, date of birth, gender)
- Family, lifestyle and social circumstances (where applicable, marital status, personal details of a member's spouse, children and other nominated dependents)
- Financial details (salary, other pensionable earnings, bank account details, bonus payments)
- Employment details (service dates, reason for leaving employment, working hours)
- Health data (record of absence, time tracking, annual leave)

The types of categories of Data Subjects involved in the processing are not definitely known by either party but could include:

- Customer's and/or Client's Employees
- Customer's and/or Client's Users
- Members of the Public
- Relations of Employees (family members, emergency contact)
- Suppliers/Contractors

6. Location(s) for Performance of Services:

Anticipate the work can be performed remotely.

7. Stroz Friedberg Contact Person:

Melissa Sokolowski
M: +1 214.897.2714
melissa.sokolowski@strozfriedberg.com

EXHIBIT B

DATA PROCESSING AGREEMENT:

STROZ FRIEDBERG AS PROCESSOR AND SERVICE PROVIDER

This Data Processing Agreement Exhibit ("**Exhibit**") forms part of the Agreement between Stroz Friedberg and Customer, and, accordingly, is subject to and hereby incorporates by reference the terms and conditions set forth therein. As between Customer and Stroz Friedberg, they apply, however, only if Customer is subject to DP Laws. Stroz Friedberg will take no action of its own that would cause Customer to have compliance obligations from DP Laws that Customer does not already have.

1. Definitions and Interpretation

1.1 In this Exhibit the following terms shall have the following meanings:

"**Affiliate**" means, with respect to a party, an entity that is Controlled by, Controlling or in common Control with that party, where "Control" means the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting shares, by contract or otherwise;

"**Agreement Personal Data**" means any personal data or personal information (including any sensitive or special categories of data) that is processed under or in connection with the Agreement;

"**Business Day**" means a day except Saturdays and Sundays and public holidays in the United States of America;

"**Data Subject**" means the identified or identifiable person to whom the Agreement Personal Data relates.

"**DP Laws**" means any applicable data protection laws relating to the protection of individuals with regards to the processing of personal data or personal information including (i) the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), from May 25, 2018, (ii) laws implemented by European Union member states which contain derogations from, or exemptions or authorizations for the purposes of, the GDPR, or which are otherwise intended to supplement the GDPR, (iii) Directive 2002/58/EC ("**ePrivacy Directive**"), as implemented by European Union member states or in the United Kingdom (as may be applicable); (iv) any legislation that, replaces or converts into domestic law the GDPR and/or the ePrivacy Directive (as may be updated or replaced) or any other law relating to data protection, the processing of personal data and privacy as a consequence of the United Kingdom leaving the European Union; (v) the California Consumer Privacy Act ("**CCPA**"); and/or and/or (vi) any corresponding or equivalent national laws or regulations including any amendment, update, modification to or reenactment of such laws;

"**EEA**" means the European Economic Area;

"**EU Standard Contractual Clauses**" means the standard contractual clauses for the transfer of personal data to processors established in countries outside of the EEA which do not ensure an adequate level of protection as set out in Commission Decision C(2010) 593, as updated, amended, replaced or superseded from time to time by the European Commission;

"**Personal Data Breach**" means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Agreement Personal Data processed under the Agreement;

"**Stroz Friedberg Group**" means Stroz Friedberg and any of its Affiliates from time to time;

"**Sub-processor**" means a processor engaged by Stroz Friedberg to carry out specific processing activities on Agreement Personal Data; and

"**Supervisory Authority**" means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering DP Laws.

1.2 The terms "**business**," "**controller**," "**personal data**," "**personal information**," "**processing**," "**processor**," "**sensitive personal data**" and "**special categories of data**" shall have the same meanings ascribed to them under the applicable DP Laws. Capitalized terms not defined in Section shall have the meaning ascribed to them elsewhere in the Agreement.

1.3 To the extent that the terms contained in this Exhibit conflict or are inconsistent with those terms relating to the same subject matter contained elsewhere in the Agreement, the terms contained in this Exhibit shall prevail.

1.4 Except as modified below, the terms of the Agreement shall remain in full force and effect.

2. Data Protection Obligations

2.1 The parties envisage that with respect to any Agreement Personal Data covered by GDPR processed pursuant to the Engagement services Stroz Friedberg provides under the terms of the Agreement, Stroz Friedberg acts as a processor on behalf of Customer who is a controller in respect of the Agreement Personal Data. Each party shall comply with DP Laws in respect of such processing.

2.2 Stroz Friedberg acknowledges and confirms that it will observe all applicable requirements of U.S. state or federal laws and/or regulations in relation to its processing of personal information. The parties agree that (i) Stroz Friedberg is not able to perform its obligations to Customer under the Agreement unless Customer provides personal data relevant to the Engagement services, (ii) such personal information is necessary to the performance of the services in support of Client's legal counsel regarding Customer's "business purposes" as that term is defined under applicable law, and (iii) such personal information is not provided to Stroz Friedberg in exchange for any monetary or other valuable consideration from Stroz Friedberg to Customer. To the extent Stroz Friedberg is a "service provider", or such similar term as defined under applicable law, Stroz Friedberg shall only retain, use, or disclose personal information under this Agreement for the specific purpose of performing the services under the Agreement.

2.3 Customer acknowledges and confirms that it uses reasonable efforts to ensure: (i) all Agreement Personal Data collected or sourced by it or on its behalf for processing in connection with the Engagement services and the performance of the Agreement or which is otherwise provided or made available to Stroz Friedberg shall comply with and have been collected or otherwise obtained in compliance with DP Laws, including by ensuring that there is a lawful basis for each processing activity which Client or Customer instructs Stroz Friedberg to perform in relation to Agreement Personal Data; (ii) Customer will take appropriate measures to ensure the information referred to in DP Laws including GDPR Articles 13 and 14, if applicable, is made available to relevant Data Subjects in relation to the processing by Stroz Friedberg, provided that Stroz Friedberg shall provide to Customer any information necessarily required by Client for these purposes, promptly at Customer's request; and (iii) all instructions given by Client or Customer to Stroz Friedberg in respect of Agreement Personal Data shall be in accordance with DP Laws. The information referenced in Section 2.3(ii) shall be provided in writing or, where appropriate, by electronic means in a concise, transparent, intelligible and easily accessible form, using clear and plain language as required by DP Laws including GDPR Article 12 if applicable.

2.4 Customer acknowledges and understands that Stroz Friedberg gathers data (including personal data) from Customer for (i) the delivery of the Engagement services; (ii) the management of Stroz Friedberg's relationship

with Customer, including the marketing of products or services to Customer which may be of interest to Customer, invoicing, the settlement of disputes and associated business; and (iii) the development of Stroz Friedberg Group's products and services (for example conducting benchmarking, market research, data analysis), for the purposes of which Stroz Friedberg shall process aggregated, de-identified data, and shall not publish externally or otherwise disclose any information which derives from Customer-originating data which would identify an underlying Data Subject or Customer without Customer's prior consent.

2.5 Customer acknowledges and understands that Stroz Friedberg shall act as a controller of any personal data which is covered by GDPR and which is processed pursuant to Section 2.4(ii)-(iii) and shall comply with DP Laws in respect of such processing.

2.6 Stroz Friedberg shall:

(a) process the Agreement Personal Data only in accordance with Customer's instructions as set out in this Exhibit or from time to time by written agreement of the parties, including as to the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of Data Subjects, in each case, which are more specifically set out in Exhibit A, unless required by law to act without such instructions, in which case Stroz Friedberg shall, to the extent legally permitted, inform Customer as soon as reasonably practicable upon becoming aware of any legal requirement which requires it to process the Agreement Personal Data otherwise than only in accordance with Customer's instructions; and

(b) ensure that any personnel, agents and/or contractors who process the Agreement Personal Data are subject to appropriate contractual or statutory obligations of confidentiality.

2.7 If Stroz Friedberg considers that any instructions from the Customer relating to processing of Agreement Personal Data may put Stroz Friedberg in breach of DP Laws, Stroz Friedberg will be entitled not to carry out that processing and will not be in breach of the Agreement or otherwise liable to the Customer as a result of its failure to carry out that processing.

3. Security

3.1 Stroz Friedberg shall implement appropriate technical and organizational security measures in relation to the processing of the Agreement Personal Data, which shall ensure a level of security appropriate to the risk including, as appropriate, (a) pseudonymisation and encryption; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to the Agreement Personal Data in a timely manner in the event of a physical or technical incident; and (d) a process for regularly testing, assessing and evaluating the effectiveness of those measures.

4. Assistance & Personal Data Breaches

4.1 Taking into account the nature of the processing activities, and the information available to Stroz Friedberg, Stroz Friedberg will, upon written request, provide reasonable assistance to Customer in ensuring compliance with Customer's obligations, as applicable, under DP Laws with respect to:

(a) responding to requests by Data Subjects in relation to their rights under DP Laws;

(b) the performance of data protection impact assessments and prior consultation with a Supervisory Authority regarding high risk processing; and

(c) the deletion or return of Agreement Personal Data to Customer at the end of the term of the Agreement. The parties agree that copies of the Agreement Personal Data may be retained for Stroz Friedberg's legal and regulatory obligations, or record keeping, provided always that such copies will be retained in

accordance with DP Laws (and whereupon Stroz Friedberg shall become a controller of the relevant personal data contained therein).

4.2 Stroz Friedberg will, upon becoming aware, notify Customer without undue delay of any Personal Data Breach and will provide reasonable assistance to Customer in response to such Personal Data Breach, to enable Customer to meet its obligations under DP Laws as regards the notification to Supervisory Authorities and/or affected Data Subjects. For these purposes Stroz Friedberg will provide Customer such details as Customer reasonably requires (to the extent that these are known to Stroz Friedberg) regarding:

(a) the nature of the Personal Data Breach, including the categories and approximate numbers of Data Subjects affected;

(b) any investigations into such Personal Data Breach;

(c) the likely consequences of the Personal Data Breach; and

(d) any measures taken, or that Stroz Friedberg recommends, to address the Personal Data Breach, including to mitigate its possible adverse effects.

The parties agree that the details set out under (a) to (d) above may be provided to Customer in phases, as the information becomes known to Stroz Friedberg.

5. Sub-Processors

5.1 Stroz Friedberg is hereby generally authorized by Customer to engage any Sub-processor, provided that Stroz Friedberg shall (i) ensure in each case that the Sub-processor is bound by data protection obligations that are substantially the same as, and in any event no less onerous than those contained in this Exhibit; (ii) subject to the terms of the Agreement (including but not limited to any limitations on liability agreed therein), remain fully liable to Customer for the performance of that Sub-processor's obligations; and (iii) provide details of all such Sub-processors to Customer upon written request. Stroz Friedberg shall notify the Customer of any intended changes concerning the addition or replacement of Sub-processors, thereby giving the Customer the opportunity to object to such changes. Notwithstanding anything to the contrary in the Agreement, the parties expressly agree that such notice may be provided via any medium (including but not limited to email, a public website or a web-based client portal), and that the choice of medium shall be determined by Stroz Friedberg in its sole discretion.

5.2 Customer agrees that Stroz Friedberg may continue to use those Sub-processors already engaged by Stroz Friedberg or any Stroz Friedberg Affiliates as at the date of this Exhibit provided that in each case as practicable Stroz Friedberg meets the obligations set out in Section 5.1 (i)(ii) and (iii) above.

6. Compliance & Audit

6.1 Stroz Friedberg shall, on written request, (i) make available to Customer information that is reasonably necessary to demonstrate compliance with Stroz Friedberg's data protection obligations under this Exhibit and (ii) allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by the Customer, but in each case only:

(a) if such information and audits are in relation to the Agreement Personal Data processed pursuant to the Agreement; and

(b) to the extent that such information and audits are required under DP Laws;

and provided that Stroz Friedberg shall notify Customer in writing if it believes in good faith that the exercise of rights under this Section would infringe DP Laws.

6.2 Customer agrees that any audit or inspection requested in accordance with Section 6.1 above shall be conducted upon not less than fifteen (15) days' prior written notice, not more than once per calendar year, during normal business hours, causing minimal disruption and subject to Stroz Friedberg's obligations of confidentiality.

6.3 Notwithstanding Section 6.1, in the event of a Personal Data Breach, Customer shall be entitled on five (5) Business Days' prior notice to Stroz Friedberg, during normal business hours, causing minimal disruption and subject to Stroz Friedberg's obligations of confidentiality to carry out an audit of Stroz Friedberg to reasonably verify Stroz Friedberg's compliance with its data protection obligations under this Exhibit, subject to the requirements of Section 6.2.

6.4 Customer shall pay Stroz Friedberg's reasonable costs of providing information and allowing for audits in accordance with this Section to the extent that the provision of such information is not reasonably able to be accommodated within the normal provision of the Engagement services.

7. International Transfers

7.1 Only upon Customer's request, Stroz Friedberg may transfer and otherwise process or have transferred or otherwise processed the Agreement Personal Data outside the United Kingdom and EEA, including by any Sub-processor engaged in accordance with the Agreement, provided that such transfer is made in compliance with applicable DP Laws, including, if applicable, by adoption of EU Standard Contractual Clauses, certification under the EU-US Privacy Shield Framework, or such other international transfer mechanism approved under applicable DP Laws.

7.2 Notwithstanding Section 7.1 above, Stroz Friedberg may make international transfers without the consent, or prior knowledge of the Customer where Stroz Friedberg is compelled by law to make such international transfers and is prohibited, by law, from advising the Customer of the same.

7.3 Where necessary, the parties shall assist one another to comply with DP Laws requirements regarding international transfer, including where necessary, assisting one another to enter into such agreements, or documentation as may be required to in order to ensure that the DP Laws obligations regarding international transfers are met. In particular, Customer, as controller/data exporter, hereby authorizes Stroz Friedberg to enter into the EU Standard Contractual Clauses for and on its behalf.

Williamson County TX_Mullen_Stroz_SOW_20221117

Final Audit Report 2022-11-21

Created:	2022-11-21
By:	Rebecca Pruitt (becky.pruitt@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-2IyaeGMPtfCKcl6XV1LnCkBB9gVuAiT

"Williamson County TX_Mullen_Stroz_SOW_20221117" History

Document created by Rebecca Pruitt (becky.pruitt@wilco.org)
2022-11-21 - 5:07:33 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2022-11-21 - 5:08:07 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2022-11-21 - 7:35:06 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2022-11-21 - 10:46:56 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2022-11-21 - 10:46:56 PM GMT

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Commissioners Court - Regular Session **15.**

Meeting Date: 12/06/2022

Sheraton Retreat Contract

Submitted By: Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a contract with Sheraton Austin Georgetown Hotel & Conference Center for the Williamson County Strategic Plan Retreat.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/30/2022 03:41 PM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:42 AM
Form Started By: Rachel Rull		Started On: 11/30/2022 03:03 PM
Final Approval Date: 12/01/2022		

SHERATON

CATERING SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Sheraton Austin Georgetown Hotel & Conference Center, 1101 Woodlawn Avenue, Georgetown, TX, 78628, (737) 444-2700 and Williamson County Strategic Plan Retreat.

ORGANIZATION: Williamson County Strategic Plan Retreat
CONTACT:

Name:	Rachel Arnold / Judge Bill Gravell
Street Address:	100 Wilco Way STE CO 201
City, State, Postal Code:	Georgetown, TX 78626
Country/Region:	USA
Phone Number:	(512) 943-3370
E-mail Address:	rarnold@wilco.org

NAME OF EVENT: Williamson County Strategic Plan Retreat Jan2023
REFERENCE #: M-ORSL0G3
OFFICIAL PROGRAM DATES: Wednesday, 01/25/2023

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Williamson County Strategic Plan Retreat, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Related Events
01/25/2023	Wed	7:30 AM	6:00 PM	Meeting	Crescent Rounds	60	San Gabriel ABC 9:00 AM - Breakfast 1:00 PM - Lunch 3:00 PM - Coffee Break
01/25/2023	Wed	9:00 AM	5:00 PM	Breakout	Rounds of 10	20	San Gabriel D
01/25/2023	Wed	9:00 AM	6:00 PM	Breakout	Rounds of 10	30	Pre-Assembly 1

All meeting rooms, food and beverage, and related services are subject to applicable taxes (currently 8.25%) and service charge (currently 25%) in effect on the date(s) of the Event. The Hotel reserves the right to adjust function space in direct proportion to any changes in the number of attendees.

CONCESSIONS

- Wilco to use 1 of their 3 waived room rental credits

NO ROOM TRANSFER BY GUEST

Williamson County Strategic Plan Retreat agrees that neither Williamson County Strategic Plan Retreat nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Williamson County Strategic Plan Retreat reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of Williamson County Strategic Plan Retreat's credit. If credit is approved, the outstanding balance of Williamson County Strategic Plan Retreat Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Williamson County Strategic Plan Retreat will raise any disputed charge(s) within 10 days after receipt of the invoice. The Hotel will work with Williamson County Strategic Plan Retreat in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

Williamson County Strategic Plan Retreat has indicated that it has elected to use the following form of payment:

[ ] Cash, money order, or other guaranteed form of payment
[ ] Credit card (We accept all major credit cards)
[ ] Company check or Electronic Funds Transfer
[ ] _____[agreed alternative]

Williamson County Strategic Plan Retreat may not change this form of payment.

In the event that credit is not approved, Williamson County Strategic Plan Retreat agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group's event.

ADVANCE PAYMENT
An advance payment of $1,250.00 will be required in order to hold arrangements on a definite basis. This advance payment is due on December 6, 2022 and will be credited toward the Master Account.

DAMAGE TO FUNCTION SPACE
Williamson County Strategic Plan Retreat agrees to pay for any damage to the function space that occurs while Williamson County Strategic Plan Retreat is using it. Williamson County Strategic Plan Retreat will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Williamson County Strategic Plan Retreat and its attendees.

FACILITY FEES
Based on Williamson County Strategic Plan Retreat's requirements, Hotel's function space fees would be $250.00. Based upon the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda outlined in this Agreement, the Hotel will waive these fees.

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT – F&B Events Only
Williamson County Strategic Plan Retreat agrees to a minimum banquet food and beverage revenue of **$2,500.00**, exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). If the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, fifty percent (50%) of the difference will be posted to the Master Account. Hotel will confirm the food and beverage prices 30 days prior to Williamson County Strategic Plan Retreat's arrival date. Williamson County Strategic Plan Retreat shall provide Hotel with no less than 72 hours prior to the first scheduled function] advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event.

OUTSIDE FOOD AND BEVERAGE POLICY
All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

CANCELLATION – Food and Beverage Only Events
Williamson County Strategic Plan Retreat agrees that it will provide a Minimum Banquet Food and Beverage Revenue of $2,500.00 (exclusive of applicable service charges and taxes) for the Event.

Date of Cancellation	Amount of Liquidated Damages Due
Agreement Date	$625 (25% of Estimated Minimum Revenue and/or Rooms)
89-60 days prior	$1,250 (50% of Estimated Minimum Revenue and/or Rooms)
59 - 30 days prior	$1,875 (75% of Estimated Minimum Revenue and/or Rooms)
29 days to Event Day	$2,500 (100% of Estimated Minimum Revenue and/or Rooms)

IMPOSSIBILITY
The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

COMPLIANCE WITH LAW
This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Williamson County Strategic Plan Retreat agree to cooperate with each other to ensure compliance with such laws.

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Williamson County Strategic Plan Retreat will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

LIQUOR LICENSE

Williamson County Strategic Plan Retreat understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

PRIVACY

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at http://www.marriott.com/about/privacy.mi) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Williamson County Strategic Plan Retreat will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Williamson County Strategic Plan Retreat's needs. If such special setups or extraordinary formats are requested, Hotel will present Williamson County Strategic Plan Retreat two (2) alternatives: (1) charging Williamson County Strategic Plan Retreat the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

TECHNICAL SERVICES

AV Media is Hotel's preferred provider for audio/visual needs. Because the use of another provider will necessarily involve the use of some of Hotel's and AV Media's equipment and expertise, a fee of $1,000 will be charged if Williamson County Strategic Plan Retreat selects such a provider.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Williamson County Strategic Plan Retreat requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If Williamson County Strategic Plan Retreat wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Williamson County Strategic Plan Retreat must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Williamson County Strategic Plan Retreat, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

PERFORMANCE LICENSES

Williamson County Strategic Plan Retreat will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Williamson County Strategic Plan Retreat may use or request to be used at the Hotel.

MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Williamson County Strategic Plan Retreat has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK **ONE** OPTION BELOW:

☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name _____

Marriott Bonvoy Membership Number _____

*If Miles are desired instead of Points, please also provide:

Participating airline name _____

Participating airline frequent flyer account number_____

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

OR

☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at https://www.marriott.com/loyalty/terms/default.mi and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."

HIGH RISK ACTIVITIES

Hotel has committed to providing the room nights and function space, as applicable, set forth in this Agreement based on information about the event that Williamson County Strategic Plan Retreat has given to the Hotel. Williamson County Strategic Plan Retreat agrees that it has presented all material information required in order for Hotel to provide the rooms and facilities set forth in this Agreement. Should Hotel, in its sole reasonable discretion, determine at any time that the Event will include a high-risk activity that was previously undisclosed to the Hotel (including by way of example, and not by limitation, biological agents, pyrotechnics, etc.), Hotel may terminate this Agreement immediately and without liability, upon written notice to Williamson County Strategic Plan Retreat.

ACCEPTANCE

When presented by the Hotel to Williamson County Strategic Plan Retreat, this document is an invitation by the Hotel to Williamson County Strategic Plan Retreat to make an offer. Upon signature by Williamson County Strategic Plan Retreat, this document will be an offer by Williamson County Strategic Plan Retreat. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Williamson County Strategic Plan Retreat at any time prior to Williamson County Strategic Plan Retreat's execution of this document, the outlined format and dates will be held by the Hotel for Williamson County Strategic Plan Retreat on a first-option basis until December 6, 2022. If Williamson County Strategic Plan Retreat cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Williamson County Strategic Plan Retreat and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Williamson County Strategic Plan Retreat:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: (Print) Alyssa Bahr

Title: (Print) Catering Sales Executive

Signature: _____

Date: _____

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

Commissioners Court - Regular Session **16.**

Meeting Date: 12/06/2022

Approval of Agreement with Milliman, Inc. for Consulting Actuary Services for Benefits Division of Human Resouces 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 approving the agreement between Williamson County and Milliman, Inc. to provide Consulting Actuary Services for Williamson County in the not-to-exceed amount of $5,000.00 for “Off Cycle” year FY2023 and the not-to-exceed amount of $22,000.00 for “On Cycle” year FY2024, exempting the purchase from the competitive bidding requirements for said service established by Section 262.024 (a)(4) [a personal service] of the Texas Local Government Code Discretionary Exemptions and authorizing execution of the agreement.

Background

This agreement is for the renewal of service for the consulting actuary. Milliman, Inc. is an outside auditing company that provides consulting for Government Accounting Standards Board (GASB) 75 which replaced the GASB 45 that provides standards for accounting and financial reporting for Other Post Employment Benefits other than pensions (OPEB) that state and local governments provide to their retired employees. These benefits primarily involve health care benefits, but may include life insurance, disability. The Auditor’s office is required to provide this GASB 75 Report for the separate external auditors that review their financials. Milliman is utilized by the Texas County & District Retirement System (TCDRS) to prepare a similar report regarding the liability for the County regarding the retirement payouts hence they have all the demographics on our retirees and employee group which creates efficiency in hiring this firm. The funding source is 01.0885.0886.004181 for FY 23 and the point of contact is Shelley Loughrey.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/01/2022 11:42 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 11:44 AM
Form Started By: Johnny Grimaldo		Started On: 11/30/2022 01:36 PM
Final Approval Date: 12/01/2022		

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR CONSULTING ACTUARY (Milliman, Inc.)

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Milliman, Inc.** with offices at 333 Clay St., Ste. 4330, Houston, TX 77002, (hereinafter "Service Provider"). 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 it is not an employee of The County. The services include but are not limited to actuary consulting Services.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for the current fiscal year through September 30, 2023. Unless terminated by either party pursuant to paragraph X below, the contract will automatically renew for up to two additional one-year terms for fiscal year 2024 and fiscal year 2025. After fiscal year 2025, the contract must be revisited by The County's governing body.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount for "on-cycle" valuations under this agreement** is **$22,000.00. The not-to-exceed amount for "off-cycle" roll forward valuations under this agreement is $5,000.00. Renewals of these amounts may not exceed 5% increase from the previous year, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the performance of the service under the contract is completed; or (2)

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 licensed to do business in the State of Texas as admitted or surplus lines carriers and rated A- or better by A.M. Best Company or otherwise acceptable to The County. Service Provider's Comprehensive General Liability policies shall 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 OCCURRENCE
Comprehensive General Liability *(including premises, completed operations and contractual)*	$ 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.

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 itself 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, AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES")AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' NEGLIGENCE) FOR ANY CLAIM OR ACTION BROUGHT AGAINST THE INDEMNITEES BY ANY THIRD PARTY TO THE EXTENT ARISING OUT OF OR RESULTING FROM 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. 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, AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, FOR ANY CLAIM OR ACTION BROUGHT AGAINST THE INDEMNITEES BY ANY THIRD PARTY TO THE EXTENT ARISING OUT OF OR RESULTING FROM THE GROSS NEGLIGENCE, INTENTIONAL FRAUD, OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN BY SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

INDEMNIFICATION - PROCEDURES: THE COUNTY AGREES THAT IT WILL PROMPTLY NOTIFY AND TENDER THE DEFENSE TO SERVICE PROVIDER OF ANY INDEMNIFIED CLAIM, PROVIDED THAT THE COUNTY'S FAILURE TO PROVIDE PROMPT NOTICE SHALL NOT RELIEVE SERVICE PROVIDER FROM LIABILITY HEREIN EXCEPT TO THE EXTENT SERVICE PROVIDER IS PREJUDICED BY SUCH FAILURE, AND SERVICE PROVIDER SHALL, AT ITS SOLE EXPENSE, DEFEND, AND AT ITS SOLE DISCRETION, SETTLE ANY SUCH INDEMNIFIABLE CLAIM, PROVIDED THAT, SERVICE PROVIDER SHALL OBTAIN THE COUNTY'S CONSENT IN THE EVENT OF ANY SETTLEMENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. THE COUNTY MAY PARTICIPATE IN THE DEFENSE OF ANY INDEMNIFIED CLAIM AT ITS OWN EXPENSE.

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 seven (7) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

XI.

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

XII.

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

XIII.

Right to Audit: Service Provider agrees that The County or a mutually acceptable authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine 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 and examinations; provided, however, that: (i) The County and Service Provider shall mutually agree in advance upon the scope, timing and location of such an audit or examination; and (ii) The County shall protect the confidentiality of all confidential and proprietary information of Service Provider to which The County has access during the course of such and audit or examination. 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 it will not use any incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not enter any unauthorized areas or access confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

No Assignment: Neither The County nor Service Provider may assign this Contract without the other parties prior written consent. Any attempted assignment without such consent shall be null and void.

XVI.

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.

XVII.

Limitation of Liability: To the extent authorized under Texas law, Service Provider will perform all services in accordance with applicable professional standards. In the event of any claim(s) arising from services provided by Service Provider at any time, the total liability

of Service Provider, its officers, directors, agents and employees to The County shall not exceed, in the aggregate, five million dollars ($5,000,000). This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract, or otherwise. In no event shall Service Provider be liable for lost profits of The County or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the gross negligence, intentional fraud, or willful misconduct of Service Provider.

XVIII.

Third Party Distribution: Service Provider's work is prepared solely for the use and benefit of The County in accordance with its statutory and regulatory requirements. Service Provider recognizes that materials it delivers to The County may be public records subject to disclosure to third parties, however, Service Provider does not intend to benefit and assumes no duty or liability to any third parties who receive Service Provider's work and may include disclaimer language on its work so stating. The County agrees not to remove any such disclaimer language from Service Provider's work. To the extent that Service Provider's work is not subject to disclosure under applicable public records laws, The County agrees that it shall not disclose Service Provider's work to third parties without Service Provider's prior written consent; provided, however, that The County may distribute Service Provider's work to (i) its professional service providers who are subject to a duty of confidentiality and who agree to not use Service Provider's work for any purpose other than to provide services to The County, or (ii) any applicable regulatory or governmental agency, as required.

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
Authorized Signature	**Authorized Signature**
Printed Name	Dustin Grzeskowiak, Principal and Consulting Actuary **Printed Name**
Date:	**Date:** 11/17/2022

Commissioners Court - Regular Session **17.**

Meeting Date: 12/06/2022

Approval of Venue and Catering Agreement FurBall Fundraiser

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 agreement #202359 between 1101 Woodlawn Noteholder, LLC d/b/a Sheraton Austin Georgetown Hotel and Conference Center and Williamson County for venue and catering services in the amount of $13,000.00, and authorizing execution of the agreement.

Background

Approval of this item will benefit the Williamson County Regional Animal Shelter. The Animal shelter solicited three (3) quotes from different venues for the same services for their annual Furball fundraiser. The agreement is attached that outlines the details for the venue and catering services. Legal and contract audit have reviewed this purchase. This expenditure will be charged to donations 01.0546.0546.003670. Department contact is Misty Valenta.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/01/2022 09:23 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:17 AM
Form Started By: Erica Smith		Started On: 11/16/2022 09:21 AM
Final Approval Date: 12/01/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR SHERATON GROUP SALES AGREEMENT
(Fur Ball Event)
(1101 Woodlawn Noteholder, LLC)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds and 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 CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Williamson County Animal Shelter" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **1101 Woodlawn Noteholder, LLC d/b/a Sheraton Austin Georgetown Hotel & Conference Center** (hereinafter "Hotel" or "Marriott" or "Sheraton" or "Contractor"). The County agrees to engage Hotel as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents and Resolving Conflicting Terms: 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. Hotel Catering Sales Agreement for Event on 11/4/23;
B. This Williamson County Addendum; and
C. Any required insurance certificates.

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.

II.

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

III.

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

IV.

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

V.

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

VI.

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

VII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract. The parties expressly agree and acknowledge that The County does not agree to arbitration or waiver of right to trial by jury.

VIII.

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

IX.

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

X.

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 addendum on behalf of The County.

XI.

Proprietary Information and Texas Public Information Act: All material submitted to the County shall become public property and subject to the Texas Public

Information Act upon receipt. If a Vendor does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. 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, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Vendor.

To the extent, if any, that any provision in contract documents or in the Vendor's quote 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.

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:	HOTEL:
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2022	Date: Nov. 16, 2022

SHERATON

CATERING SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Sheraton Austin Georgetown Hotel & Conference Center, 1101 Woodlawn Avenue, Georgetown, TX, 78628, (737) 444-2700 and Williamson County Animal Shelter.

ORGANIZATION: Williamson County Animal Shelter
CONTACT:

Name:	April Peiffer
Job Title:	Community Programs Coordinator
Street Address:	1855 SW Inner Loop
City, State, Postal Code:	Georgetown, TX 78626
Country/Region:	USA
Phone Number:	(512) 748-3187
Fax Number:	
E-mail Address:	april.peiffer@wilco.org

NAME OF EVENT: Wilco Fur Ball 2023
REFERENCE #: M-OEBDTP1
OFFICIAL PROGRAM DATES: Saturday, 11/04/2023 - Saturday, 11/04/2023

GUEST ROOM COURTSEY BLOCK

The Hotel agrees that it will provide, Williamson County Animal Sherlter 10 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

FurBall Guests

Date	Day	Traditional King	Traditional Two Queen	Total Rooms
11/04/2023	Sat	7	3	10

Start Date	End Date	Room Type	Single
11/04/2023	11/04/2023	Traditional King	$179.00
11/04/2023	11/04/2023	Traditional Two Queen	$199.00

Hotel's room rates are subject to applicable state and local taxes (currently 13.79%) in effect at the time of check-out.

STATE COST-RECOVERY FEE

Texas law imposes a margin tax on each company conducting business in Texas, including the Hotel Owner. To recover the cost of margin tax, guest room rates are subject to a "State Cost-Recover Fee" (currently 0.79% of the room rate, plus applicable state and local tax). Although the fee is not a government mandated charge, the state allows this charge to be passed on to the customer.

COMMISSION

The group room rates listed above are net non-commissionable. Williamson County Animal Shelter will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

METHOD OF RESERVATIONS

Reservations for the Event will be made by individual attendees directly with Marriott reservations at 1 (800) 477-3340 or (737) 444-2700.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Williamson County Animal Shelter. Hotel will not hold any reservations unless secured by one of the above methods.

CUT-OFF DATE

Reservations by attendees must be received on or before Saturday, October 21, 2023, (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the Williamson County Animal Shelter group rate after this date.

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

NO ROOM TRANSFER BY GUEST
Williamson County Animal Shelter agrees that neither Williamson County Animal Shelter nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Williamson County Animal Shelter reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

BILLING ARRANGEMENTS
The following billing arrangements apply: Individual to all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment)

PAYMENT BY CREDIT CARD OR COMPANY CHECK
If Williamson County Animal Shelter wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online website.

Prior to the execution of this agreement Williamson County Animal Shelter shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Williamson County Animal Shelter.

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.

FUNCTION INFORMATION AGENDA/EVENT AGENDA
Based on the requirements outlined by Williamson County Animal Shelter, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Related Events
11/04/2023	Sat	10:00 AM	6:00 PM	Set Up	Rounds of 10	1	San Gabriel Ballroom EFGHJK
11/04/2023	Sat	6:00 PM	11:00 PM	Dinner	Rounds of 10	300	San Gabriel Ballroom EFGHJK

All meeting rooms, food and beverage, and related services are subject to applicable taxes (currently 8.25%) and service charge (currently 25%) in effect on the date(s) of the event.

SPECIAL CONCESSIONS
In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide Williamson County Animal Shelter with the following special concessions:

- Reduced food & beverage minimum of $14,500 (Originally $25,000 for half the ballroom)
- Complimentary stage (based on hotel inventory) and parking for event attendees (based on availability)
- Complimentary linenless tables, chairs, china, cloth napkins, and votive candles
- Complimentary signage directing attendees to event space
- Dedicated events specialist to be at your service throughout the planning process
- Discounted beer, wine and liquor drink tickets at rate of $8 each (plus tax and service charge)
- Discounted plated three course dinner menu at reduced rate of $47 per person (plus tax & service charge) to include:
    - Chef's choice plated salad
    - Chef's choice plated chicken entrée with starch and vegetable
    - Chef's choice plated dessert
    - Warm freshly baked rustic rolls & sweet butter
    - Iced tea, ice water, Starbucks® regular and decaffeinated coffee, assorted Tazo® teas and condiments

DAMAGE TO FUNCTION SPACE
Williamson County Animal Shelter agrees to pay for any damage to the function space that occurs while Williamson County Animal Shelter is using it. Williamson County Animal Shelter will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Williamson County Animal Shelter and its attendees.

FACILITY FEES
Based on Williamson County Animal Shelter's requirements, Hotel's function space fees would be $5,000. Based upon the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda outlined in this Agreement, the

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

Hotel will waive these fees.

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT
Williamson County Animal Shelter agrees to a minimum banquet food and beverage revenue of **$14,500.00**, exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). Hotel will confirm the food and beverage prices 30 days prior to Williamson County Animal Shelter's arrival date. Williamson County Animal Shelter shall provide Hotel with no less than 72 hours prior to the first scheduled function advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event.

ADVANCE PAYMENT
An advance payment of **$1000** will be required in order to hold arrangements on a definite basis. This advance payment is due on **November 1, 2022** and will be credited toward the Master Account.

ADVANCE PAYMENT SCHEDULE
The payment schedule for your Event is outlined below:

Deposit/Payment Amount	Time Frame
$1000	November 1, 2022
$2,000	January 10, 2023
$2,000	April 15, 2023
$4,000	July 15, 2023
$4,000	September 1, 2023
Remaining estimated balance	November 1, 2023

CANCELLATION
In the event of a group cancellation occurring 0 to 3 business days prior to arrival, liquidated damages in the amount of one hundred percent (100%) of the Minimum Banquet Food and Beverage Revenue, and Total Meeting Room Rental will be due, plus applicable taxes.

In the event of a group cancellation occurring 4 business days to 90 days prior to arrival, liquidated damages in the amount of (60%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of (25%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring between the time of acceptance of this contract and 366 days prior to arrival, liquidated damages in the amount of all deposits will be lost.

IMPOSSIBILITY
The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

COMPLIANCE WITH LAW
This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Williamson County Animal Shelter agree to cooperate with each other to ensure compliance with such laws.

OUTSIDE FOOD AND BEVERAGE POLICY
All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT
Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Williamson County Animal Shelter will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

writing by the other.

DISPUTE RESOLUTION
In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

LIQUOR LICENSE
Williamson County Animal Shelter understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS
This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

PRIVACY
Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at http://www.marriott.com/about/privacy.mi) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Williamson County Animal Shelter will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

IN-HOUSE EQUIPMENT
Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house

equipment to the point of requiring rental of an additional supply to accommodate Williamson County Animal Shelter's needs. If such special setups or extraordinary formats are requested, Hotel will present Williamson County Animal Shelter two (2) alternatives: (1) charging Williamson County Animal Shelter the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

TECHNICAL SERVICES

Encore is Hotel's preferred provider for audio/visual needs. Because the use of another provider will necessarily involve the use of some of Hotel's and Encore's equipment and expertise, a fee of $1,000 will be charged if Williamson County Animal Shelter selects such a provider.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Williamson County Animal Shelter requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If Williamson County Animal Shelter wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Williamson County Animal Shelter must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Williamson County Animal Shelter, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

PERFORMANCE LICENSES

Williamson County Animal Shelter will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Williamson County Animal Shelter may use or request to be used at the Hotel.

MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Williamson County Animal Shelter has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK **ONE** OPTION BELOW:

☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name _____

Marriott Bonvoy Membership Number _____

*If Miles are desired instead of Points, please also provide:

Participating airline name _____

Participating airline frequent flyer account number_____

OR

☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not

eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at https://www.marriott.com/loyalty/terms/default.mi and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."

HIGH RISK ACTIVITIES

Hotel has committed to providing the room nights and function space, as applicable, set forth in this Agreement based on information about the event that Williamson County Animal Shelter has given to the Hotel. Williamson County Animal Shelter agrees that it has presented all material information required in order for Hotel to provide the rooms and facilities set forth in this Agreement. Should Hotel, in its sole reasonable discretion, determine at any time that the Event will include a high-risk activity that was previously undisclosed to the Hotel (including by way of example, and not by limitation, biological agents, pyrotechnics, etc.), Hotel may terminate this Agreement immediately and without liability, upon written notice to Williamson County Animal Shelter.

ACCEPTANCE

When presented by the Hotel to Williamson County Animal Shelter, this document is an invitation by the Hotel to Williamson County Animal Shelter to make an offer. Upon signature by Williamson County Animal Shelter, this document will be an offer by Williamson County Animal Shelter. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Williamson County Animal Shelter at any time prior to Williamson County Animal Shelter's execution of this document, the outlined format and dates will be held by the Hotel for Williamson County Animal Shelter on a first-option basis until November 1, 2022. If Williamson County Animal Shelter cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Williamson County Animal Shelter and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Williamson County Animal Shelter:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: (Print) Alyssa Bahr

Title: (Print) Catering Sales Executive

Signature: _____

Date: 11/14/22

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

Commissioners Court - Regular Session **18.**

Meeting Date: 12/06/2022

Approval of Quote between Williamson County and Texas Air Systems for HVAC repairs for the Animal Shelter

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 quote from Texas Air Systems and Williamson County for HVAC repairs for a total amount of $2,732.38 pursuant to TIPS Contract #22010601, and authorizing the execution of the quote.

Background

The approval of this quote will benefit the Williamson County Regional Animal Shelter with repairs to the HVAC system. The quote is a parts quote for two (2) AAON Interface Touchscreen Controllers to replace two (2) wall thermostats in the kennel area. The attached quote has the details. Legal and Audit have reviewed this quote. The line item being charged is 01.0545.0545.004510 as approved in the FY23 budget. The department point of contact is Linda Gunter.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Texas Air Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/01/2022 09:27 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:20 AM
Form Started By: Mary Watson		Started On: 11/21/2022 01:24 PM
Final Approval Date: 12/01/2022		

Austin
1340 Airport Commerce Drive
Suite 450
Austin, Texas 78741
T: (512) 462-4777

QUOTED SERVICE

Date

11/21/2022

Prepared For:
WILLIAMSON COUNTY
3101 SE INNER LOOP
GEORGETOWN, TX 78626

Project and Location
Williamson County Regional Animal Shelter
1855 SE Inner Loop
Georgetown, TX 78626
Contact: Leo Fernandez
Phone:
Email:

Texas AirSystems is pleased to present you this proposal for your review and acceptance.

Scope of Work:

Asset	Procedures
RTU-1 AAON RN-020-3-0BB02-382 201804-BNGP68670	Quoted Procedure - • Parts Quote for (2) AAON Interface Touchscreen Controllers

Exclusions:

- Taxes are not included and will be added to the quoted price unless a resale or tax exempt certificate is on file.
- Integrity of valves, disconnects, and switches.
- Extended vacuum or dehydration is not included extended times will be at time and material.
- Any work not specifically described above is not included in this proposal.
- All work to be performed during normal working hours Monday-Friday. No overtime and/or shift work is included.
- Pricing does not include payment/performance bonds.
- No Cutting Patching or Painting.
- Quote is valid for 30 days.

Quoted Amount

Customer agrees to pay **$2,732.38**, payable not including tax, to Texas AirSystems as the fee for services described in the Scope of Services section hereof.

Please reference Tips Contract#22010601.

TACLA00029072C Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov

QUOTE ACCEPTANCE:

_____
Signature

_____
Printed Name

_____
Acceptance Date

TEXAS AIRSYSTEMS ACCEPTANCE:

_____
Signature

Blake Randig
Telephone: 512.271.3040
Email: Blake.Randig@texasairsystems.com

11/21/22

_____
Acceptance Date

Texas AirSystems, LLC.
Terms and Conditions
Sale of Parts, Devices and Services

Company: The Company as used herein shall mean Texas AirSystems LLC.. or one of its subsidiaries or affiliates as elsewhere stated herein (herein after "Texas AirSystems" or "Company").

Price Policy: Prices of the goods may be increased depending on the date of release and/or shipment of the order, announced increases in the Company's list prices, or increases in labor and material cost. Quotes are valid for a maximum period of 30 days unless otherwise noted.

Terms of Payment: Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days of the date of invoice unless previously otherwise agreed in writing. If at any time the financial condition of the Purchaser or other circumstance affecting the credit decision, in the Company's opinion, does not justify continuance of production or providing of products, or shipment of products on the terms of payment specified, the Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Purchaser agrees to pay all costs of collection incurred by Company including but not limited to collection agency fees, attorney fees and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Texas AirSystems retains all rights to enforce lien and/or claim opportunities in accordance with respective states and federal laws to protect Texas AirSystems interests.

Shipping terms and dates: All shipments will be made F.O.B. factory or Texas AirSystems warehouse with freight as quoted. Shipment dates are only estimates. No contract has been made to ship in a specified time unless in writing, and signed by an officer of the Company.

Claims: The responsibility of the Company for all shipments ceases upon delivery of goods in good order to the carrier. Since all goods are shipped at Purchaser's risk, any claims for damage or shortage in transit must be filled by Purchaser against the carrier. Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) days after receipt of the goods and accompanied by reference to the Company's bill of lading and factory order numbers.

Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the Purchaser in the same manner and with the same effects as if originally added thereto. If Customer is exempt in accordance with law, Customer shall provide Texas AirSystems with acceptable tax exemption certificates.

Cancellations: Accepted orders are not subject to cancellation without the Company being reimbursed for any and all expenses, and being indemnified by Purchaser against any and all loss.

Returned Goods: Goods may not be returned except by permission of an authorized Company official at Irving, Texas, when so returned will be subject to handling and transportation charges. Authorized return goods must be shipped prepaid to the location designated by the authorization. A Texas AirSystems "Return goods Authorization" must be fully completed and authorized by Texas AirSystems for all returned goods. Terms of Sale: Sale of goods covered hereby to Purchaser is made solely on the terms and conditions set forth herein, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form or purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing by an officer of the Company. No waiver, alteration or modifications of the foregoing terms and conditions shall be valid unless made in writing and signed by an authorized official of Texas AirSystems, LLC. In particular and without limiting the foregoing, not withstanding anything to the contrary in Purchaser's purchase order or any other documents, the Company does not accept any order subject to project design and specifications. Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specifications requirements of any project.

Asbestos and Hazardous Materials: Texas AirSystems services expressly exclude any indemnification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Texas AirSystems become aware of or suspect the presence of Hazardous Materials, Texas AirSystems may immediately stop work in the affected area and shall notify customer.

Customer will be responsible for taking any and all action necessary to correct condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Texas AirSystems. Texas AirSystems shall be required to resume performance of the services only when the affected area has been rendered harmless.

Indemnity: Texas AirSystems shall not in any event be liable to the customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of property or equipment use or efficiencies or loss of profits or revenue arising from any cause what so ever including, but not limited to any delay, act, error or omission of Texas AirSystems. In no event shall Texas AirSystems be liable for any damages resulting from mold, fungus, bacteria, microbial growth, or other contaminates or airborne biological agents. In no event will Texas AirSystems liability for direct or compensatory damages exceed that payment received by Texas AirSystems from customer for the specific product/part from this specific sales order under this agreement.

Available only in the United States:

Equal Employment Opportunity/Affirmative Action Clause: Texas AirSystems is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250

This agreement is governed and construed in accordance with the laws of the State of Texas.

- 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 fourteen (12) 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.

Limited Warranty: Defective parts must be returned to Texas AirSystems or one of its authorized factory locations within 10 days. Failure to return parts and obtain a Texas AirSystems' "RETURNED GOODS AUTHORIZATION" (RGA) number will void and the purchaser will be issued an invoice by Texas AirSystems for the "fair market value" of said parts. Contact Texas AirSystems for RGA number and return parts to "ship to" location. The Company warrants that it will provide free replacement parts in the event any product manufactured by Company and used in the United States proves defective in material or workmanship for a period of twelve (12) months from date of shipment. Goods not manufactured be the Company but also sold under this agreement are warranted only to the extent that the manufacturer warranted them to the Company and or directly to the Purchaser. The Company does not provide warranty for consumable items (e.g. filtration devices). The Company's liability to the Purchaser shall not exceed the lesser of the cost of correcting defects in the goods or the original purchase price of the goods, and the Company shall not in any event be liable to buyer or third parties for any delays of special, indirect, or consequential damages. Replacement parts must be maintained and serviced per manufacturer recommendations or warranty is voided. The Company's warranty does not apply to any goods which have been opened, disassembled, repaired, or altered by anyone other than the Company or its authorized service representative or which have been subjected to misuse, misapplication, or abuse. The Company is not obligated to pay any labor or service costs for removing or replacing parts, or any shipping charges. Refrigerants, fluids, oils, and expendable items such as filters are not covered by this warranty. This parts warranty and any optional expended warranties are granted only to the original user. Company's duty to perform under any warranty may be delayed, at Company's sole option, until Company has been paid in full for all goods purchased by Purchaser. No such delay shall extend the warranty period. For additional consideration the company will provide an extended warranty(ies) on certain goods or components thereof within the terms of the warranty certificate(s). To obtain assistance under this limited warranty please contact the selling agency. To obtain information or to gain factory assistance, contact: Texas AirSystems, LLC., Warranty Parts Department, ; (972)-570-4700.

THIS WARRANTY CONSTITUTES THE PURCHASER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL TEXAS AIRSYSTEMS, LLC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE, OR STRICT TORT.

The Company must receive a start-up information report for Goods containing motor-compressors, VFD's, fan motors, rotating assemblies, electronic controllers and/or furnaces. The registration/start-up form must be completed and returned to the Company within ten (10) days of original equipment start-up date and ship date will be deemed the same for warranty determination. No person (including any agent, salesman, dealer or distributor) has the authority to expand the Company's obligation beyond the terms of this express warranty, or to state that the performance of the product is other than published by the Company. At the sole discretion of the company, parts may be examined or tested to determine cause of fail.

Commissioners Court - Regular Session **19.**

Meeting Date: 12/06/2022

Approval of Statement of Work for Vendor Neutral Advisory Workshop with CDW-G for IT Department

Submitted For: Joy Simonton **Submitted By:** Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Contract #202376 between Williamson County and CDW-G for a vendor-neutral advisory workshop, and authorizing the execution of the agreement. This Statement of Work is subject to the terms and conditions of Omnia contract R210401.

Background

This is a program where CDW-G consultants evaluate Williamson County's network and lets the County know what is best practice and what may needs to be changed. Along with this evaluation, CDW-G evaluates three vendors that have Software Defined Wide Area Network (SD-WAN) equipment that would work in Williamson County's environment. Once CDW-G is done with the evaluation, they will deliver a write-up of the evaluation, present it to County representatives with recommendations, and the County can choose the best course of action. This program is funded through CDW-G at no cost to Williamson County.

The purpose of this project is to provide a vendor-neutral advisory workshop for the Customer to review if a SD-WAN solution meets Customer's business and technical needs as well as determine Customer's readiness to deploy. Seller will then provide a high-level report outlining how up to three manufacturers would or would not meet customer's business and technical objectives. There are no fees. Legal, IT, and Contract Audit have approved this contract. Department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted SOW for CDW-G

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/01/2022 11:21 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 11:42 AM
Form Started By: Misty Brooks		Started On: 11/30/2022 01:10 PM
Final Approval Date: 12/01/2022		

STATEMENT OF WORK

Project Name:	SDWan Workshop	**Seller Representative:** Liam McNamara +1 (703) 262-8156 liammcn@cdw.com
Customer Name:	WILLIAMSON COUNTY, TX	
CDW Affiliate:	CDW Government LLC	
Date:	November 29, 2022	**Solution Architect:** Oved Carranza
Drafted By	Desiree Pagan	

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, CDW Government LLC ("**Provider**," and "**Seller**,") and WILLIAMSON COUNTY, TX ("**Customer**," and "**Client**,").

This SOW is subject to the terms and conditions of the OMNIA Partners Region 4 Education Services Center "ESC" Contract #R210401 held by CDW Government LLC with an effective date of June 1, 2021 (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE

The purpose of this project is to provide a vendor-neutral advisory workshop for the Customer to review if a Software Defined Wide Area Network (SD-WAN) solution meets Customer's business and technical needs as well as determine Customer's readiness to deploy. Seller will then provide a high-level report outlining how up to three manufacturers would or would not meet customer's business and technical objectives.

ADVISORY WORKSHOP

Seller will provide an interview-based, full-day workshop led by a Seller Engineer with Customer. The goal for the first half of the session will be to:

- Provide an overview of what business and technical objectives SD-WAN solutions try to solve
- Review Customer's desired business and technical objectives for an SD-WAN deployment
- Review Customer's existing network documentation
- Provide general considerations while preparing for an SD-WAN deployment including topics such as:
  - Alignment of network team with Customer's cloud and security strategies
  - Network operations and engineering preparedness
  - Infrastructure preparedness
- Provide a high-level overview of the following solutions:
  - Cisco Meraki SD-WAN
  - Cisco SD-WAN
  - Fortinet SD-WAN

    - Palo Alto Networks Prisma SD-WAN (formerly CloudGenix)
    - Aruba EdgeConnect SD-WAN (formerly Silver Peak)
    - VMware SDWAN (formerly VeloCloud)
- Mutually identify up to three (3) solutions from the above list to focus on for the remainder of the workshop, based on desired objectives and capabilities summaries

After the first half of the session, Customer should have a base understanding of each solution, having identified up to three (3) solutions for deeper dives. Also, Seller should have a better understanding of Customer's business objectives for deploying SD-WAN, which will drive the second half of the workshop. The goals for the second half are:

- Provide a deeper review of the chosen solutions
- Discuss high-level architecture differences for the chosen solutions and how they would fit in Customer's environment
- Identify key features for the chosen solutions that support Customer's business objectives
- Discuss how Seller can help Customer with future SD-WAN related solutions and services

After the Customer workshop and existing network documentation review are complete, Seller will disengage from the Customer to create a recommendation document based on information gathered. This recommendation document will outline potential benefits or challenges with each of the chosen solutions, aligning with technical and business objectives discussed during the workshop. Once document is complete, Seller will then present findings to Customer and provide recommended next steps such as further pre-sales engagement, engineering-led planning and design sessions, etc.

CUSTOMER RESPONSIBILITIES

1. Provide current network diagrams listing current L2 and L3 protocols, existing links, capacity, utilization, and application requirements for all current network facilities
2. Provide Service-Provider QoS capabilities
3. Ensure that appropriate Customer personnel will be available throughout the entire workshop engagement

PROJECT ASSUMPTIONS

1. Customer gathering is expected to last 1-2 days. During this time collaboration with Customer's complete stakeholders' team is expected to be 6-8 hours on the first day, and 2-4 hours on the second day. These days may not be consecutive.

OUT OF SCOPE

1. High-level architecture recommendations will be provided as part of this engagement. Design, deployment, reconfiguration, or remediation based on those recommendations is out of scope.
2. Configuration review of any equipment
3. Physical assessment of equipment including items such as power and cabling

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

Item(s) Provided to Customer

Table – Item(s) Provided to Customer

Item	Description	Format
Advisory report	Report of infrastructure readiness and high-level architecture recommendations	PDF

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.

- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

1. **Kickoff Meeting**
    - Coordinate and facilitate kickoff meeting
    - Review SOW including project objectives, schedule, and logistics
    - Identify and confirm project participants
    - Discuss project prerequisites
    - Create and distribute escalation and contact lists
2. **Project Schedule or Plan**
    - Create a project plan that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.
    - Monitor project scope and expectations
    - Identify and manage project risks
    - Monitor the status and progress of the project and the quality of items provided
    - Communicate at regular intervals as agreed upon
    - Ensure project timelines, dependencies, budgets, and closure are met within the project lifecycle
3. **Status Meetings and Reports**
    - Status meetings will be conducted on a regular cadence schedule to proactively identify any issues that may arise in order to mitigate risk
    - Scheduling will be based on agreement with stakeholders, the estimated project duration, and budget available
    - Seller and Customer will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions, and conduct a budget review
    - The project management resource will document and distribute meeting notes and/or action items for all meetings, and will act as the main POC to Customer, if requested
4. **Change Management**
    - When a change to a project occurs, the Seller's project change control process will be utilized
    - The project management resource will facilitate any necessary change order(s) and administrative task(s) as necessary
5. **Project Closure**
    - Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge
    - If desired, the project team will meet to recap, answer any questions, and address project transition activities and next steps

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Services Acceleration will provide funding in the amount of $5,460.00 ("**Funding**").

The Funding will be applied to the Total Fees. Once the Funding has been exhausted, Seller's invoice(s) will reflect the balance of any fees due. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("Unit Rate") multiplied by the number of units being provided ("Billable Units") for each unit type provided by Seller (see Table below).

Services Fees of $5,460.00 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 24 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to scheduled Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	$240.00	20	$4,800.00
Project Manager – Per Hour	$165.00	4	$660.00
Subtotal		**24**	**$5,460.00**
Less Services Acceleration funding			***($5,460.00)***
Estimated Totals			**$0.00**

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 Client 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 Client 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 Client'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.

EXPENSES

When Seller's personnel are located more than 60 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller's personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of $85/hour. Seller will make efforts to schedule appropriate personnel from Seller's offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller's ability to

do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller's reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

TRAVEL NOTICE

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC	**WILLIAMSON COUNTY, TX**
By: Jeni Kapelinski Digitally signed by Jeni Kapelinski Date: 2022.11.30 10:50:31 -06'00'	By:
Name:	Name:
Title:	Title:
Date:	Date:
Mailing Address:	Mailing Address:
200 N. Milwaukee Ave.	
Vernon Hills, IL 60061	

Commissioners Court - Regular Session **20.**

Meeting Date: 12/06/2022

Livestock Wranglers Contract - Termination Letters

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve termination of contract for livestock wrangler services for the sheriff's office between Williamson County and Garett Chick and authorize county judge to sign notification letter of termination of agreement.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Termination Letter - Chick

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/29/2022 10:44 AM
Form Started By: Terri Countess		Started On: 11/28/2022 02:57 PM
Final Approval Date: 11/29/2022		

OFFICE OF WILLIAMSON COUNTY JUDGE

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX

December 6, 2022

Via certified United States Mail
Mr. Garett Chick
10280 Lark Trl.
Salado, Texas, 76571

In re: ***Notice of Contract Termination with Williamson County, Texas Effective January 5, 2022***

To Whom It May Concern:

The Williamson County Sheriff's Department is currently in a contract with you as referenced above. The Williamson County Commissioners Court has approved changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in the contract, which allows for termination, the relevant provision states as follows:

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

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties for services, and such termination will be effective at the end of business on January 5, 2023.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

_____

Hon. Bill Gravell
Williamson County Judge

cc: Williamson County Auditor's Office
Williamson County Sheriff's Department

BG/me

Commissioners Court - Regular Session **21.**

Meeting Date: 12/06/2022

Livestock Wranglers Contract - Termination Letter

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve termination of contract for livestock wrangler services for the sheriff's office between Williamson County and George Stefek and authorize county judge to sign notification letter of termination of agreement.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Termination Letter - Stefek

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/29/2022 11:08 AM
Form Started By: Terri Countess		Started On: 11/29/2022 10:45 AM
Final Approval Date: 11/29/2022		

OFFICE OF WILLIAMSON COUNTY JUDGE

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX

December 6, 2022

Via certified United States Mail
Mr. George Stefek
2951 CR 360
Bartlett, Texas 76511

In re: ***Notice of Contract Termination with Williamson County, Texas Effective January 5, 2022***

To Whom It May Concern:

The Williamson County Sheriff's Department is currently in a contract with you as referenced above. The Williamson County Commissioners Court has approved changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in the contract, which allows for termination, the relevant provision states as follows:

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

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties for services, and such termination will be effective at the end of business on January 5, 2023.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

_____

Hon. Bill Gravell
Williamson County Judge

cc: Williamson County Auditor's Office
Williamson County Sheriff's Department

BG/me

Commissioners Court - Regular Session **22.**

Meeting Date: 12/06/2022

Approval of Agreement with for Temporary Labor Services with HireQuest LLC for Williamson County Expo Center for Parks Department

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service agreement #202354 with HireQuest LLC for temporary labor services at the quoted bill rate of $19.95 per hour as needed at the Williamson County Expo Center, 5350 Bill Pickett Trail, Taylor, TX 76574 with budgeted amount of $5,000.00 and authorizing the execution of this agreement.

Background

The service agreement addresses the temporary staffing needs for the Expo Center facility with additional staffing before, during and after special events, such as the County Fair and Rodeo, on an as-needed basis through September 30, 2023. The department obtained three quotes. Funding source is 01.0100.3106.004100. Point of contract is Jason Brown.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Agreement

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/01/2022 09:00 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:51 AM
Form Started By: Stephanie Robles		Started On: 11/30/2022 04:24 PM
Final Approval Date: 12/01/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES AGREEMENT
(Temporary Labor for Expo Center)

(HireQuest LLC)

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

I.

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

A. As described in Rate and Staffing Agreement for Temporary Labor Services dated September 21, 2022, which is incorporated herein as if copied in full.

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

II.

Effective Date and Term: This Agreement shall be in full force and effect when signed by all parties and shall continue through September 30, 2023. This Agreement may be renewed for additional twelve (12) month terms upon approval of a written renewal

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

III.

Consideration and Compensation: Service Provider will be compensated based on a fee schedule set forth in attached **Rate and Staffing Agreement for Temporary Labor Services dated September 21, 2022 and incorporated herein as if copied in full.** Additionally, payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

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

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

COVERAGE	PER PERSON	PER OCCURRENCE

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

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

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

V.

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

A. HireQuest Rate and Staffing Agreement for Temporary Labor Services dated September 21, 2022; and

B. Any required insurance certificates evidencing required coverages.

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

VI.

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

VII.

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

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

VIII.

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

IX.

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

X.

Termination: This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Agreement.

XVII.

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

XVIII.

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

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	_____
County Judge	Authorized Signature
_____	Jennifer Reed
Printed Name	Printed Name
Date: _____, 2022	Date: 11-1, 2022

(HireQuest LLC Rate and Staffing Agreement dated September 21, 2022, which is incorporated herein as if copied in full.)

RATE AGREEMENT

Branch: _____ **Salesperson:** Jen **Date:** 9/21/22

Customer Name: _____ **Customer ID:** _____

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

Jobsite Address: _____

Certified Payroll: _____

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

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

SKILL RATES

SKILL:	General labor	Bill Rate :	$19.95
SKILL:		Bill Rate :	
SKILL:		Bill Rate :	
SKILL:		Bill Rate :	

_____ _____
Transportation / Mileage Background Checks

_____ _____
Drug Screen Other (Please Specify)

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

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

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

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

PLEASE SIGN BELOW
RETURN ORIGINAL-COMPLETED FORM TO YOUR OFFICE

_____ _____
Client Authorized Signature Client Email

_____ _____
Client Printed Name Date

_____
Client Title

Jen Reed
_____
HireQuest Representative

Commissioners Court - Regular Session **23.**

Meeting Date: 12/06/2022

Approval of Agreement for Temporary Labor Services with L.C. Personnel, Inc.

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service agreement #202355 with L.C. Personnel, Inc. d/b/a Labor Finders for temporary labor services at the quoted bill rate of $18.69 per hour as needed at the Williamson County Expo Center, 5350 Bill Pickett Trail, Taylor, TX 76574 with budgeted amount of $5,000.00 and authorizing the execution of this agreement.

Background

The service agreement addresses the temporary staffing needs for the Expo Center facility with additional staffing before, during and after special events, such as the County Fair and Rodeo, on an as-needed basis through September 30, 2023. The department obtained three quotes. Funding source is 01.0100.3106.004100. Point of contract is Jason Brown.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Agreement

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/01/2022 09:02 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:52 AM
Form Started By: Stephanie Robles		Started On: 11/30/2022 04:43 PM
Final Approval Date: 12/01/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES AGREEMENT
(Temporary Labor for Expo Center)

(L.C. Personnel, Inc. d/b/a Labor Finders)

THIS SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County" or "Client"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **L.C. Personnel, Inc. d/b/a Labor Finders, P.O. Box 736, Georgetown, TX 78627**, (hereinafter "Service Provider" or "Labor Finders"). The County agrees to engage Service Provider as an independent Contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. As described in Rate Quotation dated September 23, 2022, which is incorporated herein as if copied in full.

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

II.

Effective Date and Term: This Agreement shall be in full force and effect when signed by all parties and shall continue through September 30, 2023. This Agreement may be renewed for additional twelve (12) month terms upon approval of a written renewal

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

III.

Consideration and Compensation: Service Provider will be compensated based on a fee schedule set forth in attached **Rate Quotation dated September 23, 2022, and incorporated herein as if copied in full.** Additionally, payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

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

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

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

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

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

V.

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

A. Labor Finders Rate Quotation dated September 23, 2022; and

B. Any required insurance certificates evidencing required coverages.

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

VI.

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

VII.

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

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

VIII.

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

IX.

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

X.

Termination: This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Agreement.

XVII.

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

XVIII.

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

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

WILLIAMSON COUNTY:

_____
County Judge

_____
Printed Name

Date: _____, 2022

SERVICE PROVIDER:

_____
Authorized Signature

Vince Leggett
Printed Name

Date: October 19th, 2022

(Labor Finders LLC Rate Quotation dated September 23, 2022, which is incorporated herein as if copied in full.)

Quotation

Quotation No: [redacted] **Date:**09/23/2022
Valid Until: 10/23/2022

Prepared For:	Williamson County Expo Center	**Prepared By:**	**L.C. Personnel, Inc.**
Customer No:	21-4-2441	Office:	Georgetown
Attention:	Clifton Ischy	Quoted By:	Fabiola N. Rodriguez
Title:	Assistant General Manager	Title:	Office Manager
Address:	210 Carlos G. Parker Blvd. Taylor, TX 76574	Address:	P.O. Box 736 Georgetown, TX 78627-0736
Phone/Fax:	(512) 352-4118 / ( ) -	Phone/Fax:	(512) 930-4820 / (512) 930-4821
		Email:	georgetown@laborfinders.com

Position	Job Description	Bill Rate
General Labor	Event Preparation	$18.69

Labor Finders provides employee recruitment and provides its employees with workers compensation insurance. It also administers a program to assure that employment taxes, withholding, and the administration of all payroll and related functions are properly managed.

This quote does not include other expenses such as drug testing, employment physicals, etc. Should any of these items be required these expenses will be added to your invoice. Higher rates may apply by reason of any Government contract, any such prevailing or living wage law, contract specifications or Customer's request (including any overtime work).

Thank you for the opportunity to provide this quotation. Labor Finders goal is to provide your company with the best possible service and to help improve your productivity through the use of our staffing services. We welcome the opportunity to work with your company and look forward to earning the privilege to be your business partner.

If you accept this quotation, please sign and return to our office. Please contact us at (512) 930-4820 if you have any questions.

_____ _____

Authorized Customer Signature Date

THANK YOU FOR CONSIDERING OUR SERVICES !
For more information about our company and services please visit us at
www.laborfinders.com

Commissioners Court - Regular Session **24.**

Meeting Date: 12/06/2022

Approval of Award of RFQ #21RFSQ2 for N Jail Water System Analysis Project to Johnston, LLC for Facilities Management 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 a Professional Service Agreement under RFQ #21RFSQ2 providing continuing engineering services for the North Jail Water System Analysis Project to Johnston, LLC in the amount up to $30,000.00 and authorize execution of the agreement.

Background

The consultant is recommended for award on an as-needed basis through RFQ #21RFSQ2. Johnston, LLC is being recommended for this particular project for their expertise on related projects. The funding source is 01.0100.1008.004510 and the point of contact is Trenton Jacobs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA Johnston

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/01/2022 10:00 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:39 AM
Form Started By: Johnny Grimaldo		Started On: 11/30/2022 01:36 PM
Final Approval Date: 12/01/2022		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **North Jail Water System Analysis** ("Project")

ARCHITECT/
ENGINEER: **Johnston, LLC**("A/E")
J. Alan Johnston, Jr., P.E., President
2603 Augusta Dr., Suite 1600
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 **analyze the water softening system and hot water plumbing to remedy leaks and develop tailored operating instructions**; 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 **Thirty Thousand Dollars ($ 30,000)** 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 **Three Hundred Dollars ($ 300)**.

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
J. Alan Johnston, Jr., P.E., President
2603 Augusta Dr., Suite 1600
Houston, TX 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
2603 Augusta Dr., Suite 1600
Houston, TX 77057

Attention: J. Alan Johnston, Jr., P.E.
President

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services 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. Should this process need to be repeated due to lack of quality assurance coordination between the components of A/E Work Product, County shall deduct **One Thousand Dollars ($ 1,000)** from the A/E 's Basic Fee for each occurrence 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:
Johnston, LLC

By: _____
Signature

Joseph Alan Johnston, Jr
Printed Name

President
Title

Date Signed: 11/29/2022

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Exhibit C – *Production Schedule*. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner

that is suitable for the bidding and awarding of a construction contract.

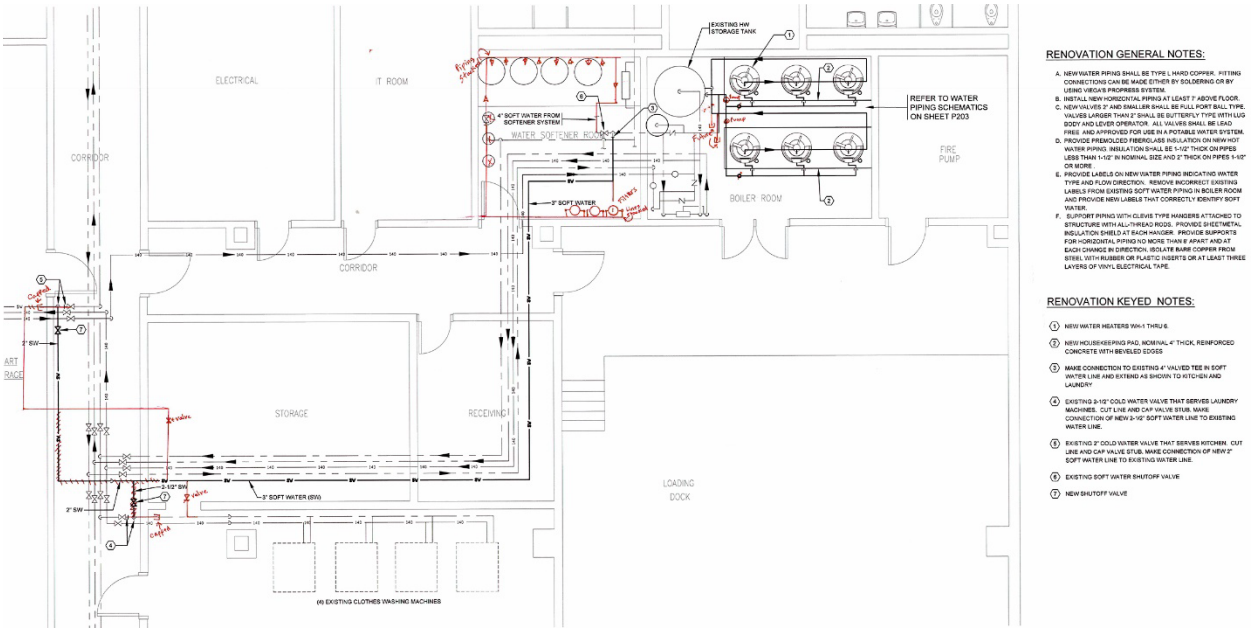
Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project Name_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is 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:

Willimson County Jail – North Building
306 W. 4th St.
Georgetown, TX 78626
1008-4510



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 – ANALYSIS & FINDINGS – Draft Report

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Review plans, specs, cutsheets, submittals, start-up reports, sequence of operations, and Cx documents (if available).

B. Perform site visits as required to review existing conditions and operations.

C. Coordinate collection of (2) raw water samples and (2) conditioned water samples taken immediately after brine flush.

D. Coordinate collection of (2) raw water samples and (2) conditioned water samples taken 48 hours after brine flush.

E. Prepare a Draft Report in a form acceptable to County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - RECOMMENDATIONS – Final Report and Operation Instructions

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with County and immediately advise County of any unusual requirements or features not apparent during the previous phase.

B. Incorporate County comments into Draft Report information.

C. Prepare a Final Report in a form acceptable to County (to include current and recommended operations and descriptions other remedies necessary to correct ongoing issues).

D. Prepare site specific operational instructions in both electronic PDF form and a printed and laminated manual for posting at the site.

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:		**$**	**30,000**	100%
100%	**Johnston, LLC**	**$**	**30,000**	
Phase I - ANALYSIS & FINDINGS		**$**	**20,000**	67%
	Johnston, LLC	$	20,000	
Phase II - RECOMMENDATIONS		**$**	**10,000**	33%
	Johnston, LLC	$	10,000	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Ninety (90) 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 (21) calendar days.

Agreement Execution Date	**12/06/22**
Phase I - ANALYSIS & FINDINGS	
Draft Report deliverable	01/10/23
County written authorization to proceed to next phase	01/31/23
Phase II - RECOMMENDATIONS	
Final Report and Operation Manual deliverables	02/14/23
Agreement Termination Date	**03/06/23**

EXHIBIT D

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted, or amended at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is not satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of County shall control as to the required actions of vendor and when such invoice must be paid by County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 County will only cover costs associated with travel on vendors outside a 50-mile radius from Williamson County, Texas.

2.2 County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor shall not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends, or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50-mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50-mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt shall include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single

room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 County will only reimburse up to a coach price fare for air travel.

5.2 County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of **Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d)**, all expense reimbursement requests must include the following:

7.2.1 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage shall be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its

contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expenses

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)

10.5 Movie rentals

10.6 Damage to personal items

10.7 Flowers/plants

10.8 Greeting cards

10.9 Fines and/or penalties

10.10 Entertainment, personal clothing, personal sundries, and service

10.11 Transportation/mileage to places of entertainment or similar personal activities

10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available

10.14 Excessive weight baggage fees or cost associated with more than two airline bags

10.15 Auto repairs

10.16 Babysitter fees, kennel costs, pet, or house-sitting fees

10.17 Saunas, massages, or exercise facilities

10.18 Credit card delinquency fees or service fees

10.19 Doctor bills, prescription and other medical services

10.20 Hand tools

10.21 Safety Equipment (hard hats, safety vests, etc.)

10.22 Office Supplies

10.23 Lifetime memberships to any association

10.24 Donations to other entities

10.25 Any items that could be construed as campaigning

10.26 Community outreach items exceeding $2 per item

10.27 Technology Fees

10.28 Sales tax on goods purchased

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

    b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;

    d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and

    e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Johnston, LLC

Signature of Certifying Official

Joseph Alan Johnston, Jr.

Printed Name of Certifying Official

President

Title of Certifying Official

11/29/2022

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 J. Alan Johnston, Jr. (Signatory Name), the President (Signatory Title) of Johnston, LLC (Entity Name), on behalf of said firm.

Notary Public in and for the
State of Texas

My commission expires: 6/29/2026

Tonya Pitts Carvajal
My Commission Expires
6/29/2026
Notary ID 128303691

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

Commissioners Court - Regular Session **25.**

Meeting Date: 12/06/2022

Approval of Purchase for Building Automation System Expansion with Automated Logic Contracting Services, Inc. for Facilities Management Department

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving proposal #202386 with Automated Logic Contracting Services, Inc. for the purchase of expanding the Automated Logic WebCTRL Building Automation System at Williamson County, in the amount of $32,591.13 pursuant to BuyBoard Contract #631-20 and authorizing the purchase.

Background

Requisition # 130266 was submitted by the Facilities Management Department to expand the Building Automation System (BAS) at ten (10) locations within Williamson County as listed in the proposal. Approval of this expansion will allow Williamson County to monitor emergency generators through the existing BAS through necessary engineering, software, hardware and project management. The scope of work includes alarms, graphics, monitoring of emergency generators, hardware, software, engineering, and on-site coordination as defined in proposal. A current Master Service Agreement with Automated Logic Contracting Services, Inc. was approved by Commissioner's Court on 02-01-2022. Funding source is 01.0100.0509.004509 . Department points of contract are Gina Wrehsnig or Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/01/2022 10:45 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:47 AM
Form Started By: Stephanie Robles		Started On: 11/30/2022 02:13 PM
Final Approval Date: 12/01/2022		

BUILDING AUTOMATION SYSTEM PROPOSAL

Automated Logic

Williamson County Generator Monitoring

Prepared For: Williamson County
Attn: Daniel Shea
Project Info: Williamson County
Various Buildings

Date: November 15, 2022

Prepared By: Jake Stuckey | *Service Sales Engineer*
M: (512)550-0851
Jake.stuckey@carrier.com

Terms: This proposal is subject to the MSA between Automated Logic Contracting Services, Inc. and Williamson County, Texas that was approved by the Williamson County Commissioners Court on February 1, 2022 and is incorporated herein as if copied in full.

Project Description:
Automated Logic is pleased to provide the enclosed proposal to expand the Automated Logic WebCTRL Building Automation System (BAS) at Williamson County. The scope of work is based on the attached specification (SOP 301-1225) attached to this proposal. This expansion will allow Williamson County to monitor emergency generators through the existing BAS. Automated Logic will provide all necessary engineering, software, hardware, and project management to complete this solution. Williamson County will provide all installation labor for the various generator monitors. The system database for this project, including programs, software, and graphics, will be installed on the existing WebCTRL server.

Scope of Work

- Provide alarms, graphics, and monitoring of emergency generators and primary power at the following sites:

Georgetown Health Dept 102 W. 3rd St, Georgetown	**North Campus- Impound Yard** 3181 SE Inner Loop, Georgetown
Taylor Health Dept. 115 W. 6th St., Taylor	**North Campus – EMS Training** 3189 SE Inner Loop, Georgetown
Cedar Park Annex 350 Discovery Blvd, Cedar Park	**North Campus – Fuel Station** 3161 SE Inner Loop, Georgetown
WCCHD 355 Texas Ave, Round Rock	**Justice Center** 405 MLK, Georgetown
Round Rock Annex Bldg A 211 Commerce Cove, Round Rock	**Central Maintenance Facility** 3151 SE Inner Loop, Georgetown

Option 1: Generator Status
Option 2: Generator Power Meter
Option 3: Primary Power Meter + Generator Power Meter

- Provide hardware, software, engineering, and on-site coordination as defined in the attached scope of work. All installation by owner/others.

Scope Clarifications & Exclusions

Clarifications:

- All hardware installation and wiring will be completed by owner. Submittals will be provided to owner with wiring instruction. Depending on scope, hardware consists of controllers, panels, current transformers, wiring, conduit, and/or controller panels.
- All power monitoring will be hardwired through primary power/generator power transfer switches inside mechanical rooms.
- Generator monitoring controls will link into existing building automation systems. The nearest DDC panel location will be used to house the new controls. If a panel needs to be added it will be done at the owner's expense.
- ALC will furnish programming/graphics and check out for generator monitor operation.
- ALC is providing all DDC control modules, enclosures, software, engineering, and field devices specified.
- Owner installation of all hardware will be completed within 6 months of receiving material.

Exclusions:

- Installation of hardware, wire, or conduit.
- Provisions or Monitoring of any Gas meters or Water meters.
- Uninterrupted power supply (UPS)
- Generator controller integration
- DDC Panels
- Prevailing wage rates and certified payroll are excluded from this proposal.
- Project price excludes all scope of work associated with fire dampers, fire/smoke/automatic dampers, smoke detectors, fire alarm system, or any other Life Safety Equipment.
- Bonding is not included.
- Any work not listed above.
- All work is to be performed during normal business hours unless otherwise noted.

Project Cost

Generator Site	Individual Cost	Generator Site	Individual Cost
Georgetown Health Dept 102 W. 3rd St, Georgetown	$2,306.11	**North Campus- Impound Yard** 3181 SE Inner Loop, Georgetown	$2,306.11
Taylor Health Dept. 115 W. 6th St., Taylor	$2,306.11	**North Campus – EMS Training** 3189 SE Inner Loop, Georgetown	$4,004.23
Cedar Park Annex 350 Discovery Blvd, Cedar Park	$2,306.11	**North Campus – Fuel Station** 3161 SE Inner Loop, Georgetown	$4,004.23
WCCHD 355 Texas Ave, Round Rock	$4,004.23	**Justice Center** 405 MLK, Georgetown	$5,043.66
Round Rock Annex Bldg A 211 Commerce Cove, Round Rock	$2,306.11	**Central Maintenance Facility** 3151 SE Inner Loop, Georgetown	$4,004.23

Total Cost..... $32,591.13

Pricing does not include sales, use, and other similar taxes, which may be imposed by local, state, and/or federal government on all new work. If claiming tax exemption on this project, please include a Tax Exempt or Resale Certificate with acceptance of this proposal. This pricing is valid for 45 days from the above date.

Thank you for your consideration of Automated Logic for this project. We look forward to working with you and your team on this opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.

Jake Stuckey

Jake Stuckey
Service Sales Engineer
Automated Logic
M: (512)550-0851
jake.stuckey@carrier.com

Automated Logic Contracting Services, Inc. will not proceed with any work, including submittals without a signed proposal, approved purchase order or executed contract.

PROCEED AS INDICATED:

AUTOMATED LOGIC	CUSTOMER:
Jose Vazquez	
Name Jose Vazquez Digitally signed by: Jose Vazquez DN: CN = Jose Vazquez email = jose.vazquez1@carrier.com C = US O = Sales OU = Automated Logic Date: 2022.11.30 17:20:01 -06'00'	Customer Name
Signature Date	Signature Date
Sales Manager	
Title	Title PO Number

BuyBoard Proposal

BuyBoard No. 631-20: HVAC Equipment, Supplies, and Installation of HVAC Equipment and the MSA between Automated Logic Contracting Services, Inc. and Williamson County, Texas that was approved by the Williamson County Commissioners Court on February 1, 2022 are incorporated herein as if copied in full.

Commissioners Court - Regular Session **26.**

Meeting Date: 12/06/2022

Approval of Termination of Contract #22IFB113 Brushy Creek and Fern Bluff Intersections Milling and Inlay for Road an Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to terminate agreement for Construction Services Contract #22IFB113 between Williamson County and Blacksmith Ventures, LLC dated effective July 13, 2022, for Brushy Creek and Fern Bluff Intersections Milling and Inlay, and authorizing the execution of the termination document.

Background

This contract was awarded July 13, 2022, and work began September 7, 2022. The contractor's work performed has met specifications with exception to the daily production rate. The daily production rate has been slow which has caused inconvenience to the traveling public. The work remaining in the contract requires a higher production rate than the contractor can accomplish. Additionally, the work remaining will require the temporary closure and detour of a heavily traveled intersection with a short duration to complete. Based on the contractor's performance and the increased daily production rate needed for the remainder of the contract, we are recommending termination of this contract. Notice of contract termination letter is attached. At this time there are no additional funds to be paid. Department Point of Contact is James Williams.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation to Terminate Letter

Agreement to Terminate

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/01/2022 09:15 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:29 AM
Form Started By: Kim Chappius		Started On: 11/29/2022 03:12 PM
Final Approval Date: 12/01/2022		

WILLIAMSON COUNTY
1848

October 13, 2022

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation to Terminate Contract
Brushy Creek and Fern Bluff Intersections Milling and Inlay
Contract #22IFB113

The contractor is not able to meet daily production goals for intersection paving and is causing inconvenience to the travelling public. The contract work left to be performed has higher daily production goals and complexity for traffic detour operations. Based on the Contractor's performance and the increased daily production needs for the remainder of contract, I recommend to the Williamson County Commissioners Court that they terminate this contract with Blacksmith Ventures, LLC.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

AGREEMENT TO TERMINATE AGREEMENT FOR CONSTRUCTION SERVICES

Project: **Brushy Creek and Fern Bluff Intersections Milling and Inlay - IFB Solicitation #22IFB113 ("Project")**

Contractor: **Blacksmith Ventures, LLC ("Contractor")**
1136 Main
Jacksboro, Texas 76458

This Agreement To Terminate that certain Agreement for Construction Services ("Termination") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document, by and between Williamson County, Texas a body corporate and politic under the laws of the State of Texas ("County") and Contractor.

RECITALS

WHEREAS, County and Contractor are parties to that certain Agreement for Construction Services dated effective July 13, 2022, being awarded to Contractor under Williamson County Invitation for Bid (IFB) Solicitation #22IFB113 ("Agreement"), wherein Contractor agreed to provide milling and inlay construction services in connection with the Project;

WHEREAS, County and Contractor desire to terminate the Agreement as of the Effective Date of Termination set out herein below.

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

ARTICLE 1
TERMINATION OF AGREEMENT

1.1 Termination.
On the terms set forth herein, County and Contractor mutually agree to terminate the Agreement.

1.2 Effective Date of Termination.
The Effective Date of Termination of the Agreement shall be December 6, 2022.

1.3 Completed and Uncompleted Work.

1.3.1 As of the Effective Date of Termination, as set out herein below, County and Contractor agree that Contractor has fully completed the Work set forth in Exhibit "A" with such completion having occurred as of the dates denoted in said Exhibit "A" ("Completed Work").

1.3.2 As of the Effective Date of Termination, as set out herein below, County and Contractor agree that Contractor has not commenced or completed the Work set forth in Exhibit "B" ("Uncompleted Work").

1.4 Full Payment; Waiver and Release by Contractor; Warranty of Payment

Contactor hereby agrees that it has been paid by County in full for all labor, services, equipment, or materials furnished on the Project prior to the Effective Date of Termination. For and in consideration of such full payment made by County, the sufficiency of which is acknowledged by Contractor, Contractor, for and on behalf of itself and all persons claiming by, through or under it, hereby releases and forever discharges the County, its Commissioners Court, and all of their officers, directors, employees, attorneys, agents and servants and their respective predecessors, successors and assigns, of and from, any and all claim, loss, liability, damage, cost or expense that arises out of or relates to the Agreement or the Project, from the commencement of the Work through the Effective Date of Termination and whether for contract balances, extra or additional work, change orders, delays, acceleration, disruption, lost productivity or inefficiency, cost escalation, extended home or field office overhead or expense, interest, penalties for late payment, attorneys' fees, or any other financial or economic loss or damage of any kind or nature, and whether arising in tort (including negligence and negligent misrepresentation), in contract or otherwise. Contractor further warrants that it has already paid in full all of the Contractor's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the Project as of the Effective Date of Termination.

1.5 No Waiver by County

Contractor acknowledges and agrees that County is not releasing Contractor from any liability as to the Completed Work that was performed prior to the Effective Date of Termination and that County's agreement to the terminate the Agreement shall not serve as a waiver of claims arising out of any failure of Contractor's Completed Work to comply with the terms of the Agreement, which may be unknown to the County as of the Effective Date of Termination, nor is County waiving any of the terms and conditions of any warranties required under the Agreement as to the Completed Work.

1.6 Obligations Under Agreement Following Termination.

Contractor shall have no obligation to perform any of the Uncompleted Work and County hereby releases Contractor from any obligations to perform such Uncompleted Work following the Effective Date of Termination. County and Contractor shall have no continued obligations under the Agreement after the Effective Date of Termination, with the exception of any obligations accruing prior to the Effective Date of Termination and any obligations that extend beyond the

Effective Date of Termination under the terms of the Agreement, which shall include, but not be limited to commissioning and warranty responsibilities in relation to the Completed Work or indemnification obligations, insurance obligations and bond obligations in relation to the Completed Work.

ARTICLE 2
GENERAL PROVISIONS

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

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

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

ARTICLE 3
SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Termination to be signed in its name by its duly authorized Presiding Officer, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND OR MODIFY THIS TERMINATION, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

Contractor:

Blacksmith Ventures, LLC

By: _____

Julie Watson-Hayhurst
Printed Name

CEO
Title

Date Signed: 11-22-22

County:

Williamson County, Texas

By: _____
Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

Exhibit "A"

Completed Work

EXHIBIT A
(WORK WAS COMPLETED ON SEPTEMBER 12, 2022 PER 22IFB113)

1" = 10'

MILL 2", TACK COAT, AND INLAY 2" HMAC TYPE D

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE
3151 S.E. INNER LOOP
GEORGETOWN, TEXAS 78626
512-943-3330
www.wilco.org

NO	DESCRIPTION	BY	DATE

BRUSHY CREEK AND FERN BLUFF INTERSECTIONS

PIN OAK LN, GREAT OAKS DR, AND OAK MEADOW DR, PINE OAK LN AND OAK RIDGE DR

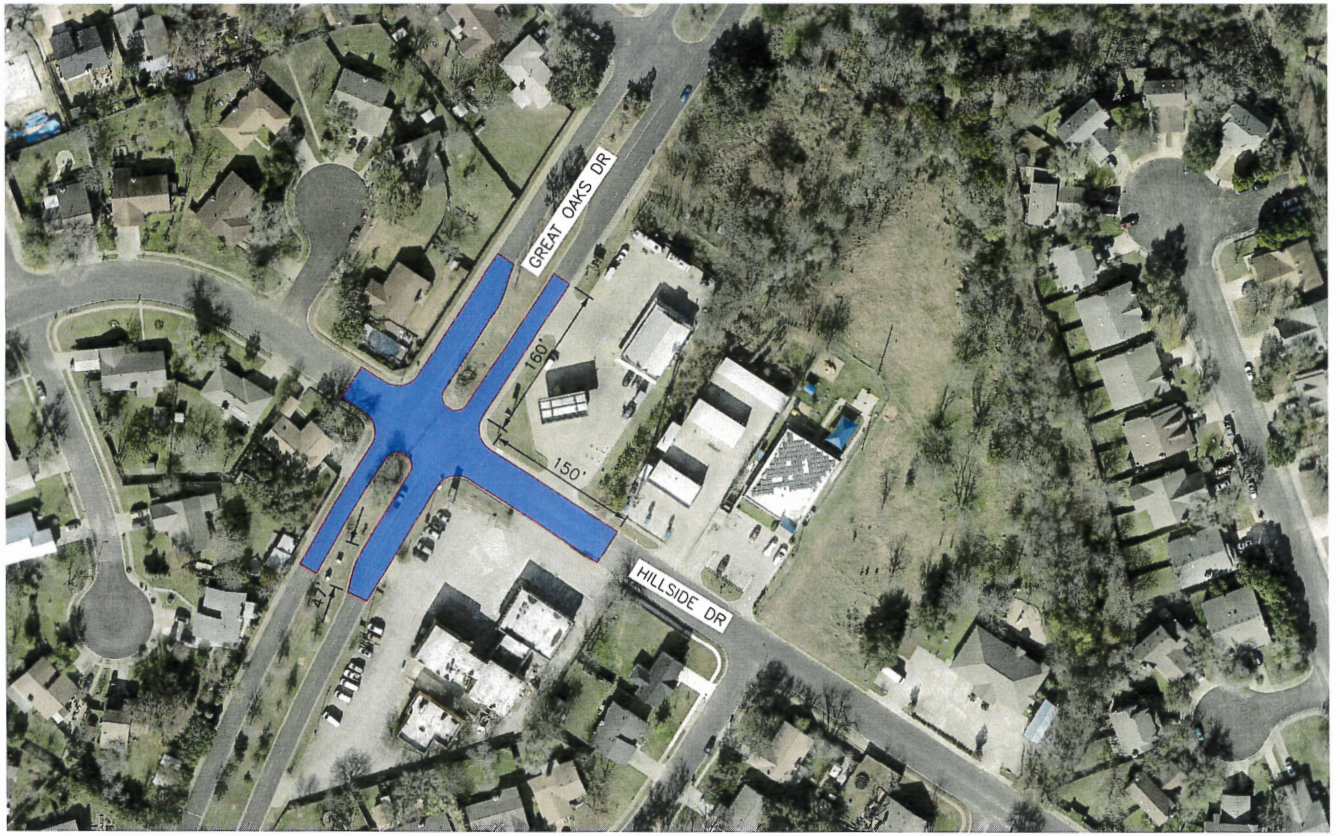
WILLIAMSON COUNTY
TEXAS

PROJECT: Brushy Creek
DATE: 10/26/2022
DESIGNED: MVN
DRAWN: MVN
REVIEWED: KOK

SHEET
1 OF 3

x:*Brushy*creek*PLAN*Pin oak*oak meadows - Copy.dgn
10/26/2022 4:08:21 PM

EXHIBIT A
(WORK WAS COMPLETED ON SEPTEMBER 15, 2022 PER 22IFB113)



N

1" = 10'

MILL 2", TACK COAT, AND INLAY 2" HMAC TYPE D

NO	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE
3151 S.E. INNER LOOP
GEORGETOWN, TEXAS 78626
512-943-3330
www.wilco.org

BRUSHY CREEK AND FERN BLUFF
INTERSECTIONS

GREAT OAKS DR AND HILLSIDE DR

WILLIAMSON COUNTY
1848

PROJECT: Brushy Creek
DATE: 10/26/2022
DESIGNED: MVN
DRAWN: MVN
REVIEWED: KOK

SHEET
2 OF 3

xA2+Brushy+creek+PLAN+HILLSIDE DR - Copy.dgn
10/26/2022 4:12:20 PM

EXHIBIT A
(WORK WAS COMPLETED ON SEPTEMBER 20, 2022 PER 22IFB113)

N

1" = 10'

MILL 2", TACK COAT, AND INLAY 2" HMAC TYPE D

NO.	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE
3151 S.E. INNER LOOP
GEORGETOWN, TEXAS 78626
512-943-3330
www.wilco.org

BRUSHY CREEK AND FERN BLUFF INTERSECTIONS

POCONO DR, MORGAN HILL TRL, AND O'CONNOR DR

WILLIAMSON COUNTY

PROJECT: Brushy Creek
DATE: 10/26/2022
DESIGNED: MVN
DRAWN: MVN
REVIEWED: KQK

SHEET
3 OF 3

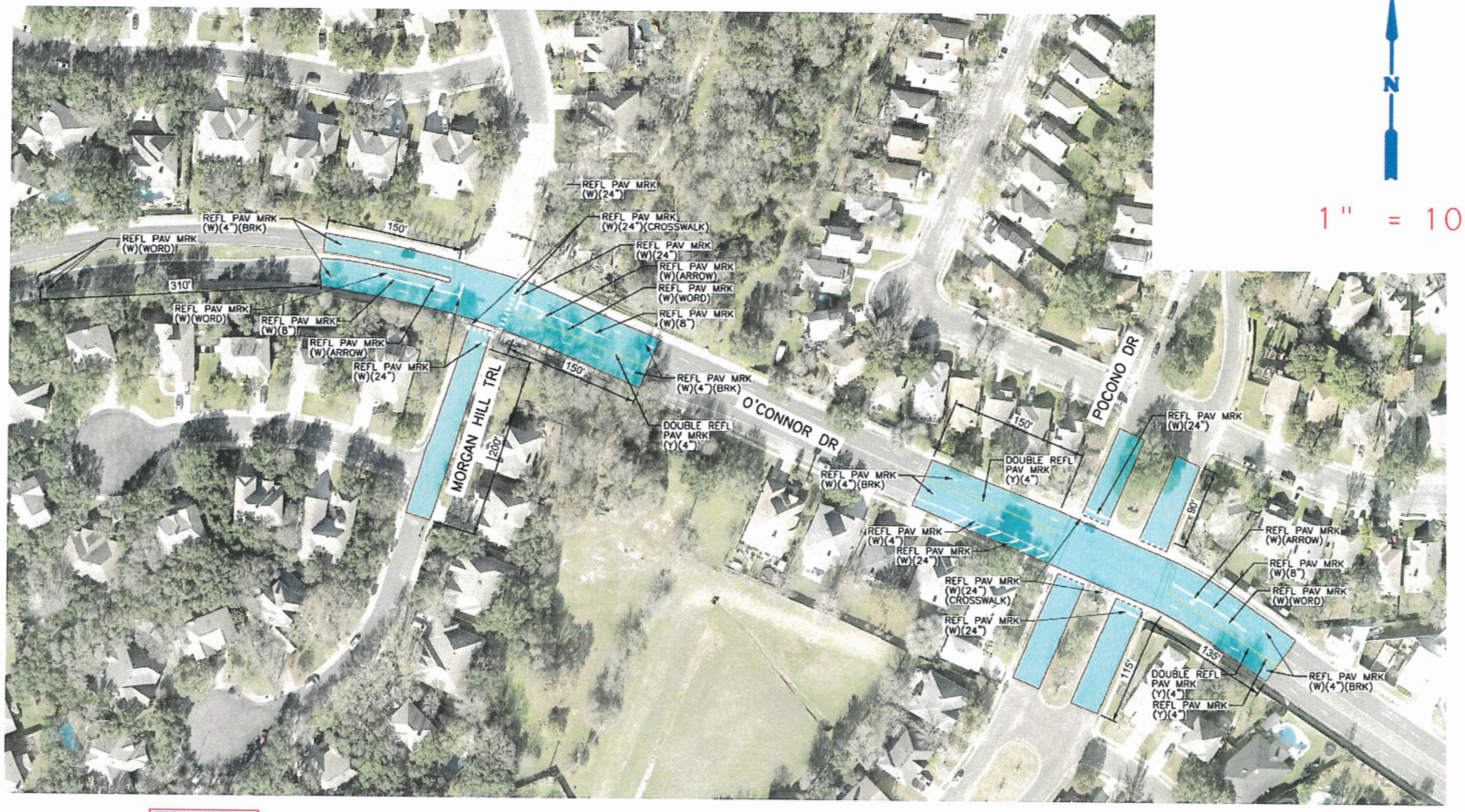
xA3+Brushy+creek+Pocono.dgn
10/26/2022 4:15:32 PM

Exhibit "B"

Uncompleted Work

(Work was not completed per 22IFB113)

EXHIBIT B
(WORK WAS NOT COMPLETED PER 22IFB113)



MILL 2", TACK COAT, AND INLAY 2" HMAC TYPE D

NO	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE
3151 S.E. INNER LOOP
GEORGETOWN, TEXAS 78626
512-943-3330
www.wilco.org

BRUSHY CREEK AND FERN BLUFF INTERSECTIONS

POCONO DR, MORGAN HILL TRL, AND O'CONNOR DR

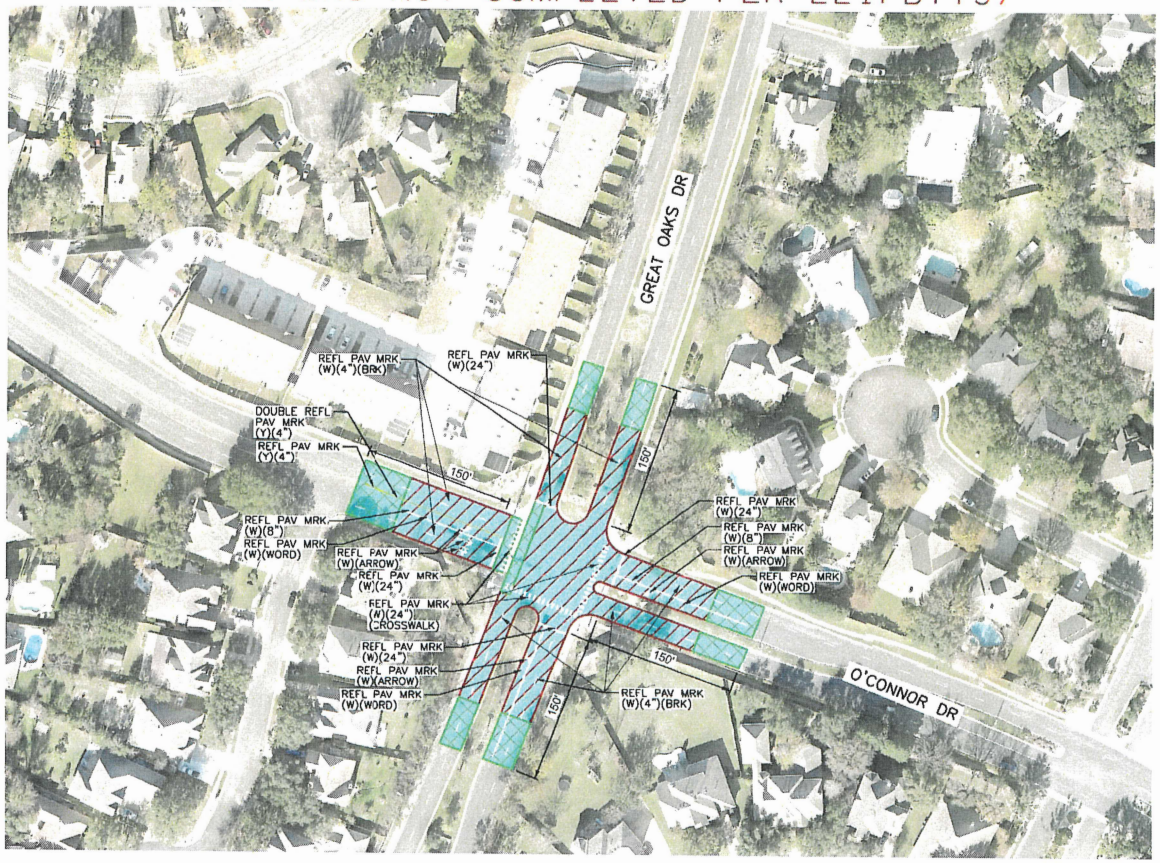
WILLIAMSON COUNTY

PROJECT: Brushy Creek
DATE: 10/7/2022
DESIGNED: MVN
DRAWN: MVN
REVIEWED: KOK

SHEET
1 OF 4

x81•Brushy•creek•PLAN•POCONO AND MORGAN HILL.dgn
10/7/2022 8:30:47 AM

EXHIBIT B
(WORK WAS NOT COMPLETED PER 22IFB113)



N

1" = 10'

MILL 4", PRIME COAT, AND INLAY 2.5" HMAC TYPE D

MILL 2.5"–4", PRIME COAT, AND INLAY 2.5" HMAC TYPE D

NO	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE
3151 S.E. INNER LOOP
GEORGETOWN, TEXAS 78626
512-943-3330
www.wilco.org

BRUSHY CREEK AND FERN BLUFF INTERSECTIONS

O'CONNOR DR AND GREAT OAKS DR

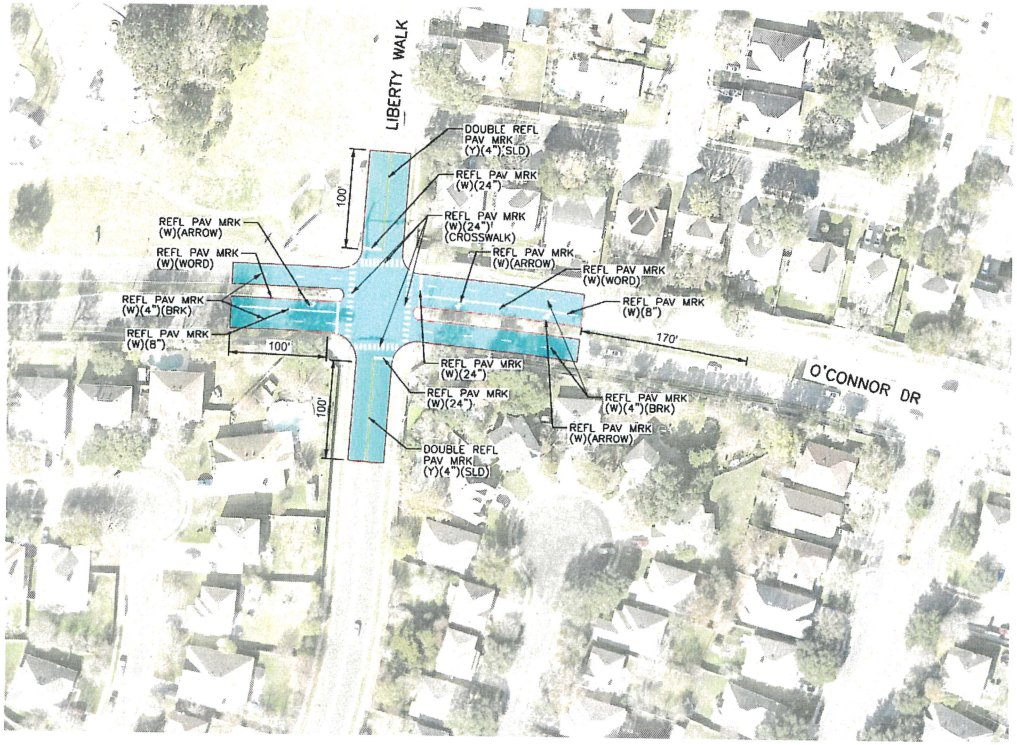
WILLIAMSON COUNTY TRIR

PROJECT: Brushy Creek
DATE: 10/7/2022
DESIGNED: MVN
DRAWN: MVN
REVIEWED: KQK

SHEET
2 OF 4

xB2*Brushy*creek*PLAN*O' CONNOR*GREAT*OAKS.dgn
10/7/2022 8:33:46 AM

EXHIBIT B
(WORK WAS NOT COMPLETED PER 22IFB113)



N

1" = 10'

MILL 2", PRIME COAT, AND INLAY 2" HMAC TYPE D

NO	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE
3151 S.E. INNER LOOP
GEORGETOWN, TEXAS 76626
512-943-3330
www.wilco.org

BRUSHY CREEK AND FERN BLUFF INTERSECTIONS

O'CONNOR DR AND LIBERTY WALK

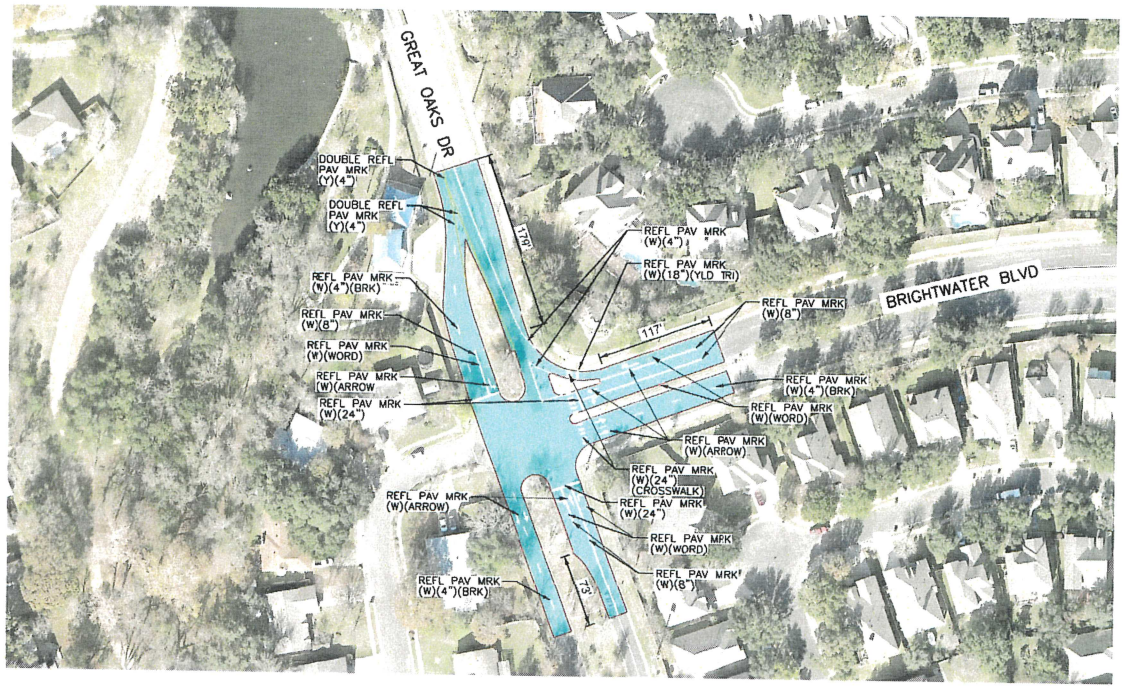
WILLIAMSON COUNTY

PROJECT: Brushy Creek
DATE: 10/7/2022
DESIGNED: M/N
DRAWN: M/N
REVIEWED: KQK

SHEET
3 OF 4

x:\B3\Brushy+creek+PLAN+LIBERTY WALK.dgn
10/7/2022 8:36:31 AM

EXHIBIT B
(WORK WAS NOT COMPLETED PER 22IFB113)



N

1" = 10'

MILL 2", TACK COAT, AND INLAY 2" HMAC TYPE D

NO	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE
3151 S.E. INNER LOOP
GEORGETOWN, TEXAS 78626
512-943-3330
www.wilco.org

BRUSHY CREEK AND FERN BLUFF INTERSECTIONS

BRIGHTWATER BLVD AND GREAT OAKS DR

WILLIAMSON COUNTY TX

PROJECT: Brushy Creek
DATE: 10/7/2022
DESIGNED: MVN
DRAWN: MVN
REVIEWED: KGK

SHEET
4 OF 4

xB4+Brushy+Creek+PLAN+Brightwater blvd.dgn
10/7/2022 8:38:45 AM

Commissioners Court - Regular Session **27.**

Meeting Date: 12/06/2022

2023 TAC Voting Member Appointment

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Robert B. Daigh, PE as Williamson County's Primary Voting Member and J. Terron Evertson, PE as Williamson County's Alternate Voting Member to the Campo Technical Advisory Committee.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 TAC Voting Member Appointment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/30/2022 01:02 PM
Form Started By: Vicky Edwards		Started On: 11/29/2022 01:08 PM
Final Approval Date: 11/30/2022		

2023 APPOINTMENT TO THE TECHNICAL ADVISORY COMMITTEE

PRIMARY VOTING MEMBER:

*Name: Robert B. Daigh, PE

*Title: Senior Director of Infrastructure

*Organization: Williamson County

*Representing: Williamson County

*Address: 3151 SE Inner Loop, Georgetown, TX 78626

*Phone: 512.943.3362

*Email: bdaigh@wilco.org

*Term Expiration: January 31, 2024

ALTERNATE VOTING MEMBER:

*Name: J. Terron Evertson, PE

*Title: County Engineer

*Organization: Williamson County

*Representing: Williamson County

*Address: 3151 SE Inner Loop, Georgetown, TX 78626

*Phone: 512.943.3330

*Email: tevertson@wilco.org

*Term Expiration: January 31, 2024

Return to: Kimberly Petty, Executive Assistant
CAMPO
3300 N. IH-35, Suite 630
Austin, Texas 78705
kimberly.petty@campotexas.org

_____
Signature of Appointing Official

***DEADLINE FOR COMPLETED FORM - DECEMBER 16, 2022**

Commissioners Court - Regular Session **28.**

Meeting Date: 12/06/2022

2023 TAC Voting Member Appointment Smaller Cities

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Tom Yantis as Williamson County's Campo Technical Advisory Committee Smaller Cities Primary Voting Member.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 TAC Voting Member Appointment Smaller Cities

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/30/2022 01:03 PM
Form Started By: Vicky Edwards		Started On: 11/29/2022 01:18 PM
Final Approval Date: 11/30/2022		

2023 APPOINTMENT TO THE TECHNICAL ADVISORY COMMITTEE

PRIMARY VOTING MEMBER – SMALLER CITIES:

*Name: Tom Yantis

*Title: Assistant City Manager and Director of Development Svcs

*Organization: City of Taylor

*Representing: City of Taylor

*Address: 400 Porter St., Taylor, TX 76574

*Phone: 512.352.3863

*Email: Tom.Yantis@taylortx.gov

*Term Expiration: January 31, 2024

ALTERNATE VOTING MEMBER – SMALLER CITIES:

*Name:

*Title:

*Organization:

*Representing:

*Address:

*Phone:

*Email:

*Term Expiration: January 31, 2024

Return to: Kimberly Petty, Executive Assistant
CAMPO
3300 N. IH-35, Suite 630
Austin, Texas 78705
kimberly.petty@campotexas.org

Signature of Appointing Official

***DEADLINE FOR COMPLETED FORM - DECEMBER 16, 2022**

Commissioners Court - Regular Session **29.**

Meeting Date: 12/06/2022

Smith Contracting 22IFB104 CO2 CR 137 Widening & Overlay

Submitted For: Terron Evertson **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 2, to contract number 22IFB104 - CR 137 Widening and Overlay, in the amount of -$296,026.89 for CR 137 Widening and Overlay. Funding source: 01.0200.0210.003599

Background

This Change Order is a balancing Change Order. All work has been completed. Original contract amount is $1,698,586.60. With the addition of Change Order No 1 in the amount of $7,950.00 and this Change Order No 2 for -$296,026.89, the final contract amount will be $1,410,509.71.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Smith Contracting 22IFB104 CO2 CR 137 Widening & Overlay

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/30/2022 12:52 PM
Form Started By: Vicky Edwards		Started On: 11/16/2022 11:49 AM
Final Approval Date: 11/30/2022		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **Smith Contracting**

2. Change Order Work Limits: Sta. _____ to Sta. _____

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	***22IFB104***
Roadway:	***CR 137***
Purchase Order Number:	

5. Describe the work being revised:

6. Work to be performed in accordance with Items:
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.	***The following information must be provided***
THE CONTRACTOR Date 11-18-22	Time Ext. #: **N/A** Days added on this CO:
By Hardin Camp II	Amount reduced by this change order: **($296,026.89)**
Typed/Printed Name HARDIN CAMP II	
Typed/Printed Title VP	

RECOMMENDED FOR EXECUTION:

11-18-22
Project Manager / Construction Observer — Date

11/22/22
Design Engineer — Date

11/22/22
Program Manager — Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

County Commissioner Precinct 1 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 — Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge — Date

WILLIAMSON COUNTY, TEXAS

Change Order 2 *Project #* 22IFB48

TABLE B: Contract Items

ITEM		DESCRIPTION	UNIT	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)		NEW		
				UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
100	6002	PREPARING ROW	STA	$3,000.00	11.00	$33,000.00	0.00	11.00	$33,000.00	$0.00
105	6059	REMOVING STAB BASE & ASPH PAV (13"-18")	SY	$25.00	4,610.00	$115,250.00	0.00	4,610.00	$115,250.00	$0.00
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	$1.50	8,332.00	$12,498.00	(3,274.00)	5,058.00	$7,587.00	($4,911.00)
164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	$0.40	8,332.00	$3,332.80	(3,274.00)	5,058.00	$2,023.20	($1,309.60)
166	6001	FERTILIZER	AC	$2,200.00	2.00	$4,400.00	(0.95)	1.05	$2,310.00	($2,090.00)
168	6001	VEGETATIVE WATERING	MG	$23.00	674.00	$15,502.00	(674.00)	0.00	$0.00	($15,502.00)
247	6044	FL BS(CMP IN PLC)(TY A GR 4) (FINAL POS)	CY	$75.00	2,255.00	$169,125.00	(411.00)	1,844.00	$138,300.00	($30,825.00)
310	6027	PRIME COAT (MC-30 OR AE-P)	GAL	$5.75	922.00	$5,301.50	(372.00)	550.00	$3,162.50	($2,139.00)
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	$195.00	322.00	$62,790.00	(121.00)	201.00	$39,195.00	($23,595.00)
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	$5.00	12,959.00	$64,795.00	(4,654.00)	8,305.00	$41,525.00	($23,270.00)
340	6011	D - GR HMA(SQ) TY-B PG64-22	TON	$120.00	2,444.00	$293,280.00	452.41	2,896.41	$347,569.20	$54,289.20
340	6050	D - GR HMA(SQ) TY-D PG70-22	TON	$135.00	4,684.00	$632,340.00	(1,852.27)	2,831.73	$382,283.55	($250,056.45)
354	6042	PLANE ASPH CONC PAV (8")	SY	$10.50	5,554.00	$58,317.00	192.89	5,746.89	$60,342.35	$2,025.35
354	6045	PLANE ASPH CONC PAV (2")	SY	$12.00	3,361.00	$40,332.00	184.34	3,545.34	$42,544.08	$2,212.08
500	6001	MOBILIZATION	LS	$150,000.00	1.00	$150,000.00	0.00	1.00	$150,000.00	$0.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$5,000.00	2.00	$10,000.00	0.00	2.00	$10,000.00	$0.00
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	$6.00	798.00	$4,788.00	0.00	798.00	$4,788.00	$0.00
666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	$46.00	30.00	$1,380.00	6.00	36.00	$1,656.00	$276.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	$0.22	16,195.00	$3,562.90	(2,183.00)	14,012.00	$3,082.64	($480.26)
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	$1.10	30.00	$33.00	(30.00)	0.00	$0.00	($33.00)
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.22	15,960.00	$3,511.20	(2,148.00)	13,812.00	$3,038.64	($472.56)
666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	$0.44	16,195.00	$7,125.80	116.00	16,311.00	$7,176.84	$51.04
666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	$0.44	15,960.00	$7,022.40	228.00	16,188.00	$7,122.72	$100.32
672	6009	REFL PAV MRKR TY II-A-A	EA	$4.50	200.00	$900.00	4.00	204.00	$918.00	$18.00
		APPROVED CHANGE ORDERS								
		CHANGE ORDER 1								
506	6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$100.00	30.00	$3,000.00	0.00	30.00	$3,000.00	$0.00
506	6011	ROCK FILTER DAMS (REMOVE)	LF	$25.00	30.00	$750.00	0.00	30.00	$750.00	$0.00
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$5.00	600.00	$3,000.00	(45.00)	555.00	$2,775.00	($225.00)
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$2.00	600.00	$1,200.00	(45.00)	555.00	$1,110.00	($90.00)
						$1,706,536.60			$1,410,509.72	($296,026.89)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **30.**

Meeting Date: 12/06/2022

Seiler Lankes 22RFSQ128 WA1 CR 255

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $145,440.00 to expire on January 31, 2023 under Williamson County Contract for Engineering Services between Seiler Lankes Group, LLC. and Williamson County dated October 11, 2022 for CR 255 and CR 289 Schematic. Funding source: P546

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Seiler Lankes 22RFSQ128 WA1 CR 255

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/30/2022 12:22 PM
County Judge Exec Asst.	Becky Pruitt	11/30/2022 01:11 PM
Form Started By: Vicky Edwards		Started On: 11/30/2022 10:03 AM
Final Approval Date: 11/30/2022		

WORK AUTHORIZATION NO. 01

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
CR 255 and CR 289 SCHEMATIC

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated October 11, 2022 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Seiler Lankes Group, LLC (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 $145,440.00.

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 November 17, 2022 with final acceptance and full execution of the parties hereto and shall terminate on January 31, 2023. 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.

Continued next page

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Seiler Lankes Group, LLC	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____Gerald Lankes_____	_____
Printed Name	Printed Name
_____CEO_____	_____
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

11/18/2022

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR
CR 255 and CR 289 SCHEMATIC

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Obtain Rights of Entry from landowners.

4. Provide available appropriate County data on file including plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

6. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.

7. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.

8. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

9. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

10. Post and maintain project information for public consumption on the County website.

11. Assist with Coordination between the Engineer and the County's other consultants.

12. Negotiate with all utility companies for any agreements and/or relocations required.

13. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
CR 255 and CR 289 SCHEMATIC

PROJECT DESCRIPTION

Project Limits
The project limits are from approximately CR 254 to Ronald Reagan Blvd for approximately 2.9 miles.

Existing Facility
Existing 2-lane roadway with asphalt pavement. The existing right of way width typical is 50 ft.

Proposed Facility
Proposed interim 2-lane roadway with 2 ft shoulders and turn lanes of an ultimate median arterial divided 6-lane curbed section with a raised median. The proposed ROW width of 136 ft, from the project limits mention above.

Design Criteria
The proposed design criteria for the project will be developed from Williamson County and TxDOT design criteria. It is anticipated that in most cases the most stringent of the design criteria will be used.

1. PROJECT MANAGEMENT

   a. Communication:

      - Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. Monthly Progress Report, Invoices, and Billings (3 months assumed):

      - Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

      - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

   c. Quality Assurance and Quality Control (QA/QC) Plan:

      - Prepare a project specific QA/QC plan and submit to the County within thirty (30) days of notice to proceed.

      - For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.

      - Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

   d. Project Coordination & Administration:

      - Prepare and maintain routine project record keeping including records of meetings and minutes.

- Correspondence and coordination will be handled through & with the concurrence of the GEC.
- Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

e. Progress/Coordination Meetings (**1** external meetings assumed):

- Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

f. Project Schedule:

- Submit Project schedule indicating tasks
- Submit to County 1 time.

g. **Deliverables:**

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule
- Project Files
- QA/QC Documentation with Deliverable

2. ROUTE AND DESIGN STUDIES

a. Data Collection: GEC to provide data collected from previous schematic.

- Perform record research and obtain existing information, including but not limited to: as-built plans, construction plans, right of way maps, traffic data, environmental reports, studies, future land use maps, floodplain data, floodplain and drainage models and analyses. Obtain construction plans for projects within the project limits and abutting roadways. Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area.
- SLG will Review the data.

b. Design Criteria:

- Analyze and identify project-specific design criteria (typical sections, design speed, functional classification, geometric criteria) in accordance with the latest versions Williamson County Design Criteria Manual and other associated local and State Manuals, as applicable.

c. **Deliverables:**

- Updated Draft and Final Design Summary Form (pdf)

- SCHEMATIC DEVELOPMENT Prepare a 30% Interim Schematic submittal per Williamson County Schematic submittal checklist and selected design criteria.

- Prepare a Draft Traffic Control Plan narrative memo that describes the phases of construction for the interim plan.

d. **Deliverables:**

- Interim Schematic including cost estimate.
- Interim Traffic Control Plan narrative memo

a. Drainage:

- Data Collection
  - Conduct field inspections to observe current conditions and the outfall channels, the cross-drainage structures, drainage easements, the tributary channel, and land development projects that contribute flow to the tributary. Document field inspections with digital photos.
  - Collect available applicable data including GIS data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall history for the area. Particular sources of data collected must include, but are not limited to, the State, County, and Federal Emergency Management Agency (FEMA)
  - Review survey data and coordinate any additional surveying needs with the County.
- Hydrologic Studies

  While utilizing the previous CR 255 Preliminary Hydrologic and Hydraulic Study prepared by MillerGRAY on October 2021, provide the following services:
  - Verify the drainage area boundaries and hydrologic parameters. Discuss any discrepancies with the County/GEC and adjust as desired.
  - Verify that computed discharges use appropriate hydrologic methods as approved by the County. New HEC-HMS computations will provided only if corrections are necessary to meet design criteria, meet County/GEC preference, or adjust for unforeseen hydraulic conditions such as split flow.
- Complex Hydraulic Design and Documentation

  While utilizing HEC-RAS models prepared for the CR 255 Preliminary Hydrologic and Hydraulic Study prepared by MillerGRAY on October 2021, provide the following services.
  - Verify information regarding existing drainage facilities and features from existing plans and other available studies or sources.
  - Review the validity and accuracy of the HEC-RAS models and revise them, as necessary, to account for updates to existing/proposed terrain, changes to peak flow, and corrections of any discrepancies.
  - Consider existing and proposed interim conditions.

- Quantify impacts, beneficial or adverse, in terms of increases in peak flow rates and water surface elevations for the above listed hydraulic conditions and hydrologic events. Impacts will be determined both upstream and downstream of the bridge crossings.

- Ditch Systems

  The Drainage Engineer shall provide guidance to the Roadway Engineer in the design and grading of all ditches. Ditches will typically be designed at a minimum depth of three feet to account for drainage of the subgrade crown and to allow for one foot of minimum cover above driveway culverts. Spot checks using normal depth computations will be provided at strategic locations where additional capacity may be needed.

- Cross Drainage Structures

  - The HEC-RAS reports will be utilized to validate existing culvert sizes or analyze other preferred design alternatives. Preliminary bridge-class structures will be analyzed to determine if non-bridge class solutions are available. The existing models will be utilized to make any needed or desired changes.

b. Water Quality:

- It is assumed that the wide-scale use of vegetated filter strips will provide the needed adherence to the TCEQ Edwards Aquifer Protection Rules for the Interim Condition only. Detailed design and computation of Water Quality BMPs is not provided in this scope.

c. **Deliverables:**

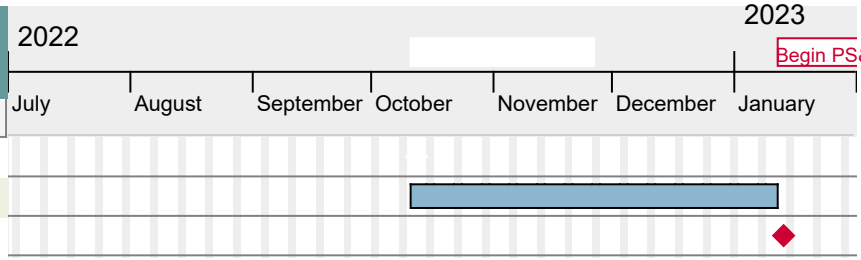
- Interim Schematic including applicable Williamson County Submittal Checklists
- Revised Drainage Models

3. EXCLUSIONS:

a. The following items are not included in this work authorization:

- PUBLIC INVOLVEMENT
- SURVEY
- ROW MAPPING
- ENVIRONMENTAL STUDIES & DOCUMENTS
- GEOTECHNICAL SERVICES
- CONSTRUCTION PHASE SERVICES.
- UTILITY COORDINATION OR RELOCATION ESTIMATES.

Name	Begin date	End date	Duration
Notice To Proceed	10/11/22	10/11/22	0
Phase 1 Schematic	10/11/22	1/11/23	67
Begin PS&E	1/12/23	1/12/23	0



PRIME PROVIDER NAME: SEILER LANKES GROUP, LLC

CR 255 & CR 289	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Sr. Engineer Tech	Engineer Tech	Admin./ Clerical	Total Hours	Total Labor Cost
		$275.00	$220.00	$200.00	$155.00	$135.00	$130.00	$88.00	$88.00		
Route and Design Studies											
Data Collection											
1. Field Investigation			8	8	8					24	$4,600.00
2. Photo Inventory					8					8	$1,240.00
3. Review Data				8	8					16	$2,840.00
Design Summary Report (DSR Report)											
1. Develop Design Criteria				8	8					16	$2,840.00
Subtotal - Labor	**0**	**0**	**8**	**24**	**32**	**0**	**0**	**0**	**0**	**64**	**$11,520.00**
PROJECT MANAGEMENT AND ADMINISTRATION											
1. Prepare monthly progress reports (3 Months)		3							3	6	$1,089.00
2. Develop and maintain a work schedule										0	$0.00
3. Meet on scheduled basis with the county to disucss project status		3								3	$825.00
4. Preapre and distribute and file both written and electronic correspondence		3								3	$825.00
5. Prepare and distribute project meeting minutes		1		1						2	$475.00
7. Prepare Invoices		3							3	6	$1,089.00
8. Review Meetings (Interim Schematic)		3	3	3	3					12	$2,550.00
10. Monthly Design Team Meetings (1 Mo.)		1	1	1	1	1	1	1		7	$1,203.00
11. Review Sub-consultant invoices		1							3	4	$539.00
12. Sub-consultant Coordination		1	1	1	1					4	$850.00
13. Perform QA/QC Review of Submittals (Interim Schematic)		2		16	16					34	$6,230.00
14. Project Closeout										0	$0.00
15. Document phone calls and conference calls										0	$0.00
Subtotal - Labor	**0**	**21**	**5**	**22**	**21**	**1**	**1**	**1**	**9**	**81**	**$15,675.00**
Schematic Design											
Geometric Design											
1. Refine Schematic		1	5	15	30	60		30		141	$19,765.00
2. Preliminary Geometric Project Layout		1		10	10	10				31	$5,175.00
3. Revise Existing 6 lane Schematic and Determine ROW Needs											
Typical Sections											
1. Existing Typical Sections				2	4			10		16	$1,900.00
2. Proposed Typical Sections				2	6			10		18	$2,210.00
Subtotal - Labor	**0**	**2**	**5**	**29**	**50**	**70**	**0**	**50**	**0**	**206**	**$29,050.00**

PRIME PROVIDER NAME: SEILER LANKES GROUP, LLC

CR 255 & CR 289	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Sr. Engineer Tech	Engineer Tech	Admin./ Clerical	Total Hours	Total Labor Cost
		$275.00	$220.00	$200.00	$155.00	$135.00	$130.00	$88.00	$88.00		
Drainage											
A. Special Ditch Design					20	20	40			80	$11,000.00
Subtotal - Labor	**0**	**0**	**0**	**0**	**20**	**20**	**40**	**0**	**0**	**80**	**$11,000.00**
Miscellaneous											
Traffic Control Memo											
1. Sequence of Construction Memo	1			16						16	$3,200.00
1. Construction Cost Estimates (Schematic Only)		1		2	5	5				13	$2,125.00
Subtotal - Labor	**0**	**1**	**0**	**18**	**5**	**5**	**0**	**0**	**0**	**29**	**$5,325.00**
TOTAL SHEETS	**0**										
Total - Labor Hours		**24**	**18**	**93**	**128**	**96**	**41**	**51**	**9**	**460**	
Total - Labor Cost		**$6,600.00**	**$3,960.00**	**$18,600.00**	**$19,840.00**	**$12,960.00**	**$5,330.00**	**$4,488.00**	**$792.00**		**$72,570.00**
GRAND TOTAL											**$72,570.00**

PROVIDER NAME: CL GANN

CR 255 & CR 289	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Sr. Engineer Tech	Engineer Tech	Admin./ Clerical	Total Hours	Total Labor Cost
		$250.00	$225.00	$200.00	$150.00	$130.00	$150.00	$130.00	$90.00		
1. PROJECT MANAGEMENT											
b. Monthly Progress Report, Invoices, and Billings (3 months assumed)											
• Prepare monthly progress reports		3							3	6	$1,020.00
• Prepare Invoices		3							3	6	$1,020.00
e. Progress/Coordination Meetings (3 external meetings assumed):											
• Attend a kick-off meeting		1								1	$250.00
• Attend external coordination meetings		1								1	$250.00
8. Review Meetings (Interim Schematic)		1								1	$250.00
• Attend submittal review meetings (30%)		2								2	$500.00
FC - 150 Subtotal - Labor	**0**	**11**	**0**	**0**	**0**	**0**	**0**	**0**	**6**	**17**	**$3,290.00**
4. PLAN PREPARATION (PS&E) SERVICES											
C. Drainage											
• Data Collection											
• Conduct field investigations (2 site visits)			8			8				16	$2,840.00
• Collect available data			8	8		8				24	$4,440.00
• Hydrologic Studies											
• Existing Condition HEC-HMS Model (10 outfalls)			8	16						24	$5,000.00
• Proposed Condition HEC-HMS Model (10 outfalls)			8	16						24	$5,000.00
• Complex Hydraulic Design and Documentation											
• Existing Condition HEC-RAS Model (3 bridge-class culverts)			50	50						100	$21,250.00
• Proposed Condition HEC-RAS Model (3 bridge-class culverts/2 alts)			48	48						96	$20,400.00
• Cross Drainage Structures											
• HY-8 Modeling (5 minor culverts)			30			30				60	$10,650.00
FC - 161 Subtotal - Labor	**0**	**0**	**160**	**138**	**0**	**46**	**0**	**0**	**0**	**344**	**$69,580.00**
TOTAL SHEETS	**0**										
Total - Labor Hours		**11**	**160**	**138**	**0**	**46**	**0**	**0**	**6**	**361**	
Total - Labor Cost		**$2,750.00**	**$36,000.00**	**$27,600.00**	**$0.00**	**$5,980.00**	**$0.00**	**$0.00**	**$540.00**		**$72,870.00**
GRAND TOTAL											**$72,870.00**

PRIME PROVIDER NAME: SEILER LANKES GROUP, LLC

Fee Summary					
CR 255 & CR 289	**Seiler Lankes Group, LLC**	**CLG**			**Total**
Schematic Development					
Labor	$72,570.00	$72,870.00			**$ 145,440.00**
Unit Cost (UC)					**$ -**
ODE					**$ -**
Total	**$72,570.00**	**$72,870.00**	**$0.00**	**$0.00**	**$ 145,440.00**

Commissioners Court - Regular Session **31.**

Meeting Date: 12/06/2022

Staudt Resolution

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 a resolution honoring Judge Edna Staudt, acknowledging her 28 years of service to Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Staudt Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/30/2022 02:41 PM
Form Started By: Kathy Pierce		Started On: 11/30/2022 02:06 PM
Final Approval Date: 11/30/2022		

State of Texas
County of Williamson
Know all men by these presents:

That on the 6th day of December 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:

Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

RESOLUTION

WHEREAS, Judge Edna Staudt was first sworn into office of Justice of the Peace – Precinct Two in January 1994 and has since been re-elected seven times, faithfully serving the residents of Precinct Two for 28 years; additionally, she is a business woman, entrepreneur, mediator, mother of six, grandmother of 12, Christ follower, and trusted friend; and

WHEREAS, Judge Staudt has served on numerous civic, government and non-profit organizations boards, some of which include National Day of Prayer, Safe & Drug Free School Committee, Legacy Women's Republicans, Central Texas Justice of the Peace and Constables Association, County Bail Bond Board, and Chamber of Commerce's - Leadership Circle; and

WHEREAS, Judge Staudt strongly values human life and assisting with issues to improve the lives of children and youth, and has also served on boards for Texas Alliance for Life, Pregnancy Resource Center, Hope Connections, Agape Pregnancy Resource Center, Alans's Hope – Suicide Prevention Committee, Child Fatality Review Team and the Twin Lakes YMCA Advisory Board; and

WHEREAS, through her partnership with the Twin Lakes YMCA she was instrumental in development and overseeing the first Justice Court Mentoring Program "Teen Court" that has been nationally recognized and allows youth to begin their adult lives without a criminal records; and

WHEREAS, through Judge Staudt's work on the Teen Court, she recognized that there was a need for more resources for struggling families and partnered with local businesses and ministries to create the Justice Court Mentoring Program that has helped hundreds of youth finish school, make positive choices, find employment, restore relationships, enter college and turn their lives around; and

WHEREAS, Judge Staudt has modestly accepted numerous awards, some include the Hill Christian Academy Leadership award, Hill Country Community Ministries – Heart of Hope Award, Central Texas JP & Constable Associations – Judge of the Year, and the Glen Shepherd Leadership Award; and

WHEREAS, through Judge Staudt's long career she has tirelessly worked with integrity and honor to improve communities in Williamson County and to make a positive impact to the lives of children, youth, and families.

NOW THEREFORE BE IT RESOLVED; that the Williamson County Commissioners Court would like to extend its appreciation to Judge Edna Staudt at her retirement for twenty-eight years of dedicated service to Williamson County and name the week of December 5th – 9th as "Judge Edna Appreciation Week".

RESOLVED THIS 6th DAY OF December 2022.

_____

Cynthia Long, Williamson County Commissioner - Precinct Two
Presiding Officer

Commissioners Court - Regular Session **32.**

Meeting Date: 12/06/2022

Hutto Education Foundation

Submitted For: Russ Boles **Submitted By:** Kelley Hernandez, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

The Hutto Education Foundation (HEF) provides grants and scholarships to students, teachers, and faculty members in Hutto ISD. HEF is a conduit for the distribution of funds allocated by the Commissioners Court to the Hutto Education Foundation. Per the Memorandum of Understanding between the Commissioners Court and HEF, we have an agreement that up to One Percent (1%) or no less than $20,000 of Solid Waste Fees shall be transferred to the Hutto Education Foundation at the Commissioners Court's discretion, that 25% or a minimum of $20,000 of the Solid Waste Fees received goes into the Permanent Endowment Fund. The recommendation for last year was $200,000 in total, with $195,000 going toward the Endowment Fund. 2020-2021 the organization met the minimum fund balance and was able to utilize the available interest for its scholarship program. HEF funded $30,000 in scholarships to Hutto ISD graduating students and renewal students and funded ALL eligible TSTC applicants in their 3rd & 4th semester, totaling $6,000 to TSTC students. This year’s recommendation is $225,000 to be divided as follows:$220,000 for the Endowment Fund.$5,000 for administration expenses.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilco WM Endowment/HEF

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2022 11:06 AM
Form Started By: Kelley Hernandez		Started On: 12/01/2022 09:35 AM
Final Approval Date: 12/01/2022		

#ONEVISION STARTS HERE.

Hutto Education Foundation Supporter

Hutto Education Foundation Endowment Update

Funding Update and Request for 2022-2023

Endowment History

- HEF was established in 2006. Our mission is to partner with Hutto ISD to enrich, enhance, and maximize the quality of education by providing grants & scholarships to teachers, staff and students.
- The Solid Waste Founding Agreement with WILCO was established in 2011. Since 2015, all funds donated have gone to our Endowment Fund.
- Commissioner Ron Morrison was a passionate supporter of higher education. His vision was to see our organization grow our endowment to $1 million to provide a forever fund for students in Hutto ISD.

HEF's Million Dollar Party in 2021

THANKS to the shared vision of the Williamson County Commissioners over the years, WE DID IT! Will you help us get to $2 million?

Scholarships for HHS Seniors

Endowment: The goal of this endowment is to invest the funds to generate scholarships for our students to attend a 2-year, 4-year college or university or an accredited technical school. We have established that endowment and made progress with ten years of deposits.

2021-2022 School Year

HEF awarded:

- 16 Hutto High School graduating senior scholarships at $21,000
- 8 returning scholarship recipients at $9,000.

HEF Scholarship Recipient

Jade Ruggirello

HEF/TSTC Scholarships

<u>2021-2022 School Year:</u>
HEF funded $6,000 to 9 TSTC Students. We hosted a breakfast in May 2022 to present the funds to the students for the Summer and Fall semesters.

This scholarship is available to Hutto ISD graduates entering into their 3rd & 4th semesters at Texas State Technical College and are in good academic standing.

HUTTO EDUCATION FOUNDATION

HEF Endowment Management

- Introduction: Caleb Steed, Endowment Chair and Jayson Feltner, Endowment Committee Member
- HEF Endowment Committee created an Agency Fund to hold the earnings that are pulled from the Endowment each year.
- For security in an ever-changing market, HEF has 5 years worth of scholarships ($35,000 for each year) in the Agency Fund.
    - Provides a safety net for when there are major downturns in markets
- Endowment Committee meets once a month to review statements and compliance.
- First Financial Trust (Portfolio Manager) joins Endowment Committee quarterly and HEF Board annually.
- $3,500 is being used for the audit every 2 years.
- Up to 10% of the funds collected in excess of the Minimum Annual Investment Amount will be put towards the partnership with East Williamson County Higher Education Center (EWCHEC)

HEF Endowment Monthly Summary

Oct-22	Initial Investment	Beg Balance	Interest/Dividend	M/V Change	Fees	Cont/With	Ending Balance	% Monthly Change
FFT	$ 1,423,059.05	$ 1,210,631.58	$ 1,786.27	$61,507.12	($939.57)	$0.00	$ 1,272,985.40	4.90%
HEF Endowment	$ 1,159,750.00	$ 935,456.32	$ 1,429.31	$47,778.22	($708.76)	$0.00	$ 983,955.09	4.93%
HEF Agency	$ 173,309.05	$ 190,976.98	$ 277.37	$10,426.73	($151.45)	$0.00	$ 201,529.63	5.24%
HEF LTS	$ 77,000.00	$ 72,774.60	$ 73.76	$2,605.20	($62.50)	$0.00	$ 75,391.06	3.47%
Gonzalez Scholarship	$ 10,000.00	$ 8,843.00	$ 5.62	$ 482.45	($6.59)	$0.00	$ 9,324.48	5.16%
Rotary Foundation	$ 3,000.00	$ 2,580.68	$ 0.21	$ 214.52	($10.27)	$0.00	$ 2,785.14	7.34%

Sep-22	Initial Investment	Beg Balance	Interest/Dividend	M/V Change	Fees	Cont/With	Ending Balance	% Monthly Change
FFT	$ 1,423,059.05	$ 1,309,733.38	$ 2,849.61	($100,978.79)	($972.62)	$0.00	$ 1,210,631.58	-8.19%
HEF Endowment	$ 1,159,750.00	$ 1,013,231.04	$ 2,133.56	($79,173.47)	($734.81)	$0.00	$ 935,456.32	-8.31%
HEF Agency	$ 173,309.05	$ 206,762.29	$ 447.68	($16,076.30)	($156.69)	$0.00	$ 190,976.98	-8.27%
HEF LTS	$ 77,000.00	$ 77,372.17	$ 224.78	($4,758.44)	($63.91)	$0.00	$ 72,774.60	-6.32%
Gonzalez Scholarship	$ 10,000.00	$ 9,523.36	$ 31.77	($705.30)	($6.83)	$0.00	$ 8,843.00	-7.69%
Rotary Foundation	$ 3,000.00	$ 2,844.52	$ 11.82	($265.28)	($10.38)	$0.00	$ 2,580.68	-10.22%

Aug-22	Initial Investment	Beg Balance	Interest/Dividend	M/V Change	Fees	Cont/With	Ending Balance	% Monthly Change
FFT	$ 1,423,059.05	$ 1,353,356.89	$ 1,674.52	$ (44,282.70)	($1,015.33)	$0.00	$ 1,309,733.38	-3.33%
HEF Endowment	$ 1,159,750.00	$ 1,047,220.49	$ 1,326.66	($34,547.42)	($768.69)	$0.00	$ 1,013,231.04	-3.35%
HEF Agency	$ 173,309.05	$ 213,633.73	$ 274.77	($6,982.59)	($163.62)	$0.00	$ 206,762.29	-3.32%
HEF LTS	$ 77,000.00	$ 79,685.75	$ 67.59	($2,315.76)	($65.41)	$0.00	$ 77,372.17	-2.99%
Gonzalez Scholarship	$ 10,000.00	$ 9,849.22	$ 5.41	($324.16)	($7.11)	$0.00	$ 9,523.36	-3.42%
Rotary Foundation	$ 3,000.00	$ 2,967.70	$ 0.09	($112.77)	($10.50)	$0.00	$ 2,844.52	-4.33%

First Financial Trust

Equity Portfolio Styles

Equity Income

- Emphasis on stock valuation, current income, and growth of dividends provides the portfolio with three sources of return
- Use proprietary screens to identify companies with attractive relative valuations
- Use fundamental analysis to evaluate firms that pass through initial screens
- Unlike many other Equity Income strategies in the marketplace, we keep our portfolio well diversified across all economic sectors

Core

- A growth and value blend portfolio with an emphasis on financially strong companies that generate total returns from both income and price appreciation
- Holdings consist of the best ideas from our Equity Income and Strategic Growth portfolios
- Sector weights are managed according to our top down analysis of the overall economy
- Portfolio is broadly diversified across all economic sectors

Strategic Growth

- Emphasis on stocks with significant growth potential. The total return comes almost exclusively through price appreciation
- Use proprietary screens to identify companies with disruptive business models that are developing new competitive advantages in the marketplace
- Use fundamental analysis to evaluate firms with above average revenue and earnings growth rates
- Portfolio is more concentrated than Core and Equity Income from an economic sector standpoint

FIRST FINANCIAL TRUST

First Financial Trust

Core Characteristics

The Core Portfolio seeks long-term capital appreciation. Management invests in growth and value companies across various economic sectors to produce a domestically diversified large cap portfolio.

$1.6 billion	39	1.78%	~47%
Portfolio Assets	Number of Holdings	Dividend Yield	Top-10 Weight

10%	22.1	4.6	S&P 500
Max Position Size	Fwd Price to Earnings	Price to Book Value	Benchmark

FIRST FINANCIAL TRUST

First Financial Trust

Core Holdings

Technology

Apple
Microsoft
salesforce
AMD
mastercard
Lam Research
workday.
servicenow
Vanguard
Information Technology ETF
NVIDIA

Healthcare

Abbott
Johnson & Johnson
Medtronic
CVS Health
MERCK
DANAHER
UnitedHealthcare
XBI Biotech ETF

Financials

JPMorgan
S&P Global
citi
Blackstone
BLACKROCK

Communications

Alphabet
Google

Discretionary

amazon
LOWE'S

Staples

Coca-Cola
pepsi
Walmart
Mondelēz International

Industrials

STANLEY
FedEx
Cummins
Honeywell
iShares by BlackRock
Transportation Average ETF

Energy

ConocoPhillips
Chevron

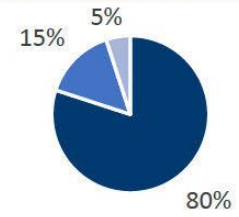
FIRST FINANCIAL TRUST

First Financial Trust

Diversification Options

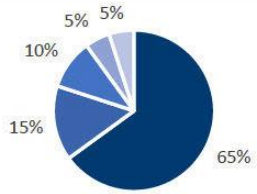
For clients seeking or needing additional diversification beyond domestic large cap stocks, we offer three actively managed diversification styles to meet your objective. The first focuses solely on diversifying your portfolio among US-only securities by taking a position in small and medium sized companies. On the other end of the spectrum, we offer a diversification style that invests your money all around the world, including allocations to both developed and emerging international markets. Finally, for clients seeking a happy medium between the two, we offer a third diversification option that includes allocations to all the international markets listed in the world option, with the portfolio still being anchored by our domestic holdings.

Domestic



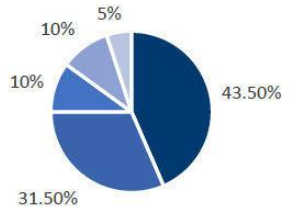
- Large Cap - FFTAM
- Mid Cap - IJH
- Small Cap - VSEIX & IJR

Diversified



- Large Cap - FFTAM
- Developed - VEA & OSMYX
- Mid Cap - IJH
- Emerging - VWO
- Small Cap - VSEIX & IJR

World



- Large Cap - FFTAM
- Developed - VEA & OSMYX
- Emerging - VWO
- Mid Cap - IJH
- Small Cap - VSEIX & IJR

FIRST FINANCIAL TRUST

First Financial Trust

Equity Portfolio Managers

Chris Montoya, CFA
Executive Vice President
Chief Equities Manager

Trent Martin, CFA, CAIA
Senior Vice President
Portfolio Manager

John Ferguson, CFA
Vice President
Portfolio Manager

Mineral Management

Josh Brown, CPL
Senior Vice President
Oil & Gas Manager

Fixed Income Portfolio Managers

Bill Rowe, CFA
Executive Vice President
Fixed Income Manager

Garrett Betts
Vice President
Portfolio Manager

Real Property Management

Justin Bryan
Vice President
Real Property Manager

Keeton Eoff
Vice President

Max Long
Trust Officer

FIRST FINANCIAL TRUST

HEF Endowment Fund Overview

Initial Contribution	$20,000
November 2011	$22,500
December 2012	$26,250
June 2014	$87,000
October 2015	$86,500
October 2016	$91,500
December 2017	$146,500
December 2018	$146,500
December 2019	$166,500
October 2020	$175,000
November 2021	$200,000
TOTAL CONTRIBUTIONS	$1,168,250

HEF Fund Request

For 2022-2023 Hutto Education Foundation is requesting

$225,000

HEF's GOAL

- To have perpetual scholarship funds that will impact Hutto ISD students forever
- To have the ability to continue providing opportunities to students & faculty members at the same rate our community is growing
- To continue shaping and nurturing the partnerships with East Williamson County Higher Education Center – TSTC and Temple College – for our Hutto ISD graduates

Other HEF Programs

Along with our Annual Corporate Partners, Employee Giving Campaign and support from Friends, Family and Community members, HEF's programs are thriving and supporting the innovation that makes Hippo Nation a leading district.

Excellence In Education Teacher and Faculty Grants:

This year, HEF awarded 36 innovative grants totaling $122,000.

Student IMPACT Grants:

This year, HEF awarded 6 grants totaling $4,900 for student driven ideas.

Commissioners Court - Regular Session **33.**

Meeting Date: 12/06/2022

WCCHD Board Position

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on appointment of Kathy Pierce as chair of the Williamson County and Cities Health District (WCCHD) Board of Directors for a three-year term beginning January 1, 2023, and ending on December 31, 2026.

Background

Kathy Pierce is currently the board chair and her term expires on December 31st, 2022.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/21/2022 04:42 PM
Form Started By: Kathy Pierce		Started On: 11/17/2022 12:41 PM
Final Approval Date: 11/21/2022		

Commissioners Court - Regular Session **34.**

Meeting Date: 12/06/2022

RCS.1

Submitted By: Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
	0507.0000.361300	Interest, Investments	$11,091.73

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/21/2022 04:43 PM
Form Started By: Rebecca Clemons		Started On: 11/17/2022 01:12 PM
Final Approval Date: 11/21/2022		

Commissioners Court - Regular Session **35.**

Meeting Date: 12/06/2022

RCS.2

Submitted By: Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the WC Radio Communication System Fund.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
	0507.0507.001100	Salaries	$9,004.23
	0507.0507.002010	FICA	$1,399.26
	0507.0507.002020	Retirement	$688.24

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/21/2022 04:43 PM
Form Started By: Rebecca Clemons		Started On: 11/17/2022 01:14 PM
Final Approval Date: 11/21/2022		

Commissioners Court - Regular Session **36.**

Meeting Date: 12/06/2022

FY 2023 Animal Shelter Donation Fund 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 on the Fiscal Year 2023 Animal Shelter Donation Fund.

Background

The budget is based on unspent Fiscal Year 2022 donations. Total unspent Fiscal Year 2022 is $1,176,605.23, of that amount $107,805.04 will be restricted in fund balance to be used for future capital needs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY 23 546 Budget

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2022 11:04 AM
Form Started By: Melanie Denny		Started On: 11/30/2022 07:16 PM
Final Approval Date: 12/01/2022		

WILLIAMSON COUNTY
ANIMAL SHELTER DONATION FUND
FISCAL YEAR 2023 EXPENDITURE BUDGET
FUND 546 DEPARTMENT 546

Object	Amount	
001100 F/T SALARIES	83,325.53	
001107 TEMP LABOR	11,470.16	
001130 MERIT	5,718.36	
002010 FICA	7,689.32	Animal Shelter Staff
002020 RETIREMENT	15,628.18	
002030 INSURANCE	23,506.69	
002050 WORKER'S COMP	865.60	
003001 SMALL EQUIPMENT & TOOLS < $5,000	135.42	Use of Kuranda Beds Donations
003510 PURCHASES FOR RESALE	10,328.12	Use of Sales from Pet Care Products
003670 USE OF DONATIONS	627,876.64	Use of General Donations
004100 PROFESSIONAL SERVICES	119,076.46	Use of Jane's Fund Donations
004105 FOSTER HOME CARE	48,194.70	Use of Kitten Care Donations
004109 SPECIAL NEEDS	34,543.09	Use of Special Project Donations
004231 TRAVEL	10,471.97	Use of Animal Transport Donations
004232 TRAINING	35,278.06	Use of S.I.T. Team Donations
004509 FACILITY ENHANCEMENTS	8,592.28	Use of Play Yards Donations
004975 ANIMAL MEDICAL CARE	5,121.91	Use of Heart Worm Fund Donations
004999 MISCELLANEOUS EXPENSE	20,977.70	Use of Capital Donations
TOTAL	**1,068,800.19**	

Commissioners Court - Regular Session **37.**

Meeting Date: 12/06/2022

Local Provider Participation Fund (LPPF) Fiscal Year 2023

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 setting a Public Hearing regarding the setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for fiscal year (FY) 2023 in relation to the Williamson County Health Care Participation Program and establish how the revenue derived from those payments may be spent in accordance with Chapter 292B of the Texas Health and Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

Background

Requesting a public hearing be set for December 20, 2022 at 9:30 a.m.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2022 11:04 AM
Form Started By: Melanie Denny		Started On: 12/01/2022 08:14 AM
Final Approval Date: 12/01/2022		

Commissioners Court - Regular Session **38.**

Meeting Date: 12/06/2022

American Rescue Plan Act LE Drop Off Center

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to increase the budget in the ARPA (American Rescue Plan Act) Funds for 445P LE Drop Off in the amount of $291,354 from unallocated funds.

Background

Facilities has worked with Purchasing to place an item on the agenda for a Construction Agreement with Chasco Ltd. LLP for Phase II Renovations of the LE Drop Off Center. The current available unallocated funds in ARPA (American Rescue Plan Act) are $6,625,029.24.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2022 11:07 AM
Form Started By: Julie Kiley		Started On: 12/01/2022 09:57 AM
Final Approval Date: 12/01/2022		

Commissioners Court - Regular Session **39.**

Meeting Date: 12/06/2022

Approve Agreement for LE Drop Center Phase II Renovations with Chasco Ltd LLP for Facilities Management Department

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Construction Agreement between Williamson County and Chasco Constructors, Ltd. L.L.P. for the Williamson County LE Drop Center Project Phase II Renovations; exempting the procurement of such services from the competitive bidding requirements pursuant to Texas Local Government Code Discretionary Exemption 262.024(a)(2) [an item necessary to preserve the health and safety of the residents of Williamson County] and authorize the County Judge to execute the Agreement.

Background

The original not-to-exceed contract for this project was approved by the Commissioner's Court on 9.14.2021, item #75, in the amount of $1.1 million which was a design-build estimate because time was of the essence. Of that, $950,000.00 has been spent on the project. As to not surpass the 25% Change Order requirement, a new contract is being recommended to complete the project for $264,867.00 with an additional scope of work.

As a direct result of the COVID-19 Pandemic hardships on social structures in our community, an increased and immediate need arose to create capacity for those individuals that may be facing mental health issues.

To address this capacity need, the Williamson County Law Enforcement Drop Center building was scheduled for renovation to accommodate a new program and partnership between the County and Bluebonnet Trails Community Services. The renovation will create space to accommodate individuals as they are being diagnosed for potential mental health issues that may need further evaluation or treatment. They will be relocated from this facility within 24 hours as it is not considered to be a long-term facility but more of a 'drop-center' for short term evaluation and stabilization of clients experiencing crisis. Without this facility renovation these program recipients may spend this evaluation time in a jail setting where that level of security is not warranted and not appropriate.

The building renovations will include creating a more open floor plan, upgrades to the kitchen area to support mealtimes, upgrades to plumbing and restroom facilities and upgrades and replacement of the fire alarm system which is outdated and not dependable. There will also be some changes made to create a proper intake area for the reception of clients. This area and others will need to be brought up to current ADA standards as well.

The remainder of the building that is not being used by the Bluebonnet clientele will become office space for the Sheriff's Office Crisis Intervention Team (CIT) program. Some remodeling and FF&E will be required to support the CIT program in the current building.

The above-mentioned exemption is being requested to establish this facility for the health and safety of the individuals supported by the Bluebonnet program. The amount is $264,867.00. The funding source is ARPA and the department point of contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/01/2022 10:31 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:40 AM
Form Started By: Johnny Grimaldo		Started On: 11/30/2022 01:36 PM
Final Approval Date: 12/01/2022		

CONTRACT FOR GENERAL CONSTRUCTION

PROJECT: **LE Drop Center Phase II Renovations** ("Project")

GENERAL CONTRACTOR: **Chasco Constructors, Ltd. L.L.P.** ("GC")
Charles J. Glace, Jr., President
2801 East Old Settlers Blvd
Round Rock, Texas 78665

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

THIS CONTRACT FOR GENERAL CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

R E C I T A L S

WHEREAS, County desires to retain a GC for the **exterior and interior renovations to an existing, operational building** (hereinafter called the "Project");

WHEREAS, County desires a GC who will render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

NOW, THEREFORE, County and GC, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

ARTICLE 2
GENERAL PROVISIONS

2.1 Contract Documents.

Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/ Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2

This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3

The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 Relationship of the Parties.

GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 General Conditions.

2.3.1
The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2
The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3
The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **Three Hundred Twenty-Two (322) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 Liquidated Damages.
GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Five Hundred Dollars ($ 500) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2

County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3

Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
GC REPRESENTATIONS

4.1

In order to induce County to enter into this Contract, GC makes the following representations:

4.1.1

GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2

GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3

GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4

GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques,

sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5
THE CONTRACT SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Two Hundred Sixty-Four Thousand, Eight Hundred Sixty-Seven Dollars ($ 264,867)**.

5.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

5.3 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.3.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.3.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County 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 GC written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify GC in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

GC's Designated Representative for purposes of this Contract is as follows:

Chasco Constructors, Ltd. L.L.P.
Charles J. Glace, Jr., President
2801 East Old Settlers Blvd

Round Rock, Texas 78665

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

ARTICLE 7
NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or GC at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County 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

GC: **Chasco Constructors, Ltd. L.L.P.**
2801 East Old Settlers Blvd.
Round Rock, Texas 78665

Attention: Charles J. Glace, Jr.
President

Either party may designate a different address by giving the other party **ten (10) days** written notice.

ARTICLE 8
DISPUTE RESOLUTION

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 Meaning of Terms.
Terms in this Contract shall have the same meaning as those in the UGCs.

9.2 No Waiver of Immunity.
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 Governing Law.
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

9.4 Assignment.
County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

9.5 Other Provisions.

9.5.1
GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement

to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 10
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

10.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

10.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Construction Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

10.3

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Contract between County and GC; and
5. The Construction Documents

ARTICLE 11
SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:	**COUNTY:**
Chasco Constructors, Ltd. L.L.P.	Williamson County, Texas
By: Charles J. Glace Jr.	By:
Signature	Signature
Charles J. Glace, Jr.	
Printed Name	Printed Name
President	
Title	Title
Date Signed: 11/17/22	Date Signed:

EXHIBIT A

CONSTRUCTION DOCUMENTS

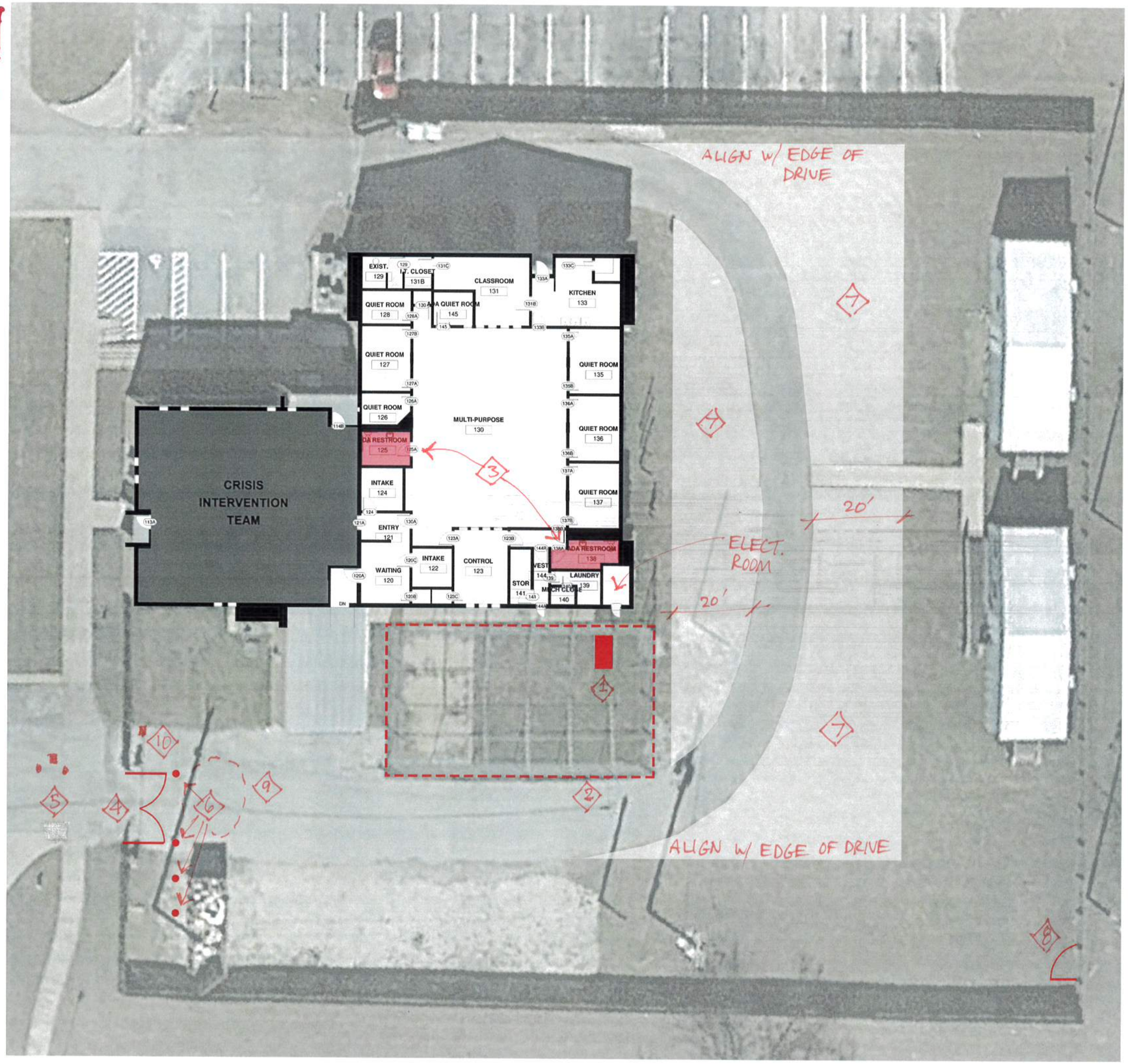
Attach Construction Documents below:

THJ

LOTT LE DROP CENTER

ADDED SCOPE 5/26/22

1. NEW GENERATOR ON CONC. PAD
2. DEMO. EXIST REC. YARD CAGE
3. ADD 1-CON SHOWER UNIT TO PLUMBING WALL & UPGRADE TILE/ WATER-PROOFING AS NECESSARY.
4. RE ATTACH EXIST. WOOD SWINGING VEHICULAR GATE & RECONNECT GATE MOTORS
5. NEW ENTRY KEYPAD PROTECTED BY BOLLARDS
6. NEW BOLLARDS TO PROTECT GATE WHEN OPEN PLUS ADDITIONAL BOLLARDS TO PROTECT UTILITY POLE FROM DUMPSTER IMPACT
7. NEW BULLROCK AREA TO PREVENT MUD IN OVERFLOW PARKING AREAS



8. NEW MANGATE IN PRIVACY FENCE W/ SPRING-LOADED CLOSER & KEYED FROM BOTH SIDES
9. MAGNETIC LOOP IN ASPHALT FOR AUTOMATIC VEHICLE EXIT
10. KEY CARD FOR PEDESTRIAN EXIT THROUGH VEHICULAR GATE

General Project Description

- The project consists of miscellaneous exterior site upgrades, fencing revisions, security access revisions, and the addition of a new emergency generator at the Williamson County LE Drop Facility.

GENERAL REQUIREMENTS

Supervision and Administration

- Project supervision includes a Project Superintendent with Project Management, Safety Coordinator, Estimating, and Administrative Assistant as necessary to complete the project as scheduled
- Document Reproduction as required for shop drawings
- Postage and delivery service

Project Services

- Field engineering and layout
- General cleanup and haul away trash
- Final cleaning

Equipment

- Transportation for supervisory personnel (rental of company owned vehicles)
- Expendable tools
- Small equipment rental

Building Inspections

- Inspections will be provided as required by local jurisdiction

Jobsite Equipment

- Crane to set generator
- Equipment for excavation, and concrete construction
- Small tools and equipment as required by trade

Layout & Engineering

- Layout and engineering as required

Layout, Engineering and CAD Services

- Layout all site work and CAD services for construction	1	ls

Site Work and Excavation

- 4" of 1" Gravel on 4" of flex base on 6oz filter fabric	6,600	sf

Fencing

- Tear out and remove existing fencing and roof structure. Posts will be cut off at or just below ground level and filled
- Reinstall existing wood on steel double swing gate

Security Gates

- Reattach 2 existing gate operators to existing gates and check operation. Straighten 1 gate operator mounting stand that is leaning. If any parts are needed there will be an additional charge. This cannot be determined until the gate operators are attached to gates
- Install Keypad with mounting post and 2 pipe bollards. Saw cut concrete and install low voltage wiring to gate operator
- Install vehicle exit loop with loop detector
- Install 4 Pipe Bollards to protect the area at the vehicle gate

Generator / Electrical

- Provide and install a 150 KW (188 KVA) emergency power generator and automatic transfer switch as described below
- Note, Generator Set has a 42- 44-week lead time after approved submittals and written release for production
- 150REOZJF KOHLER OUTDOOR DIESEL GENERATOR SET RATED 150 KW 1
- UL 2200 listed generator set
- Standby Rated, 120/208v, 3 phase, 4 wire, 60 hz
- Electronic Isochronous Governor
- 50ºc/122ºf unit mounted radiator
- Controller, APM402 Microprocessor based with ±0.5% VR
  • Integral thermal overload protection
  • 2 input / 5 output programmable module for remote indication
- 200-amp main line circuit breaker, 80% rated, TM
- Sound-attenuated enclosure with internal silencer
- 12-hour / 209-gallon UL142 listed subbase diesel tank
- Engine jacket water heater - 120VAC
- Starting batteries, cables, and 10-amp float-equalize charger
- Standard factory tests at 0.8pf as detailed below
- Field startup and on-site test with full resistive load
- One Year system warranty
- ATS 200 AMP AUTOMATIC TRANSFER SWITCH 1
- 3 pole, solid neutral, 480Vac, 3 phase, NEMA 3R enclosure
- Install all underground conduit for emergency power, battery charger, block heater, controls and requested spare from generator pad to building
- Install Automatic transfer switch on exterior wall outside of main electrical room and install all power and controls conduits from ATS to MDP and Panel C
- Install new 200-amp copper conductors from MDP to ATS, generator to ATS and ATS to Panel C
- Install (2) new dedicated 20-amp, 120-volt circuits from Panel C to generator for battery charger and block heater and feed with new 20 amp 1/P circuit breakers

- Install grounding loop in generator pad
- Provide crane to set generator
- Provide factory start-up and load bank testing of generator
- Provide full tank of diesel fuel prior to load bank test, refilling of tank after testing not included in this proposal
- Install conduit and wire to extend existing gate power circuit from panel A to panel C to allow generator back-up
- Relocate up to (8) existing branch circuits from non-emergency panels to panel C
- Due to fluctuations in fuel and delivery pricing, combined with the long lead time on the generator, the cost to fuel the generator once set is subject to change and may need to be adjusted to match current pricing at time of fueling
- Due to the long lead time for the generator, the cost for the crane and operator is subject to change and may need to be adjusted to current rates at time of generator delivery
- Price is based on fuel capacity of 316 Gal

General Project Description

- The project consists of renovating existing ADA restrooms 125 and 138 into shower rooms including demolition of existing finishes, new galvanized framing, cement wall board, new ceramic tile, resinous flooring, water resistant epoxy paint on all non-tile surfaces, I-con shower units, electrical with wet area fixtures and devices and wet area fire alarm devices.

GENERAL REQUIREMENTS

Supervision and Administration

- Project supervision includes a Project Superintendent with Project Management, Safety Coordinator, Estimating, and Administrative Assistant as necessary to complete the project as scheduled
- Document Reproduction as required for shop drawings
- Postage and delivery service

Project Services

- Field engineering and layout
- General cleanup and haul away trash
- Final cleaning

Equipment

- Transportation for supervisory personnel (rental of company owned vehicles)
- Expendable tools
- Small equipment rental

Building Inspections

- Inspections will be provided as required by local jurisdiction

Resinous Epoxy Flooring

- Prep floor to the appropriate CSP (concrete surface profile)
- Make minor repairs
- Install the following system:
- **Sikafloor PurCem SLB+**

Body Coat – Sika PurCem 22NA Urethane Cement @ 3/16”
Broadcast – Sikafloor 508 Aggregate
Top Coat – Sikafloor 31NA, 340 or 315 Urethane
Color Pack – TBD
Slip resistance additive – TBD

- Install the system per the manufacturer’s recommendations
- Remodel - grind to remove thin-set, glue, etc. on the floor up to 1/8” thick
- 4” cove base (seamless up wall)
- Moisture Testing
- Chasco prep existing floor areas for sub

Caulking, Flashing and Waterproofing

- Install backer rod and urethane sealant at floor to wall joints

Drywall

- Remove restroom accessories
- Demolish existing tile walls including framing and gyp board
- Reinstall G90 framing and cement board
- Reinstall Rest room accessories
- Modify light fixture openings to adapt to wet area fixtures

Ceramic Tile

- Ceramic walls: Dal 4x4 group 1 X114 Desert Gray to on all walls as per original installation

Painting

- Prepare and paint new cement board, existing ceilings, and existing CMU with Two Component Water Resistant Epoxy

Plumbing

- Furnish and install 2 I-con shower systems as per owner specifications
- Pull and reinstall all fixtures & replace floor drain in 2 restrooms

Electrical

- Install a 20-amp GFCI outlet with dedicated 120-volt 20-amp circuit derived from panel "B" to each of two restrooms to supply low voltage transformers for new automated shower panels
- Provide low voltage wiring terminations for solenoid valves and sensors
- Remove (2) existing 2'x4' lay-in light fixtures and replace with (2) new 2'x4' wet location lay-in fixtures with integral wet location motion detectors
- Remove existing motion detectors and install gasketed blank covers over remaining outlet boxes
- Please note that the wet location fixtures, per the cut sheets, are approximately 1" shorter in both length and width than the existing fixtures. This may require the existing ceiling openings to be modified by other trades
- Lighting fixtures, at the time of this quote, are 4–6-week lead time to ship

Fire Alarm

- Replace exiting fire alarm strobes with wet area devices

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

1. All policies of insurance provided by Contractor must comply with the requirements of this Exhibit, the Contract Documents, and the laws of the State of Texas.

2. Contractor shall provide and maintain, until the Work covered in the Contract is completed and accepted by County, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A. M. Best Company, or otherwise acceptable to County.

TYPE OF COVERAGE	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	**$ 1,000,000** per Accident
Bodily Injury by Disease	**$ 1,000,000** per Employee
	$ 1,000,000 aggregate Policy Limit

Comprehensive General Liability
(including completed operations and contractual liability insurance for bodily injury, death, or property damages)

Comprehensive General Liability	**$ 1,000,000** per Occurrence
	$ 2,000,000 aggregate Policy Limit

Comprehensive Automobile and Auto Liability Insurance
(covering owned, hired, leased, and non-owned vehicles)

Bodily injury (including death)	**$ 1,000,000** per Person **$ 1,000,000** per Occurrence
Property Damage	**$ 1,000,000** per Person **$ 1,000,000** per Occurrence
	No aggregate Policy Limit

Builder's Risk Insurance (all risks)
An all risk policy, in the amount equal at all times to **100% of the Contract Sum**. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of Contractor and shall name its Subcontractors as additional insureds. County shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

A. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

Flood insurance
(when specified in Supplementary General Conditions or Special Conditions.

Umbrella Coverage **$ 5,000,000**

Workers' Compensation Insurance

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by County.

Coverage - Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

Persons providing services on the Project ("Subcontractor") - includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of Contractor providing services on the Project, for the duration of the Project.

C. Contractor must provide a certificate of coverage prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

D. If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the Project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with County showing that coverage has been extended.

E. Contractor shall obtain from each person providing services on a project, and provide to County:

(1) a certificate of coverage, prior to that person beginning work on the Project, so County will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(2) no later than **seven (7) calendar days** after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

F. Contractor shall retain all required certificates of coverage for the duration of the Project and for **one (1) year** thereafter.

G. Contractor shall notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

H. Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. Contractor shall contractually require each person with who it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

(2) provide to Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

(3) provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(4) obtain from each other person with whom it contracts, and provide to Contractor:

- **a.** a certificate of coverage, prior to the other person beginning work on the Project; and
- **b.** a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for **one (1) year** thereafter;

(6) notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by **Paragraphs (1)-(7)**, with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing the Contract or providing or causing to be provided a certificate of coverage, Contractor is representing to County that all employees of Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles County to declare the Contract void if Contractor does not remedy the breach within **ten (10) calendar days** after receipt of notice of breach from County.

3. If insurance policies are not written for the amounts specified in this section, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

4. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

5. County shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this section.

6. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **seventy-five thousand dollars ($ 75,000)** in Contractor's insurance must be declared and approved in writing by County in advance.

EXHIBIT C

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted, or amended at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is not satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of County shall control as to the required actions of vendor and when such invoice must be paid by County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 County will only cover costs associated with travel on vendors outside a **fifty (50)-mile radius** from Williamson County, Texas.

2.2 County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor shall not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends, or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of **fifty ($50) per day** on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of **twenty ($20) per day**. The travel must be outside the Williamson County, Texas line by a **fifty (50)-mile radius**.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to **3.2**). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a **fifty (50)-mile radius** of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a **fifty (50)-mile radius** of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt shall include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 County will only reimburse up to a coach price fare for air travel.

5.2 County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage shall be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a **fifty (50)-mile radius**.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expenses

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)

10.5 Movie rentals

10.6 Damage to personal items

10.7 Flowers/plants

10.8 Greeting cards

10.9 Fines and/or penalties

10.10 Entertainment, personal clothing, personal sundries, and service

10.11 Transportation/mileage to places of entertainment or similar personal activities

10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available

10.14 Excessive weight baggage fees or cost associated with more than two airline bags

10.15 Auto repairs

10.16 Babysitter fees, kennel costs, pet, or house-sitting fees

10.17 Saunas, massages, or exercise facilities

10.18 Credit card delinquency fees or service fees

10.19 Doctor bills, prescription and other medical services

10.20 Hand tools

10.21 Safety Equipment (hard hats, safety vests, etc.)

10.22 Office Supplies

10.23 Lifetime memberships to any association

10.24 Donations to other entities

10.25 Any items that could be construed as campaigning

10.26 Community outreach items exceeding $2 per item

10.27 Technology Fees

10.28 Sales tax on goods purchased

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

a) For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

b) A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

.4 Complaints of Violations of Prevailing Wage Rates. Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. It the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7

The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9

When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10

The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1

The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1

Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2

The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4

All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY

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

Commissioners Court - Regular Session **40.**

Meeting Date: 12/06/2022

Approval of Purchase of Document Preservation of Probate Records by Kofile Technologies, Inc. for the County Clerk's Office

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Purchase of Document Preservation of Probate Records from Kofile Technologies, Inc. #202356 for conservation treatments, rehousing and imaging for the County Clerk's Office in the amount of $249,988.00 pursuant to TXMAS contract #TXMAS-18-3602, and authorizing execution of the proposal.

Background

Approval of this item will support the operations of the Williamson County Clerk's Office. Requisition #130699 was submitted along with the attached proposal. The ten-page proposal lists treatment specifications, scope of services and outlines the details of the conservation treatments, rehousing and imaging to be performed and includes preservation by page with a total of 38,939 pages being preserved at $6.42 per page for a total amount of $249,988.00. Per Billy Gerwick, Account Executive, the pricing was rounded down to an even dollar amount for a total price of $249,988.00 Legal, contract audit and budget have reviewed this purchase. This expenditure will be charged to 01.0384.0384.004550. Department point of contact is Nancy Rister.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kofile agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/01/2022 10:07 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:37 AM
Form Started By: Stephanie Robles		Started On: 11/30/2022 12:43 PM
Final Approval Date: 12/01/2022		

November 21, 2022

Honorable Nancy Rister
Williamson County Clerk

Preservation of Probate Records

SUBMITTED BY:
Billy Gerwick
Account Executive
billy.gerwick@kofile.com
(832) 373-9124

Kofile

6300 Cedar Springs Road, Dallas, TX 75235
p: 214.442.6668 | f: 214.442.6669
info@kofile.com | www.Kofile.com

Dear Honorable Nancy Rister,

This proposal addresses Williamson County Clerk's probate records and is presented by Kofile Technologies, Inc. (Kofile). Quoted services include conservation treatments, rehousing, and imaging. Archival rehousing includes encapsulation and loose-leaf binding into Archival Recorder Binders. Note that prices for the inventory herein are good for 90 days from the date of this assessment.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete Williamson County Clerk's modernization goals by taking an innovative approach to this project to ensure a successful outcome. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis and each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.

Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC).

Preservation minimizes the chemical and physical deterioration of the page which prolongs the existence and useful life of the original format. Preservation can include removal of the original from public access, creating a security copy, treatment, stabilization, preventative care, or digitization - or any maintenance or repair of the existing resource.

AREAS OF CONCERN

Sound preservation ensures accessibility to these irreplaceable and permanent documents forever.

Acidic Paper

Past papermaking utilized bleach to obtain white sheets. As a result, this paper becomes increasingly acidic as evidenced by embrittlement and yellowish-brown discoloring. Paper also embrittles when relative humidity drops or fluctuates.

Acidic Ink

Acidic inks can “eat” or “burn” through a sheet. Unmonitored temperature and relative humidity (RH) accelerate this process. Inks can also fade with exposure to UV light. Historically, iron gall inks were the standard. These inks contain sulfuric acid - which fades with time. With proper treatments, chemical breakdowns (such as acid hydrolysis) are remedied.

Mechanical Damage (Use & Abuse)

Everyday use greatly affects collections. Sheets bear signs of grime and the natural oils of hands. Exposed sheets are susceptible to damage and loss. Dirt and other pollutants can serve as ignition sources and weaken exposed paper. Exposed fragments become abused even with careful use.

Binding Margin

The binding margins of many volumes are compromised due to guillotining. In order to rebind and protect these sheets, encapsulation is the only solution. If a volume were rebound as is, without encapsulation, vital information would be lost in the binding margin.

Always question vendors if they recommend power cutters (guillotining) to dismantle sewn books. Kofile never attempts any procedure that could result in a loss of text or weaken the integrity of the paper. A sheet’s binding margin should never be compromised.

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Broken Book Block
Once a binding fails, damage escalates. Sheets are free to drift from the protection of the book block. With exposure, fragments become abused and susceptible to loss.

Failing Index Stacks
Index Books sustain the most use. Thus, they suffer greater risks of text loss and sheet deterioration. Paper strength is completely depleted from continuous use. Eventually, tabs and sheet fragments are lost. Immediate attention is required.

Tape & Non-Archival Adhesives
The Library of Congress warns about the culprits of "pressure sensitive tapes—such as scotch, masking, 'invisible,' quick-release, cellophane, and even so-called 'archival' tapes"— all are unstable. These tapes and adhesives "will stain the paper and may cause inks and colors to 'bleed.' Many lose their adhesive properties and fall off with age, leaving behind a residue that is unsightly, damaging to the item and difficult to remove."1

Adhesive stains lead to issues during imaging. Awarding a low-bid imaging and microfilm project may result in illegible images. To enhance image quality, conservation is essential. A conservator can remove water-based, synthetic, and pressure sensitive adhesives.

Page extenders are an inappropriate "quick fix" to a prevailing problem. To save this collection, the underlying issues causing the deterioration of the sheets' margins need correcting. The acid content of the sheet extenders only adds to the chemical breakdown of the paper's fibers.

Lamination Removal
Kofile conservators address the "Laminate" process to the fullest extent possible damage to underlying paper and inks in accordance with the AIC Code of Ethics and Guidelines Item 21. Conservators reverse the process and remove the laminate using a proprietary solvent solution. The possibility of removing the "Laminate" depends on careful testing at our conservation lab. In a small percentage of cases, the adhesive is resistant to the solvent solution and cannot be removed safely. Conservators will not attempt removal if the removal process will damage either the document's paper or ink. If conservators cannot remove the laminate safely, Kofile will contact the County directly to discuss alternatives.

Non-Archival Quality Materials
The off gasses of deteriorating metals contribute to the chemical breakdown of paper. Major culprits include the metal content of book spines, the surrounding physical environment, and non-archival fasteners (such as binder clips, paper clips, and staples). These off gasses eventually destroy the fabric of the volume. Another symptom of metal oxidation is foxing, or foxlike (reddish and brown color) stains or blotches on paper.

TEMPERATURE & HUMIDITY MONITORING

While temperature and limited air circulation are crucial to a document's longevity, humidity and water are the most destructive threats.

Relative Humidity (RH) refers to the amount of water vapor present in the air. Maintaining a set point

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of 40-45% RH is optimal, but costly. The maximum acceptable total RH variation, or operating range, is 5% on either side of this set point. RH should never exceed 55% or drop below 30%.

Even slight changes in temperature can double the natural aging rate of paper. In reality, temperature and RH are not consistent in a local courthouse (especially on weekends).

Temperatures above 75° F and RH higher than 60% encourage mold and other bacteria growth within 48—72 hours.

After exposure to water, pages adhere to one another when in a compressed environment. Separation without loss of text and water soluble inks (such as signatures) is vital. These records are extremely fragile.

The mitigation of mold or micro-organics (which can result with the introduction of water or humidity fluctuations), should only be attempted by a trained professional. Water damage can also lead to other issues such as binding failure. The necessary treatments are time consuming and require a highly skilled conservator.

Visit the Image Permanence Institute (IPI) at www.dpcalc.org to explore the correlation of temperature and RH on natural aging, mechanical damage, mold risk, and metal corrosion (as exampled above). The image above is property of IPI.

TREATMENT SPECIFICATIONS

Kofile regularly addresses historical and permanent documents, including manuscripts, typescripts, negative Photostats, tri-folds, blueprints, re-creations, plats, and maps. No treatment, repair, or maintenance is used that is not 100% reversible.

Dismantle

Original binding materials, such as threads and adhesive residues, are carefully removed. Old manuscripts often have protein-based binding adhesives such as fish, bone, or rabbit skin glues. The application of steam with specialized equipment can soften the materials that are otherwise difficult to remove. Guillotine cutters are never employed. If trimming is necessary, it is accomplished with handheld scissors or specialized shears designed for trimming fragile sheets carefully and accurately. One document is cut at a time to ensure no text is lost.

Surface Cleaning

Surface cleaning sheets removes materials and deposits including dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser.

Removal of Fasteners

Kofile removes fasteners, page markers, and any metal mechanisms. Fasteners, such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, etc., cause damage in short periods. This includes physical damage (decreased paper strength due to punctures or distortion) and chemical damage (rust).

Removal of Tape, Adhesives, Varnish, or Old Repairs

Varnish, tape, and adhesive residue are reduced as much as possible without further degrading the original. When possible, peelers and tape are removed with two primary mechanical techniques: Heat Removal or Peeling. Heat removal is used when adhesive is loose, old, or brittle. Peeling is used

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when removal by heat is unnecessary. Solvents are a last resort, and local application occurs only after testing.

A microspatula (sometimes heated) coaxes threads, tape, and glue from the paper. A Hot Tools remover can soften adhesive for removal. Dial-Temp controls the transfer of heat and guards against scorching. Remaining adhesive is treated with a gum compound eraser.

Adhesive reduction begins with the most benign process. If mechanical tape removal is unsuccessful, the next alternative is chemical. This is either a local or spot treatment or immersion in a solvent bath. Kofile ensures that its laboratories are equipped to process chemical treatments correctly and safely. Previous repairs that cannot be removed safely will remain.

If possible, water-soluble repairs are removed with water or steam. Only fully-trained, experienced, and supervised staff attempt removal of water-soluble repairs. While iron gall ink is safe for aqueous treatment, many inks may fade and compromise legibility. Extensive testing is required.

Flattening and Humidification

Improperly stored paper becomes inflexible and retains a memory of the storage position. Kofile's technicians are experienced with all methods and tools to "flatten" paper including the use of tacking irons, heat presses, and an Ultrasonic Humidification Chamber.

After careful testing, the Ultrasonic Humidification Chamber is used to correct the most fragile documents folds and bends. This significant investment, with which other private labs are rarely equipped, represents Kofile's foresight and commitment to offering the best available technology.

Mending torn paper is an art form and requires a variety of materials depending on the paper's color, tone, condition, and weight. The length of the tear(s) and the degree of embrittlement or fragmentation are also concerns. Kofile generally mends tears greater than 1/2" if the document is going to be encapsulated.

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A specialized paper and paste is commonly used and all mending materials are acid free and reversible. Mending strips are cut so the edge of the paper visually integrates with the page without clashing aesthetically or historically. Fragmented edges, folds, tears, cracks, voids, and losses are all mended in this fashion.

The mending paper used is strong and is transparent after application and while visible to the trained eye, it does not distract from the document.

A low-temperature, acrylic adhesive that bonds to the paper may also be used for reinforcement of damaged sheets. Kofile also constructs its own version with acid-free tissue paper and liquid acrylic adhesive.

An 1848 Probate Record before and after treatment. The image to the right shows the page after deacidification, tape removal, and mending with archival tissue.

Deacidification

Deacidification is only performed after careful pH and compatibility testing. Kofile is equipped with multiple custom-built spray exhaust booths. All are routed through a HVAC system for optimum performance.

A commercially-prepared buffer solution is applied to both sides of the sheet with compressed air sprayer equipment (see right picture). The solution is non-flammable and non-toxic. The active ingredient, magnesium oxide, neutralizes acid and provides an alkaline reserve. This chemical is inert, safe, and does not degrade the sheet.

Once the buffer is applied, the paper's pH alters slowly. After de-acidification, random testing ensures an 8 pH with a deviation of no more than 2-4%.

Encapsulation

In archival encapsulation, the document floats freely and is not taped or glued to the pocket. Kofile uses SKC SH725 polyester (Polyethylene Terephthalate - PET) which is the most inert, rigid,

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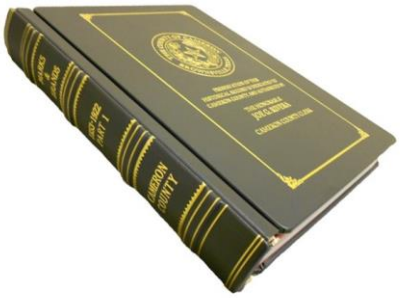
dimensionally stable (dimstab), and strongest plastic film. Otherwise known as Mylar® Type D or Melinex® 516, it is crystal clear, smooth, odorless, and is resistant to distorting or melting in case of fire.

Each sheet is encapsulated in a 2 mil patented polyester pocket: Lay Flat Archival Polyester Pocket™ , US Patent #7,943,220 B1, 5/17/2011. This pocket is welded closed on three sides, and a Reemay® strip, or spunbond polyester, statically seals out atmospheric pollutants while allowing off-gassing on the fourth side. This provides easy access to the original document without cutting the pocket (some companies weld all four sides).

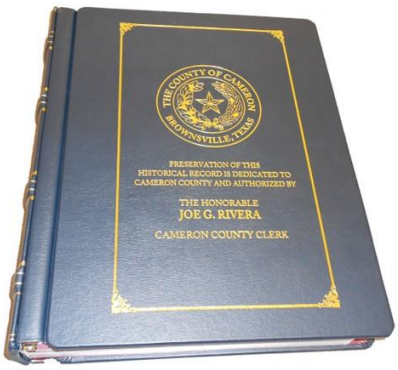
This construction allows for a flat book block and reinforces the binding edge for added strength and years of service. Available in custom sizes, the Pocket dimensions will match the 'book block' dimensions with a 1½" or 1¼" binding margin.

ARCHIVAL RECORDER BINDERS

Volumes are hand-cased at 250 pages or less and pockets are punched (on the binding edge). Books with large capacities may be split to account for the weight of the Mylar. Kofile punches pockets to any hole specifications and can repair/replace index tabs.



Kofile manufactures binder components at 1/4" incremental capacities on a per-book basis. Kofile punches sheets to any hole specifications and repair/replace index tabs as necessary. Kofile can manufacture custom binder sizes, shapes, spines, colors, and lettering. Each binder features durable cover boards and a spine to support the pages' weight. All materials, including the cover boards and adhesives, are acid free.



Stamping

Title stamping can follow the same format/style of the originals. A stamping sheet is sent for approval. If any titling, dates, or other information from an original volume is noted in error, Williamson County Clerk is notified. Any changes are approved by Williamson County Clerk. Tooling is performed with 23-karat gold foil.

Heritage Recorder Binder

The Heritage Recorder Binder (pictured right) is a post binder, but the binding can also be sewn. This binder is available in various colors in genuine or imitation leather, or canvas. Cover printing is foil on the leathers and hot stamp printing on the canvas.

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SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

Preservation—Conservation Treatments, Deacidify, Encapsulate, & Bind (PRV)

- Kofile creates a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary. A final quality check references this log.
- Dismantle volumes by hand (if applicable).
- Surface clean sheets. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser. Surface cleaning removes materials and deposits—e.g., dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants.
- Remove any non-archival repairs, adhesives, residual glues, or fasteners to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
- Deacidify sheets (each side of each sheet) after careful testing with Bookkeepers®. This commercial solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility testing). Random testing ensures an 8.5 pH with a deviation of no more than ± .5.
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Dimensions match the "book block" dimensions, with a 1¼" binding margin.
- Re-bind in custom-fitted and stamped archival quality binder. Each binder is manufactured on a per-book basis and sized to 1/4" incremental capacities. This binder is available with four hubs, a gold-tooled spine, and is roller shelf-compatible. A volume may return split due to the added weight of the Mylar, depending on page count.
- A dedication/treatment report is included in each binder.

PROJECT PRICING

This project is presented via TXMAS Contract No. **TXMAS-18-3602**. Please reference this number on the P.O. Without a signed agreement, prices are good for 90 days. Pricing is based on estimated page counts and condition levels. Pricing is finalized upon review at the Kofile lab. Billing occurs on actuals per mutually agreed upon pricing, not to exceed the P.O. without authorization.

Williamson County Clerk			
Project Overview			
Record Series	**Page Count**	**Level of Service**	**Estimated Total**
Probate Records	38,939	PRV	$249,988.00

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This proposal shall be governed by the terms of use found at https://kofile.com/termsandconditions.
Payment Terms: Net 30 Days upon completion.

CUSTOMER ACCEPTANCE

Signature of Authorized Official

Print Name of Authorized Official

Title of Authorized Official

Date

KOFILE ACCEPTANCE

Signature of Authorized Official

Michael Hill

Print Name of Authorized Official

Chief Revenue Officer

Title of Authorized Official

11.30.22

Date

PURCHASING VIA TXMAS

Please reference Contract No. **TXMAS-18-3602** directly on the P.O.

STATE OF TEXAS CO-OP MEMBER LISTING FOR Williamson County Clerk	
LINK	https://comptroller.texas.gov/auto-data/purchasing/co-op/c2460.php
CO-OP #	C2460
Contact	Joy Simonton; joy.simonton@wilco.org
Expiration	31-MAY-2023

Williamson County Clerk is billed using the following TXMAS line items:

TXMAS BILLING LINE ITEM						
Part No.	NIGP	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	LINE TOTAL
PRV701	96272	Record Book Preservation by Page	Page	$6.42	38,939	$249,988.00

ACCESSIBILITY OF RECORDS

Records held at Kofile are maintained as private and confidential material. Williamson County Clerk is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of Williamson County Clerk. This policy applies to any

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agreement, verbal or written, between Williamson County Clerk and Kofile.

The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Williamson County Clerk. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, in-vitees or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving Williamson County Clerk and to working together for the preservation and access of its public and historical assets.

Sincerely,

Billy Gerwick
Billy Gerwick
c: (832) 373-9124
e: billy.gerwick@kofile.com

rac

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Commissioners Court - Regular Session **41.**

Meeting Date: 12/06/2022

Approval of Agreement for Con-Smartnet with Presidio Networked Solutions Group, LLC for IT Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the agreement between Williamson County and Presidio Networked Solutions Group, LLC, for maintenance of Cisco equipment, for the total amount of $209,370.60, pursuant to the Texas DIR Contract #DIR-TSO-4167.

Background

The renewal of this agreement will benefit Williamson County by supporting maintenance for all Cisco network equipment such as routers, switches, phone system. Agreement provides for technical support and 24-hour replacement in the event of a failure. IT, Legal, Budget and Audit have reviewed this renewal agreement. Funding Source is 01.0100.0503.004500. The department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Presidio Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/01/2022 09:20 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:18 AM
Form Started By: Mary Watson		Started On: 11/17/2022 10:08 AM
Final Approval Date: 12/01/2022		

PRESIDIO™

QUOTE: [redacted]

DATE: 10/14/2022

PAGE: 1 of 1

TO:

Williamson County
Thomas Gillespie
301 SE Inner Loop Suite 106
Georgetown, TX 78626

thomas.gillespie@wilco.org
(p) 512-943-1108
(f) (512) 943-1672

FROM:

Presidio Networked Solutions Group, LLC
Daniel Guzman
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

dguzman@presidio.com
(p) +1.512.795.7146

Customer#: [redacted]

Account Manager: Daniel Guzman

Inside Sales Rep: Greg Hubbard

Title: Williamson County Smartnet Renewal 2022

Comments: *** If purchasing off of the Texas State Contract, please ensure the PO has the following information stated:Texas State DIR-TSO-4167***

Contract Vehicle: Texas DIR-TSO-4167 Cisco

#	Part #	Description	Unit Price	Qty	Ext Price
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL	$209,370.60	1 for 12 mo(s)	$209,370.60
		Comments: ***Please see excel spreadsheet for itemized list***			

Sub Total:	**$209,370.60**
Grand Total:	**$209,370.60**

This quote is governed by Terms and Conditions of Texas DIR-TSO-4167 Contract.
State of Texas Vendor ID 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
7701 Las Colinas Ridge #600,
Irving, TX 75063

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-4167
Tax ID# [redacted] Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Destination

No signed quote. PO required.

Commissioners Court - Regular Session **42.**

Meeting Date: 12/06/2022

Approval of Purchase of Panasonic Toughbooks for Countywide Departments from GTS Technology Solutions for IT Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the bulk order of Toughbooks for Williamson County Departments from GTS Technology Solutions for a total of $275,153.52 pursuant to DIR Contract #DIR-TSO-4025.

Background

The approval of this bulk order will benefit various of Williamson County Departments with Toughbooks, desktop docks, and public safety service bundle. Departments include:

Constables 1 thru 4
EMS
Fire Marshall / HazMat
Corrections / Jail
Sheriff's Office

The attached quote has the details of the order and the contents being purchased. Legal, IT, Budget and Audit have reviewed this quote. Multiple departmental funding sources are utilized as per the FY23 budget. The department point of contact is Holly Shell.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GTS Redacted Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/01/2022 09:56 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:19 AM
Form Started By: Mary Watson		Started On: 11/21/2022 11:19 AM
Final Approval Date: 12/01/2022		

GTS
TECHNOLOGY SOLUTIONS

Quote

Quote #: [redacted]
Date: [redacted]
Delivery Date:
Expire Date: [redacted]
Customer ID: [redacted]
Sales Contact: [redacted]

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

QUOTE FOR:	SHIP TO:
Williamson County	Williamson County

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Tanner Funke
	SHIPPING TERMS	**SHIP VIA**

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	FZ-55FZ-12KM: Panasonic FZ-55 Toughbook	DIR-TSO-4025	27.00	EACH	$3,099.25	$83,679.75
	NOTE: Public Sector Specific, Win10 Pro (Win11 DG), Intel Core i5-1145G7 vPro (up to 4.4GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), Dual Pass (Ch1: WWAN-GPS/Ch2:WWAN), Infrared Webcam, NO USB-C, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCADDPRM12B - 1 Year Absolute Resilience Panasonic Warranty Bundle SKU Only, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVCPDEP3Y - 3 Year Premier Deployment					
2	FZ-VNF551WIS: Panasonic FZ-55 Contactless SmartCard Reader xPAK	DIR-TSO-4025	27.00	EACH	$140.71	$3,799.17
3	FZ-G2AZ-0AKM: Panasonic G2 Toughbook	DIR-TSO-4025	2.00	EACH	$3,038.38	$6,076.76
	NOTE: Public Sector Specific, Win10 Pro (Win11 DG), Intel Core i5-10310U 1.7GHz vPro (4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16GB, 512GB OPAL SSD (quick-release), Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Infrared Webcam, 8MP Rear Camera, Standard Battery, TPM 2.0, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVC512SSD3Y - 3 Year No Return of Defective Drive, FZ-SVCTPNF3YR - 3 Year Protection Plus Warranty, CF-SVCADDPRM12B - 1 Year Absolute Resilience Panasonic Warranty Bundle SKU Only PS/EDU/SLG Bundle SKU Only					
4	FZ-VRFG211UIS: Pre-installed Contactless Smart Card Reader Rear xPAK for FZ-G2 Mk1	DIR-TSO-4025	2.00	EACH	$169.80	$339.60
5	FZ-40AC-01KM: Panasonic FZ-40 Toughbook	DIR-TSO-4025	24.00	EACH	$4,219.87	$101,276.88
	NOTE: Public Sector Specific - Standard 4G LTE, Win10 Pro (Win11 DG), Intel Core i5-1145G7 vPro (up to 4.4GHz), AMT, 14.0" FHD Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G EM7690, Quad Pass (BIOS Selectable), Mic and Infrared 5MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVCPDEP3Y - 3 Year Premier Deployment, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCADDPRM12B - 1 Year Absolute Resilience Panasonic Warranty Bundle SKU Only PS/EDU/SLG Bundle SKU Only					
6	FZ-VNF401UIS: Panasonic: Pre-installed contactless Smart card xPAK; Palmrest expansion area	DIR-TSO-4025	24.00	EACH	$150.92	$3,622.08
7	FZ-VEB551U: PANASONIC : DESKTOP DOCK FOR FZ-55. USB-A (4), HDMI (2), VGA, SERIAL, LAN, KENSINGTON LOCK, POWER BUTTON. NO AC ADAPTER INCLUDED	DIR-TSO-4025	10.00	EACH	$382.28	$3,822.80

Continued...

GTS TECHNOLOGY SOLUTIONS

Quote

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote #: [redacted]
Date: [redacted]
Delivery Date:
Expire Date: [redacted]
Customer ID: [redacted]
Sales Contact: [redacted]

QUOTE FOR:	SHIP TO:
Williamson County	Williamson County

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Tanner Funke
	SHIPPING TERMS	**SHIP VIA**

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
8	FZ-VEB401U: PANASONIC : Desktop Dock for FZ-40. USB-A (3),USB-C (3),HDMI,Serial,LAN (2),Kensington Lock,LED,Power Button. Includes one front USB-C,two video out (HDMI + one USB-C),rear USB-C are 10Gbps and 1.5A.	DIR-TSO-4025	24.00	EACH	$395.84	$9,500.16
9	DS-PAN-432: Docking Station with Power Supply for Panasonic's TOUGHBOOK 54 and 55 Rugged Laptop	DIR-CPO-4751	23.00	EACH	$705.92	$16,236.16
10	DS PAN 1505 4: Dock ng Stat on W th Advanced Port Rep cat on, Quad Pass Thru Antenna Connect on And Externa Power Supp y For Panason c's TOUGHBOOK 40 Laptop	DIR-TSO-4025	24.00	EACH	$1,104.26	$26,502.24
11	CF-SVCPSY4: 4th year Public Safety Service Bundle Add on (Year 4 only) Must be purchased in conjunction with PS bundle base unit Includes Premier Protection Plus Customer Portal Disk Image Management HDD No Return	DIR-TSO-4025	53.00	EACH	$334.31	$17,718.43
12	FZ-VEKG21LM: PANASONIC : Keyboard for FZ-G2. Emissive Color-selectable Backlit (4 levels). Handle/kickstand. USB-A, USB-C, Kensington Lock.	DIR-TSO-4025	2.00	EACH	$551.69	$1,103.38
13	CF-AA5713A2M: AC Adapter (100W) for FZ-55, CF-33, FZ-40	DIR-TSO-4025	11.00	EACH	$77.43	$851.73
14	FZ-VNP026U: PANASONIC : Replacement Digitizer Pen for FZ-G2. 2-button (Right-click, erase). Waterproof Meets IP55	DIR-TSO-4025	5.00	EACH	$41.97	$209.85
15	FZ-VZSU1HU: Standard Battery for FZ-55 Mk1. Can be used as a replacement for the main battery or as an optional second battery in the Front Expansion Area.	DIR-TSO-4025	2.00	EACH	$131.40	$262.80
16	FZ-VZSU1VU: PANASONIC : Standard Battery for FZ-G2	DIR-TSO-4025	1.00	EACH	$151.73	$151.73
17	FREIGHT CHARGE: Freight Charge	NON CONTRACT	1.00	EACH	$0.00	$0.00

Continued...

Quote

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote #: [redacted]
Date: [redacted]
Delivery Date:
Expire Date: [redacted]
Customer ID: [redacted]
Sales Contact: [redacted]

QUOTE FOR:	SHIP TO:
Williamson County	Williamson County

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	Tanner Funke
	SHIPPING TERMS	**SHIP VIA**

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE

Total Weight (EACH):	0	**Sales Total:**	$275,153.52
Total Volume (EACH):	0	**Freight & Misc.:**	$0.00
		Tax Total:	$0.00
		Total (USD):	$275,153.52

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.

Commissioners Court - Regular Session **43.**

Meeting Date: 12/06/2022

Approval of Quote for Replacement Body Cameras from GTS Technology for the Sheriff's Office

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Quote from GTS Technology for the total amount of $199,995.00 pursuant to DIR contract #DIR-CPO-4697, and authorizing the purchase detailed in the attached quote.

Background

The approval of this quote will benefit the Williamson County Sheriff's Office with the purchase of one hundred twenty (120) scheduled replacement body cameras and equipment. The attached quote details the cameras and equipment to be purchased. Legal, IT, Budget and Audit have reviewed this quote. The line item being charged is 01.0100.0503.003008 as per FY23 budget. The department point of contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted GTS Quote for Sheriff's Office

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/01/2022 10:10 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:34 AM
Form Started By: Mary Watson		Started On: 11/30/2022 11:16 AM
Final Approval Date: 12/01/2022		

GTS
TECHNOLOGY SOLUTIONS

Quote

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote #: [redacted]
Date: 11/15/2022
Delivery Date:
Expire Date: 12/15/2022
Customer ID: [redacted]
Sales Contact: Jonathan Wey

QUOTE FOR:	SHIP TO:
Williamson County Sheriff	Williamson County Sheriff

CUSTOMER P.O. NO.	TERMS	SALES REP
BWC	Net 30 Days	Tanner Funke
SHIPPING TERMS		**SHIP VIA**

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	WV-BWC4000: I-PRO AMERICAS INC. : BWC4000 CAMERA (INCL KLICK FAST MOUNTING STUD) NOTE: MSRP $1080.00	DIR-CPO-4697	120.00	EACH	$809.13	$97,095.60
2	IPS-BWC4-MNT-KIT: I-PRO AMERICAS INC. : IPS-BWC-MNT-BELTC,IPS-BWC-MNT-XMAG, IPS-BWC-MNT-MOLLE,IPS-BWC-MNT-VEST, IPS-BWC-MNT-STUD NOTE: MSRP $150.00	DIR-CPO-4697	120.00	EACH	$115.98	$13,917.60
3	WV-BWC40D1A: I-PRO AMERICAS INC. : I-PRO BWC4000 SINGLE DOCKING CHARGER STATION NOTE: MSRP $270.00	DIR-CPO-4697	150.00	EACH	$223.29	$33,493.50
4	IPS-BWC4-12V-WIRE: I-PRO AMERICAS INC. : I-PRO BWC4000 12V VEHICLE HARNESS NOTE: MSRP $30.00	DIR-CPO-4697	150.00	EACH	$26.35	$3,952.50
5	WV-BWC40D8: I-PRO AMERICAS INC. : i-PRO BWC4000 8-BAY DOCKING AND CHARGING STATION W/O AC ADAPTER NOTE: MSRP $1950.00	DIR-CPO-4697	9.00	EACH	$1,645.31	$14,807.79
6	IPS-BWC-AC100W: I-PRO AMERICAS INC. : i-PRO AC ADAPTER (100W) BWC 8-BAY DOCK CHARGER NOTE: MSRP $135.00	DIR-CPO-4697	9.00	EACH	$94.89	$854.01
7	IPS-ICV-UDE-OP3: I-PRO AMERICAS INC. : i-PRO ICV UDE ON-PREM DEVICE 3 YRS, INCL. DEVICE MGMT, SERVICE ENMT: 24X7 HELP DESK, SFTW MAINTENANCE AND SUPPORT. NOTE: MSRP $450.00	DIR-CPO-4697	120.00	EACH	$298.95	$35,874.00

Total Weight (EACH):	0	**Sales Total:**	$199,995.00
Total Volume (EACH):	0	**Freight & Misc.:**	$0.00
		Tax Total:	$0.00
		Total (USD):	$199,995.00

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.

Commissioners Court - Regular Session **44.**

Meeting Date: 12/06/2022

Approval of Contract Renewal #2 for RFP #1978 Custodial and Sanitation Supplies

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on renewing Contract # RFP #1978 for Custodian and Sanitation Supplies and Services, renewal option period #2, with McLemore Building Maintenance, for the same terms and conditions as the existing contract with the exception of department approved pricing changes per the attached pricing documentation for the term of January 1, 2023 - December 31, 2023.

Background

This is the second of four extensions for this contract. Facilities Management has confirmed the vendor met all of the County requirements for this contract and requests renewal. The price increase falls with the 25% allowed per bid contract term. The current increase is 11% using FY22 and FY23 annual cost. Funding Source will be 01.0100.0509.004962 in addition to various funding sources from other departments and 01.0546.0546.004999 (Animal Shelter). Department points of contact is Shantil Moore and Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Original Contract 2019

Renewal #2 Form and Price Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/01/2022 09:52 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:22 AM
Form Started By: Kim Chappius		Started On: 11/23/2022 09:46 AM
Final Approval Date: 12/01/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR CUSTODIAL SERVICES
(Mclemore Building Maintenance, Inc.)
(WilCo RFP #1978)

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Mclemore Building Maintenance, Inc.**, a Texas corporation with offices located at 110 Fargo St., Houston, Texas 77006 (hereinafter "Service Provider"). 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:

A. **As described in the attached WilCo RFP #1978 designated as Exhibit "A" and incorporated herein as if copied in full;**

B. **Service Provider's Response to WilCo RFP #1978, dated September 5, 2019, which is designated as Exhibit "B" and incorporated herein as if copied in full;**

C. **Service Provider's Best and Final Offer ("BAFO") designated as Exhibit "C" and incorporated herein as if copied in full;**

D. **Security Addendum designated as Exhibit "D" and incorporated herein as if copied in full; and**

E. **Any required insurance certificates.**

Should The County choose to add services in addition to those described in the above-referenced exhibits, 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 starting January 1, 2020 with the initial term continuing until December 31, 2021. At the end of the initial term of this contract, the parties, upon mutual agreement, shall have the option to renew this contract for up to four (4) additional and separate terms of twelve (12) months each upon the same terms and conditions contained herein, and pricing will presumptively remain the same. Exercise of the renewal option is at The County's sole discretion and shall be conditioned, at a minimum, on the Service Provider's performance of this contract and subject to: 1) same pricing or reasonable pricing close to the original pricing as agreed to by The County; and 2) the availability of funds. The County and Service Provider expressly agree that termination shall be Service Provider's sole remedy if the County chooses not to extend this contract for an additional twelve (12) month term.

III.

Consideration and Compensation: Service Provider will be compensated based on pricing set forth in Response(s) to RFP #1978, including the Best and Final Offer ("BAFO") from Service Provider, and include a total annual amount of $2,271,264.72 for the bulk of services which will be paid on a monthly basis in the amount of $189,272.05 for services rendered. Additionally, there are also: 1) discretionary special request service(s) at $18.50/hour; and (2) labor for the Williamson County Expo Center event services at $25.00/hour subject to budgeted amounts.

Any changes to pricing must be done in writing via amendment to this contract with formal approval by the Williamson County Commissioners Court.

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

fall on a Saturday or Sunday.

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 authorized sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

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

V.

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

A. **As described in the attached WilCo RFP #1978 designated as Exhibit "A" and incorporated herein as if copied in full;**

B. **Service Provider's Response to WilCo RFP #1978, dated September 5, 2019, which is designated as Exhibit "B" and incorporated herein as if copied in full;**

C. **Service Provider's Best and Final Offer ("BAFO") designated as Exhibit "C" and incorporated herein as if copied in full;**

D. **Security Addendum designated as Exhibit "D" and incorporated herein as if copied in full; and**

E. **Any required insurance certificates.**

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.

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; OR IF THE CLAIM IS COVERED BY SERVICE PROVIDER'S INSURANCE COVERAGE, BY COUNSEL CHOSEN BY THE COUNTY OR CHOSEN AFTER CONSULTATION WITH AND APPROVAL BY THE COUNTY ON CHOICE OF COUNSEL AND THE COUNTY SHALL NOT UNREASONABLY WITHHOLD SUCH APPROVAL), 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.

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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

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

WILLIAMSON COUNTY:

Authorized Signature

Bill Gravell Jr.
Printed Name

Date: November 19, 2019

SERVICE PROVIDER:

Authorized Signature

Richard B. Rodriguez
Printed Name

Date: 11/5/, 2019

WILLIAMSON COUNTY
1848

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	1978	**Department:**	FACILITIES MANAGEMENT
Vendor Name:	MCLEMORE BUILDING MAINTENANCE INC		
Purpose/Intended Use of Product or Service (summary): RENEWAL #2/JANITORIAL AND CUSTODIAL SERVICES			
Type of Contract:	RFP	**Start Date:**	01/01/2023
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	12/31/2023
Department Contact:	SHANTIL MOORE		

- **Williamson County wishes to extend this bid/proposal with a price increase (as detailed in the attached spreadsheet) and same terms and conditions as the existing contract with McLemore Building Maintenance Inc.**
- **PLEASE INCLUDE THE FOLLOWING:**
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 2nd of four (4) one (1) year renewal option periods:**

Renewal Option Period 2	January 1, 2023 – December 31, 2023
Renewal Option Period 1	January 1, 2022 – December 31, 2022
Initial Contract Period	January 1, 2020 – December 31, 2021

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

Vendor McLemore Building Maintenance, Inc.

Name Richard Rodriguez

Title President

Signature Richard B. Rodriguez

Date 11/22/22

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

Bill Gravell, Jr

Williamson County Judge

Signature_____

Date _____

Contract	Building Name	FY20 Monthly Expense	FY21 Monthly Janitorial Expense	Monthly Difference FY20 - FY21
1000	Historic Courthouse	$ 6,140.13	$ 6,140.13	$ -
1001	Historical Museum (Farmers St Bank Bldg)	$ 855.86	$ 855.86	$ -
1002	Georgetown Health Department	$ 1,852.32	$ 1,757.80	$ (94.52)
1003	Taylor Health Dept	$ 3,721.62	$ 3,634.88	$ (86.74)
1005	Round Rock Annex Bldg A	$ 1,697.18	$ 1,691.34	$ (5.84)
1006	Round Rock Annex Bldg B	$ 3,472.34	$ 3,444.82	$ (27.52)
1008	Sheriff Administration / Jail	$ 8,841.38	$ 8,565.02	$ (276.36)
1009	Criminal Justice Center	$ 34,633.61	$ 34,398.70	$ (234.91)
1011	Lott Bldg (SO)	$ 1,277.97	$ 1,208.47	$ (69.50)
1012	Health Dept Education Center	$ 761.47	$ 748.96	$ (12.51)
1013	Health Dept Environmental	$ 492.40	$ 467.38	$ (25.02)
1017	Game Warden	$ 171.90	$ 164.95	$ (6.95)
1019	303 MLK	$ 433.01	$ 409.38	$ (23.63)
1020	305 MLK	$ 356.98	$ 340.30	$ (16.68)
1022	Old Jail Building - Health Dept Admin	$ 699.90	$ 699.90	$ -
1026	Central Maintenance Facilities	$ 5,486.01	$ 5,219.77	$ (266.24)
1029	Storage/Warehouse / Brown Santa	$ 847.54	$ 847.54	$ -
1032	Cedar Park Annex	$ 6,117.40	$ 5,686.50	$ (430.90)
1033	Taylor Annex	$ 5,314.73	$ 5,090.23	$ (224.50)
1043	Inner Loop Annex	$ 11,599.50	$ 10,994.85	$ (604.65)
1044	Sheriff Office - Eastside	$ 406.56	$ 385.71	$ (20.85)
1045	Juvenile Justice Center	$ 16,585.01	$ 16,411.26	$ (173.75)
1046	Parking Garage CJC/Jail	$ 81.60	$ 81.60	$ -
1047	Taylor Expo Center	$ 2,333.58	$ 2,209.87	$ (123.71)
1048	JP Pct 4	$ 1,035.32	$ 980.45	$ (54.87)
1050	Sheriff Gun Range	$ 103.55	$ 109.05	$ 5.50
1051	Georgetown Tax Office	$ 3,084.06	$ 2,903.57	$ (180.49)
1062	Hutto Annex	$ 805.15	$ 805.15	$ -
1063	Facilities Services Center	$ 4,119.30	$ 4,063.70	$ (55.60)
1064	Children's Advocacy Center	$ 1,436.29	$ 1,359.84	$ (76.45)
1066	Round Rock Jester Annex	$ 5,532.16	$ 5,126.28	$ (405.88)
1071	Emergency Service Operation Center (ESOC)	$ 5,724.00	$ 5,307.00	$ (417.00)
1072	Parks HQ Southwest Regional Park	$ 1,127.41	$ 1,072.23	$ (55.19)
1073	Williamon County Cities Health District (WCCHD)	$ 6,149.90	$ 5,806.46	$ (343.44)
1075	Sheriff's Office Training Center (SOTC)	$ 6,264.75	$ 5,931.48	$ (333.27)
1077	Wireless Communication	$ 2,312.23	$ 2,235.43	$ (76.80)
1078	EMS Training	$ 11,491.67	$ 10,993.39	$ (498.28)
1079	Vehicle Impound	$ 1,276.54	$ 1,248.18	$ (28.36)
1080	Georgetown Annex	$ 17,948.70	$ 17,135.55	$ (813.15)
1082	Public Safety Bldg	$ 1,016.70	$ 981.95	$ (34.75)
1084	Georgetown Internal Audit	$ 976.15	$ 941.40	$ (34.75)
WCRAS	Wilco Regional Animal Shelter & Additional Building	$ 2,072.04	$ 1,884.71	$ (187.33)
	Monthly Total	**$ 186,655.92**	**$ 180,341.03**	**$ (6,314.89)**

Contract	Building Name	FY22 Monthly Janitorial Expense	Annual Cost
1000	Historic Courthouse	$ 6,140.13	73681.56
1001	Historical Museum (Farmers St Bank Bldg)	$ 855.86	10270.32
1002	Georgetown Health Department	$ 1,852.32	22227.84
1003	Taylor Health Dept	$ 3,721.62	44659.44
1005	Round Rock Annex Bldg A	$ 1,697.18	20366.16
1006	Round Rock Annex Bldg B	$ 3,472.34	41668.08
1008	Sheriff Administration / Jail	$ 8,841.38	106096.56
1009	Criminal Justice Center	$ 34,633.61	415603.32
1011	Lott Bldg	$ -	0
1017	Game Warden	$ 171.90	2062.8
1019	303 MLK	$ 433.01	5196.12
1020	305 MLK	$ 356.98	4283.76
1026	Central Maintenance Facilities	$ 5,486.01	65832.12
1029	Storage/Warehouse / Brown Santa	$ 100.00	1200
1032	Cedar Park Annex	$ 6,117.40	73408.8
1033	Taylor Annex	$ 5,314.73	63776.76
1043	Inner Loop Annex	$ 11,599.50	139194
1044	Sheriff Office - Eastside	$ 406.56	4878.72
1045	Juvenile Justice Center	$ 16,585.01	199020.12
1046	Parking Garage CJC/Jail	$ 81.60	979.2
1047	Taylor Expo Center	$ 2,333.58	28002.96
1048	JP Pct 4	$ 1,035.32	12423.84
1050	Sheriff Gun Range Restroom	$ 103.55	1242.6
	Sheriff Gun Range - Range Master HQ Building	$ 145.00	1740
	Sheriff Gun Range - Hutto Community Room	$ 145.00	1740
1051	Georgetown Tax Office	$ 3,084.06	37008.72
1062	Hutto Annex - Vacant Bldg	$ 805.15	9661.8
1063	Facilities Services Center	$ 4,119.30	49431.6
1064	Children's Advocacy Center - Vacant Bldg	$ 145.00	1740
1066	Round Rock Jester Annex	$ 5,532.16	66385.92
1071	Emergency Service Operation Center (ESOC)	$ 5,724.00	68688
1072	Parks HQ Southwest Regional Park	$ 1,127.41	13528.92
1073	Williamon County Cities Health District (WCCHD)	$ 6,149.90	73798.8
1075	Sheriff's Office Training Center (SOTC)	$ 6,264.75	75177
1077	Wireless Communication	$ 2,312.23	27746.76
1078	EMS Training	$ 11,491.67	137900.04
1079	Vehicle Impound	$ 1,276.54	15318.48
1080	Georgetown Annex	$ 17,948.70	215384.4
1082	Public Safety Bldg	$ 1,016.70	12200.4
1084	Georgetown Internal Audit	$ 976.15	11713.8
1024	Life Steps/Red House	$ 115.00	1380
1087	River Ranch	$ 650.00	7800
	Interpretive Center	$ 550.00	6600
1086	Commissioner - Pct 4	$ 100.00	1200
WCRAS	Wilco Regional Animal Shelter & Additional Building	$ 2,072.04	24864.48
Total		**$ 183,090.35**	**$ 2,197,084.20**

Contract	Building Name	2023 Monthly Janitorial Expense	Annual Cost
1000	Historic Courthouse	$ 6,537.12	$ 78,445.44
1001	Historical Museum (Farmers St Bank Bldg)	$ 870.00	$ 10,440.00
1002	Georgetown Health Department	$ 1,875.22	$ 22,502.64
1003	Taylor Health Dept	$ 3,738.04	$ 44,856.48
1005	Round Rock Annex Bldg A	$ 1,772.18	$ 21,266.16
1006	Round Rock Annex Bldg B	$ 3,462.34	$ 41,548.08
1008	Sheriff Administration / Jail	$ 9,801.38	$ 117,616.56
1009	Criminal Justice Center	$ 38,083.61	$ 457,003.32
1011	Lott Bldg	$ 695.00	$ 8,340.00
1017	Game Warden	$ 170.70	$ 2,048.40
1019	303 MLK	$ 441.28	$ 5,295.36
1020	305 MLK	$ 381.12	$ 4,573.44
1024	Life Steps/Red House	$ 155.00	$ 1,860.00
1026	Central Maintenance Facilities	$ 5,617.66	$ 67,411.92
1029	Storage/Warehouse / Brown Santa	$ 100.00	$ 1,200.00
1032	Cedar Park Annex	$ 7,307.40	$ 87,688.80
1033	Taylor Annex	$ 5,649.73	$ 67,796.76
1043	Inner Loop Annex	$ 12,155.31	$ 145,863.72
1044	Sheriff Office - Eastside	$ 431.06	$ 5,172.72
1045	Juvenile Justice Center	$ 19,040.01	$ 228,480.12
1046	Parking Garage CJC/Jail	$ 56.30	$ 675.60
1047	Taylor Expo Center	$ 2,447.34	$ 29,368.08
1048	JP Pct 4	$ 1,049.33	$ 12,591.96
1050	Sheriff Gun Range Restroom	$ 105.00	$ 1,260.00
	Sheriff Gun Range - Range Master HQ Building	$ 210.00	$ 2,520.00
	Sheriff Gun Range - Hutto Community Room	$ 220.00	$ 2,640.00
1051	Georgetown Tax Office	$ 3,204.00	$ 38,448.00
1062	Hutto Annex - Vacant Bldg	$ 805.12	$ 9,661.44
1063	Facilities Services Center	$ 4,384.10	$ 52,609.20
1064	Children's Advocacy Center - Bldg 1	$ 1,816.29	$ 21,795.48
	Children's Advocacy Center - Bldg 2	$ 2,939.00	$ 35,268.00
1066	Round Rock Jester Annex	$ 5,805.42	$ 69,665.04
1071	Emergency Service Operation Center (ESOC)	$ 5,930.24	$ 71,162.88
1072	Parks HQ Southwest Regional Park	$ 1,171.55	$ 14,058.60
1073	Williamon County Cities Health District (WCCHD)	$ 6,493.11	$ 77,917.32
1075	Sheriff's Office Training Center (SOTC)	$ 6,414.75	$ 76,977.00
1077	Wireless Communication	$ 1,297.91	$ 15,574.92
1078	EMS Training	$ 11,491.67	$ 137,900.04
1079	Vehicle Impound	$ 1,159.54	$ 13,914.48
1080	Georgetown Annex	$ 19,583.70	$ 235,004.40
1081	Liberty Hill CSCD	$ 530.00	$ 6,360.00
1082	Public Safety Bldg	$ 1,075.00	$ 12,900.00
1084	Georgetown Internal Audit	$ 1,056.15	$ 12,673.80
1087	River Ranch	$ 880.00	$ 10,560.00
	Interpretive Center	$ 1,215.00	$ 14,580.00
1086	Commissioner - Pct 4	$ 150.00	$ 1,800.00
1090	Bob Phillips Building	$ 920.00	$ 11,040.00
WCRAS	Wilco Regional Animal Shelter & Additional Building	$ 2,856.24	$ 34,274.88
Total		**$ 203,550.92**	**$ 2,442,611.04**

Notes: Price increase falls with 25% allowed per bid contract term. The current increase is 11% using FY22 and FY23 annual cost.

Commissioners Court - Regular Session **45.**

Meeting Date: 12/06/2022

Approval Quote for Equipment and Materials from I-Con Systems, Inc. for the Williamson County Jail for Facilities Management

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 a quote for equipment and materials from I-Con Systems, Inc. for the Williamson County Jail in the amount of $38,522.07, and exempting I-Con Systems, Inc. from competitive bidding requirements per Texas Local Government Code §262.024(a)(7)(D)[captive replacement parts or components for equipment].

Background

Approval of this item will facilitate the purchase of controllers, solenoids, valve fittings, manifolds, actuators with associated fittings, and appurtenances needed to manage and control the dispensing of water throughout the jail prison cells meeting TAC Title 37 Public Safety and Corrections, Part 9 Texas Commission on Jail Standards; All materials are compatible and equal to existing captive equipment and control systems used for the jail. Installation will be done by Facilities Management personnel, and through a service contract for the larger scope elements. Materials will be installed in the medical section of the Jail as well as replace items damaged during construction projects and by inmates throughout their tenure in the jail. Funding source is 01.0100.1008.004059. Department point of contact is Angel Gomez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	11/29/2022 03:53 PM
Purchasing (Originator)	Joy Simonton	12/01/2022 09:42 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:22 AM
Form Started By: Gretchen Glenn		Started On: 11/23/2022 09:52 AM
Final Approval Date: 12/01/2022		

I-CON

www.i-con.com | (800) 240-3578

Quotation

Document Number	[redacted]
Document Date	11/17/2022
Customer ID	[redacted]
Customer Requisition	
Payment Terms	Net 30 days
Customer Reference	Williamson County Jail
Customer Tax ID	

Quote expires on 12/12/2022
Reference Quote Number When Ordering

BILL TO

Williamson County Jail
3101 SE Inner Loop
Georgetown, TX 78626

SHIP TO

Williamson County Jail
3101 SE Inner Loop
Georgetown, TX 78626

Contact: Thomas Crockett
Phone: 254-415-5873

Item Number	Ship. Mthd.	Qty.		Unit Price	Net Price
102605 : S : 001	UPS GND	15.00	EACH	$182.92	$2,743.80
ICON-02888 | NEXUS X11.4 1 I/O AC Controller : S : 001 001 S					
100191 : 2E2S : 001 : No CAM	UPS GND	14.00	EACH	$473.61	$6,630.54
ICON-03208 | NEXUS X12 8 I/O AC Controller : 2E2S : 001 : No Add-On Modul					
100236	UPS GND	1.00	EACH	$231.31	$231.31
NEXUS X12 Runtime & Lockout Adjuster					
100290 : E3 In Fit : 0914	UPS GND	28.00	EACH	$185.93	$5,206.04
ICON-03723 | MOMENTUM Flush Valve : E3 In Fit : 0914 Solenoid					
102824 : 2 Stage : Std Fit : 0914	UPS GND	14.00	EACH	$343.86	$4,814.04
ICON-03783 | ELEMENT II Lavatory Manifold : 2 Stage : Std Fit : 0914 Sole					
100438 : 1 Stage : Std Fit : 0914 HF	UPS GND	15.00	EACH	$163.25	$2,448.75
ICON-03789 | Pre-Tempered Shower Manifold : 1 Stage : Std Fit : 0914 High					
100134 : 6'	UPS GND	99.00	EACH	$8.51	$842.49
ICON-04194 | Cable for TruFIRE 24v AC Solenoid : 6'					
100146 : 2'	UPS GND	43.00	EACH	$96.00	$4,128.00
ICON-03665 | TruTOUCH LED Sensor : 2'					
100134 : 6'	UPS GND	43.00	EACH	$8.51	$365.93
ICON-04194 | Cable for TruFIRE 24v AC Solenoid : 6'					
100215 : 2'	UPS GND	56.00	EACH	$66.66	$3,732.96
ICON-03664 | TruTOUCH Sensor : 2'					
100141 : 6'	UPS GND	56.00	EACH	$5.99	$335.44
ICON-04181 | Cable for TruTOUCH Sensor : 6'					
100107	UPS GND	28.00	EACH	$12.46	$348.88
1-1/2" Brass Vacuum Breaker Nut					

We're just a phone call away!
Voice: (407) 365-6241 • Toll-Free: (800) 240-3578

Visit us online at: https://www.i-con.com/

Subtotal	$38,041.66
Tax	$0.00
Freight / Charges	$480.41
Trade Discount	$0.00
Total	$38,522.07

I-CON

www.i-con.com | (800) 240-3578

Quotation

Document Number	[redacted]
Document Date	11/17/2022
Customer ID	[redacted]
Customer Requisition	
Payment Terms	Net 30 days
Customer Reference	Williamson County Jail
Customer Tax ID	

Quote expires on 12/12/2022
Reference Quote Number When Ordering

BILL TO

Williamson County Jail
3101 SE Inner Loop
Georgetown, TX 78626

SHIP TO

Williamson County Jail
3101 SE Inner Loop
Georgetown, TX 78626

Contact: Thomas Crockett
Phone: 254-415-5873

Item Number	Ship. Mthd.	Qty.		Unit Price	Net Price
100108	UPS GND	28.00	EACH	$4.48	$125.44
Vacuum Breaker Repair Kit with Friction Washer					
100102 : 1-1/2" : 21" : Raw Brass : No Trans	UPS GND	28.00	EACH	$47.42	$1,327.76
ICON-03634 | Vacuum Breaker Tube : 1-1/2" : 21" : Raw Brass : No Trans					
100095 : 2" : 7/8"	UPS GND	99.00	EACH	$5.12	$506.88
ICON-03549 | Round Escutcheon : 2" : 7/8" Hole *2" 7/8" Hole*					
100095 : 2-7/8" : 7/8"	UPS GND	28.00	EACH	$8.07	$225.96
ICON-03551 | Round Escutcheon : 2-7/8" : 7/8" Hole *2-7/8" 7/8" Hole*					
100095 : 4" : 7/8"	UPS GND	15.00	EACH	$16.13	$241.95
ICON-03552 | Round Escutcheon : 4" : 7/8" Hole *4" 7/8" Hole*					
100326	UPS GND	15.00	EACH	$12.98	$194.70
Core Drill Adapter for I-CON Sensor to 3/8" Pipe Nipple					
100094	UPS GND	15.00	EACH	$3.73	$55.95
3/8" NPSL Brass Core Drill Nut					
100089 : 10"	UPS GND	15.00	EACH	$9.13	$136.95
ICON-03522 | Core Drill Pipe Nipple : 10"					
100098 : 3/8" : 50'	UPS GND	3.00	EACH	$77.45	$232.35
ICON-03608 | Poly Tubing : 3/8" : 50'					
100098 : 1/2" : 100'	UPS GND	3.00	EACH	$197.05	$591.15
ICON-03612 | Poly Tubing : 1/2" : 100'					
100090 : 1/2F_1/2F : 20"	UPS GND	63.00	EACH	$9.73	$612.99
ICON-03533 | Braided Stainless Steel Connector : 1/2" FPT by 1/2" FPT : 2					

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Voice: (407) 365-6241 • Toll-Free: (800) 240-3578

Visit us online at: https://www.i-con.com/

Subtotal	$38,041.66
Tax	$0.00
Freight / Charges	$480.41
Trade Discount	$0.00
Total	$38,522.07

I-CON

www.i-con.com | (800) 240-3578

Quotation

Document Number	[redacted]
Document Date	11/17/2022
Customer ID	[redacted]
Customer Requisition	
Payment Terms	Net 30 days
Customer Reference	Williamson County Jail
Customer Tax ID	

Quote expires on 12/12/2022
Reference Quote Number When Ordering

BILL TO

Williamson County Jail
3101 SE Inner Loop
Georgetown, TX 78626

SHIP TO

Williamson County Jail
3101 SE Inner Loop
Georgetown, TX 78626

Contact: Thomas Crockett
Phone: 254-415-5873

Item Number	Ship. Mthd.	Qty.	Unit Price	Net Price
100036 : 30° : SH Only	UPS GND	14.00 EACH	$140.10	$1,961.40

ICON-03329 | Fixed Shower Head with Adjustable Spray : 30° : SH Only

Notes

Unless otherwise stated, quote does not include shipping and handling and is FOB Origin, Freight Prepaid and Add

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Visit us online at: https://www.i-con.com/

Subtotal	$38,041.66
Tax	$0.00
Freight / Charges	$480.41
Trade Discount	$0.00
Total	$38,522.07

Terms and Conditions of Sale

Revised as of August 1st, 2022

1. APPLICABILITY. These Terms and Conditions of Sale are an abridged version of I-CON's standard Terms and Conditions of Sale accessible at https://www.i-con.com/terms-and-conditions ("**Terms**") and apply to all sales of goods and products (collectively, "**Products**") I-CON makes to a customer pursuant to the customer's order or other offer to purchase Products (collectively, "**Order**"). All Orders incorporate the Terms into, and make them a part of, all Orders as if fully repeated in all Orders (regardless of whether any Order specifically incorporates these Terms).

2. CUSTOMER TERMS AND CONDITIONS. As used in these Terms, "**Customer Terms and Conditions**" means all terms and conditions in any customer acknowledgement, bid, confirmation, communication, offer, Order, proposal, purchase order, request, solicitation, or other writing that attempts or purports to impose any (i) additional, amended, conflicting, deleted, different, inconsistent, limiting, modified, non-identical, qualifying, rejecting, substitute, or supplementary terms and conditions to these Terms or (ii) otherwise affect these Terms in any way. Notwithstanding any Customer Terms and Conditions, I-CON expressly and unequivocally conditions Product sales to customer upon customer's acceptance of, and agreement with, these Terms and no Customer Terms and Conditions. All Customer Terms and Conditions shall be disregarded in their entireties. No Customer Terms and Conditions are part of an Order or any contract between the customer and I-CON. Any Customer Terms and Conditions will have no validity or force or effect and will not be deemed part of a contract between I-CON and customer. I-CON objects to, and rejects all, Customer Terms and Conditions. Customer shall not assert against I-CON and irrevocably, unconditionally, unqualifiedly, and unequivocally waives any action, allegation, argument, assertion, cause of action, claim, defense, demand, proceeding, or suit, whether at law or in equity (collectively, "**Claims**"), that any Customer Terms and Conditions either (i) amend, conflict with, delete, differ from, are inconsistent with, limit, modify, are non-identical, qualify, reject, substitute, supplement, or (ii) otherwise affect these Terms in any way. I-CON's failure to object specifically to any Customer Terms and Conditions will not validate or give effect to such Customer Terms and Conditions in any way or modify or otherwise affect these Terms in any way.

3. ORDERS. All Orders are subject to I-CON's acceptance or rejection, in I-CON's sole discretion, and shall comply with I-CON's requirements as to form and substance. No Order will be binding upon I-CON until the earlier of (i) one of I-CON's authorized employees accepts and confirms the Offer in writing ("**Order Confirmation**") or (ii) I-CON delivers Products to customer pursuant to the Order. If I-CON does not issue an Order Confirmation or deliver Products to customer pursuant to the Order on or before the 30th day after I-CON receives the Order, then, without any additional action of I-CON or the customer, the Order will be deemed to have lapsed and be invalid and of no force or effect. If I-CON issues an Order Confirmation, customer shall confirm that all information in the Order Confirmation (including pricing, type of Products, and quantities of Products) is accurate and complete on or before the third business day of the Order Confirmation's date; and, if customer fails to confirm an Order Confirmation's accuracy and completeness within such 3 business day period, the Order Confirmation will be deemed accurate, complete, and binding upon customer. I-CON may cancel accepted but unfilled Orders, with or without cause, and without liability to customer. If customer cancels or modifies an Order prior to I-CON's delivery of all or part of the Order, customer will pay (i) all costs I-CON shall have incurred through the cancellation or modification date, (ii) all costs I-CON incurs after the cancellation or modification date relating to the cancellation or modification, and (iii) in I-CON's sole discretion, a service charge in an amount up to but not exceeding 25% of the total Order price; however, customer may not cancel or modify Orders for non-stock or custom fabrication Products (collectively, "**Custom Products**") at any time, except, in I-CON's sole discretion, upon customer's payment of (i) all costs I-CON shall have incurred through the cancellation or modification date, (ii) all costs I-CON incurs after the cancellation or modification date relating to the cancellation or modification, and (iii) a service charge that I-CON shall set based upon the Order's size and pricing. I-CON may refuse any Order for less than $50. If an Order is for any Custom Product, Customer will provide all measurements and other specifications for the Custom Product ("**Custom Specifications**") to I-CON. Notwithstanding anything to the contrary in these Terms, (i) Customer must submit all Custom Specifications in writing to I-CON's engineering department for prior acceptance and I-CON for pricing, (ii) I-CON's engineering department must accept the Custom Specifications in writing and Customer must accept I-CON's pricing in writing before I-CON will be deemed to have accepted an Order for any Custom Product pursuant to these Term, (iii) I-CON's acceptance of any Custom Specifications will be limited to its acknowledgment that it can manufacture the Custom Specifications, (iv) Customer will be solely responsible and liable for all issues, Claims, and Liabilities arising out or, or relating to, its Custom Specifications (including, without limitation, their sizing and dimensions, fitness for a particular purpose, suitability for use, merchantability, and all other issues), (v) I-CON's sole obligation and liability will be to manufacture the Custom Product according to the Custom Specifications, (vi) I-CON's acceptance of any Custom Specifications will not constitute an approval of the Custom Specifications for any purpose or in any way including, without limitation, that any architect, engineer, or other third party will accept or approve the Custom Product or Custom Specifications. All amendments, changes, modifications, or supplements to any Custom Specifications that I-CON has accepted must be submitted to I-CON for its renewed acceptance and pricing. All Orders for Custom Products are subject to these Terms' provisions governing cancellation and modification of Orders.

4. PRICE AND PAYMENT. Customer will purchase Products at the prices I-CON shall quote to customer in writing, without set-off, reduction, discount, recoupment, or withholding. I-CON does not grant prepayment discounts. I-CON may change Prices without notice at any time, and I-CON's price quotes are conditioned upon customer's acceptance of them on or before the 30th day after their date, unless expressly stated otherwise in a price quote. All price quotes containing typographic or clerical errors are subject to I-CON's correction and will not be binding upon I-CON. Customer will pay in full all invoiced amounts in U.S. dollars on or before the 30th day after I-CON's invoice date, without set-off, reduction, discount, recoupment, or withholding, by such means as I-CON shall require from time to time. If payment shall be due on a non-banking day when banks or financial institutions are not open to receive funds, customer shall make payment on the next banking day. Customer will pay a service charge on delinquent invoiced amounts at the lesser of 2% per month or the highest rate permissible under applicable Laws, calculated daily and compounded monthly. Customer will reimburse I-CON for all costs I-CON incurs to collect delinquent amounts, including I-CON's attorneys' fees. I-CON may refuse to sell or deliver Products to customer if customer is then delinquent in making a payment or otherwise in breach of these Terms. I-CON may fix or change from time to time any credit terms upon which I-CON may be willing to sell Products to customer and may decline to sell or deliver Products to customer until customer has met I-CON's credit terms. Unless specifically set out in an Order Confirmation, I-CON's pricing for Products that customer shall order do not constitute "most favored customer" pricing. Customer will pay for Products by one of the following methods: ACH/electronic funds transfer; credit card; wire payment; or check. Customer shall mail any payment by check to the following address: I-CON Systems, Inc., P.O. Box 748371, Atlanta, Georgia 30374-8371.

Approved and Accepted by Buyer (Sign and Return) [redacted]

Company:_____ **Print Name:**_____

Title:_____ **Signature:**_____ **Date:**_____

Payment Method

□ **Purchase Order:**_____ □ **Credit Card (Provide when order is placed)**

// PLEASE VERIFY THAT THE BILL TO AND SHIP TO INFORMATION LISTED ON THE QUOTE IS CORRECT BEFORE PLACING ORDER //

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Visit us online at: https://www.i-con.com/

Subtotal	$38,041.66
Tax	$0.00
Freight / Charges	$480.41
Trade Discount	$0.00
Total	$38,522.07

I-CON Systems, Inc.

Terms and Conditions of Sale Addendum

Williamson County Jail [redacted]

- 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: Company agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine 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 work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Company reasonable advance notice of intended audits.

Approved and Accepted by Buyer (Sign and Return) [redacted]

Company:_____ Print Name:_____

Title:_____ Signature:_____ Date:_____

Payment Method

☐Purchase Order:_____ ☐Credit Card (Provide when order is placed)

PLEASE VERIFY THAT THE BILL TO AND SHIP TO INFORMATION LISTED ON THE QUOTE IS CORRECT BEFORE PLACING ORDER

Approved and Accepted by I-CON Systems, Inc. [redacted]

Signature:_____ Date: 11/17/2022

Print Name: Chad Dixon Title: VP Finance

Commissioners Court - Regular Session **46.**

Meeting Date: 12/06/2022

Approval of Master Service Agreement for Disaster Restoration

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Master Services Agreement #202382 with Blackmon Mooring of Austin, Inc. for Emergency Response Property Damage Restoration in the annual not-to-exceed amount of $250,000.00, as per TIPS Contract #22050101 and approving execution of all associated documents.

Background

This Master Service Agreement includes document, books, vital records recovery, and restoration services caused by fire, water, smoke etc., reconstruction, moisture control, microbial remediation, HVAC decontamination & cleaning, debris removal & demo, electronic restoration and telecommunications recovery, industrial equipment restoration, media recovery and project management in case of emergencies. The not-to-exceed amount in this agreement is $250,000 as this is for Emergency Situations. Funding Source will be 01.0100.0509.004510 in addition to various funding sources from other departments and 01.0546.0546.004999 (Animal Shelter). Department points of Contact are Shantil Moore or Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/01/2022 09:58 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:24 AM
Form Started By: Kim Chappius		Started On: 11/28/2022 02:06 PM
Final Approval Date: 12/01/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

CONTRACT
FOR
DISASTER RESTORATION AND
EMERGENCY RECOVERY SERVICES
(Williamson County Facilities)

(Blackmon Mooring of Austin, LLC – TIPS #22050101)

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 **Blackmon Mooring of Austin, LLC (hereinafter "Service Provider")**, 2251 Picadilly Drive Suite C320, Round Rock, TX 78664 (512-812-7572) . 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 TIPS Contract #22050101 for disaster restoration and emergency repairs and related services.**

Should The County choose to add services in addition to those described in TIPS Contract #22050101, 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 July 31, 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 TIPS Contract #22050101. 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 $250,000.00 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. TIPS #22050101;

B. Facilities Department Additional Terms & Conditions for Roof Maintenance and Related Services (when applicable);

C. Williamson County Vendor Reimbursement Policy, as amended; and

D. 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
_____	Mark T. Dugan
Printed Name	Printed Name
Date: _____ ___, 2022	Date: November 30, 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. CTTC
  - 2.1.1.4. ESOC
  - 2.1.1.5. SOTC
  - 2.1.1.6. 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.

6.5. **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 8:00 am and 5:00 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 5:00 pm and before 8:00 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 B – 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. **BILLING:**

12.1. 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.

12.2. Invoices shall contain the following information prior to the Williamson County Contract Administrator or designee submitting for payment processing:

12.2.1. Name and address of Contractor;

12.2.2. Contractor's Texas Identification Number;

12.2.3. Contractor's invoice remittance address;

12.2.4. Itemized and detailed description of services provided; and

12.2.5. Total price for each product and/or service provided.

12.3. Williamson County fiscal year is October 1st – September 30th. Invoices for services rendered and materials installed must be paid in the appropriate fiscal year.

12.4. 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.

12.5. **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.

13. **SUBCONTRACTING:**

13.1. 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.

13.2. No subcontractor under this contract shall act as the primary vendor of responsibility for the services.

13.3. The Contractor shall be the only contact for Williamson County Contracts Administrator or designee and subcontractors.

13.4. The Contractor shall manage all quality and performance, project management, and schedules for subcontractors.

13.5. Contractor shall be held solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.

13.6. 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).

13.7. Any negative response may result in disqualification of the subcontractor.

13.8. Williamson County Contracts Administrator or designee retains all rights to request removal of Contractor's subcontractor staff deemed unsatisfactory by Williamson County.

13.9. Subcontracting shall be at the Contractor's expense.

14. CONTRACTOR ACCESS:

14.1. 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.

15. EXISTING UTILITIES AND STRUCTURES:

15.1. 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.

16. TRAVEL TIME:

16.1. 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.

17. TRAINING OF WILLIAMSON COUNTY PERSONNEL:

17.1. Contractor shall provide training to Williamson County designated personnel for all mechanical equipment, and parts installed, upon request by the Contract Administrator or designee.

17.2. Contractor shall provide hands on training pertaining to electrical panel and relevant systems to ensure staff are familiar with systems, upon request.

17.3. 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.

18. DISPOSAL OF SALVAGEABLE ITEMS:

18.1. 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.

19. TOBACCO USE:

19.1. Tobacco Free - Contractor personnel and subcontractors are prohibited from using tobacco products while performing services under this contract.

19.2. 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.

19.3. 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.

20. CONTRACATOR'S RESPONSIBILITIES AND WARRANTIES:

20.1. **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).

20.1.1. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.

20.1.2. **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:

20.1.2.1. A quality to pass without objection in the trade under the Contract description;

20.1.2.2. Fit for the intended purposes for which the materials or services are used;

20.1.2.3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

20.1.2.4. Adequately contained, packaged and marked as the Contract may require; and

20.1.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

20.1.2.6. **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.

20.1.3. **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.

20.1.4. **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.

20.2. **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.

20.3. **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.

20.4. **NOTICE OF DEFECTS:**

20.4.1. 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.

20.5. **OPERATIONS AND MAINTENANCE MANUALS:**

20.5.1. 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.

20.6. **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

Attachment E -
Williamson County Building List

#	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

TIPS RFP 190503 Disaster Restoration and Emergency Recovery Services (2 PART with JOC)

Blackmon Mooring/ BMS CAT

IF YOUR COMPANY OFFERERS ANY SERVICES WITH THE GOODS OFFERED ON PRICING SHEET 1, PLEASE COMPLETE ALL SECTIONS BELOW - failure to do so may limit the award scope by TIPS and limit services you can sell to members

Section A - Pricing Option - Listed services

SERVICES TEMPLATE PRICING

If you wish to include pricing in a more appropriate format for your business model, please note here that you did and upload it as you would this form. You may create another worksheet on this spreadsheet but note here if you have done so and name the worksheet on the tab at bottom.

If not applicable, mark as NA and upload to the system

Service or Travel type or service component name	Description	PLEASE SPECIFY UNIT PRICED-(eg. Hour, day, per person, etc)	Year 1 Unit Cost - Not to Exceed	% Discount	TIPS Price - Not to Exceed	What is the maximum price increase for the above services in percentage from year one to year two and form year two to year three? Insert percentage in cell(s) below.
SEE INSTRUCTION SHEET IN RFP ATTACHMENTS FOR DETAILS						
General Cleaning Labor	Hourly rate - Straight time	Per GCL per hour	$33.50	5.00%	$31.82	5.00%
General Cleaning Labor	Hourly Rate - Overtime	Per GCL per hour	$50.25	5.00%	$47.74	5.00%
Construction Labor	Hourly rate - Straight time	Per Laborer per hour	$45.00	5.00%	$42.75	5.00%
Construction Labor	Hourly Rate - Overtime	Per Laborer per hour	$67.50	5.00%	$64.13	5.00%
General Restoration Supervisor	Hourly rate - Straight time	Per GRS Per Hour	$70.00	5.00%	$66.50	5.00%
General Restoration Supervisor	Hourly Rate - Overtime	Per GRS Per Hour	$105.00	5.00%	$99.75	5.00%
Remediation Supervisor/ Technician	Hourly rate - Straight time	Per Person per hour	$75.00	5.00%	$71.25	5.00%
Remediation Supervisor/ Technician	Hourly Rate - Overtime	Per Person per hour	$112.50	5.00%	$106.88	5.00%
Carpenter/ Framer	Hourly rate - Straight time	Per Person per hour	$68.00	5.00%	$64.60	5.00%
Carpenter/ Framer	Hourly Rate - Overtime	Per Person per hour	$102.00	5.00%	$96.90	5.00%
Painter/ Drywaller	Hourly rate - Straight time	Per Person per hour	$68.00	5.00%	$64.60	5.00%
Painter/ Drywaller	Hourly Rate - Overtime	Per Person per hour	$102.00	5.00%	$96.90	5.00%
Roofing Laborer	Hourly rate - Straight time	Per Person per hour	$68.00	5.00%	$64.60	5.00%
Roofing Laborer	Hourly Rate - Overtime	Per Person per hour	$102.00	5.00%	$96.90	5.00%
Roofer	Hourly rate - Straight time	Per Person per hour	$80.00	5.00%	$76.00	5.00%
Roofer	Hourly Rate - Overtime	Per Person per hour	$120.00	5.00%	$114.00	5.00%
Assistant Project Manager	Hourly rate - Straight time	Per Person per hour	$85.00	5.00%	$80.75	5.00%
Assistant Project Manager	Hourly Rate - Overtime	Per Person per hour	$127.50	5.00%	$121.13	5.00%
Project Manager	Hourly rate - Straight time	Per Person per hour	$95.00	5.00%	$90.25	5.00%
Project Manager	Hourly Rate - Overtime	Per Person per hour	$142.50	5.00%	$135.75	5.00%
Project Director	Hourly rate - Straight time	Per Person per hour	$105.00	5.00%	$99.75	5.00%
Project Director	Hourly Rate - Overtime	Per Person per hour	$157.50	5.00%	$149.63	5.00%
Health and Safety Officer	Hourly rate - Straight time	Per Person per hour	$125.00	5.00%	$118.75	5.00%
Health and Safety Officer	Hourly Rate - Overtime	Per Person per hour	$187.50	5.00%	$178.13	5.00%
Lodging	Daily	Per Person	$125.00	0.00%	$125.00	10.00%
Per diem	Daily	Per Person	GSA Rate	0.00%	At Cost Per Williamson County Policy	
Mileage	Per		GSA Rate	0.00%	At Cost Per Williamson County Policy	

You may insert additional lines

Vendor may add additional information as required or desired.

Commissioners Court - Regular Session **47.**

Meeting Date: 12/06/2022

Approval of Master Service Agreement for Comprehensive HVAC Repairs and Related Services with Texas AirSystems LLC for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Master Services Agreement #202383 between Williamson County and Texas AirSystems LLC to provide Comprehensive HVAC Repairs and Related Services to various county facilities in the not-to-exceed amount of $250,000.00 per year for the term of the contract utilizing TIPS contract #TIPS-22010601 and authorizing execution of the agreement.

Background

Texas AirSystems LLC will provide Comprehensive HVAC Repairs and Related Services to include installation, parts and materials on an as needed basis for unforeseen maintenance to the HVAC equipment for county buildings. Funding Source will be 01.0100.0509.004510 in addition to various other departmental funding accounts including Animal Shelter. Department points of contact are Shantil Moore and Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/01/2022 09:51 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:25 AM
Form Started By: Kim Chappius		Started On: 11/28/2022 02:32 PM
Final Approval Date: 12/01/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

CONTRACT
FOR
COMPREHENSIVE HVAC
REPAIRS & RELATED SERVICES
(Williamson County Facilities)

(Texas AirSystems LLC – TIPS-USA #22010601)

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 **Texas AirSystems LLC (hereinafter "Service Provider")**, 6029 Campus Drive West Suite 100, Irving TX 75063. 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 TIPS-USA #22010601 for comprehensive HVAC repairs and related services.**

Should The County choose to add services in addition to those described in TIPS-USA #22010601, 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 March 31, 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 TIPS-USA #22010601. 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 $250,000.00 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. TIPS-USA #22010601;

B. Facilities Department Additional Terms & Conditions for Roof Maintenance and Related Services (when applicable); and

C. 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 two (2) 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 only 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 5 business days notice of audit.

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
	Blake Randig
Printed Name	Printed Name
Date: _____ ___, 2022	Date: Novemeber 30, 2022

WILLIAMSON COUNTY SERVICE CONTRACT
HVAC MAINTENANCE AND RELATED SERVICES

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. CTTC
  - 2.1.1.4. ESOC
  - 2.1.1.5. SOTC
  - 2.1.1.6. 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.

6.5. **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 8:00 am and 5:00 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 5:00 pm and before 8:00 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 B – 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. **BILLING:**

12.1. 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.

12.2. Invoices shall contain the following information prior to the Williamson County Contract Administrator or designee submitting for payment processing:

12.2.1. Name and address of Contractor;

12.2.2. Contractor's Texas Identification Number;

12.2.3. Contractor's invoice remittance address;

12.2.4. Itemized and detailed description of services provided; and

12.2.5. Total price for each product and/or service provided.

12.3. Williamson County fiscal year is October 1st – September 30th. Invoices for services rendered and materials installed must be paid in the appropriate fiscal year.

12.4. 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.

12.5. **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.

13. **SUBCONTRACTING:**

13.1. 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.

13.2. No subcontractor under this contract shall act as the primary vendor of responsibility for the services.

13.3. The Contractor shall be the only contact for Williamson County Contracts Administrator or designee and subcontractors.

13.4. The Contractor shall manage all quality and performance, project management, and schedules for subcontractors.

13.5. Contractor shall be held solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.

13.6. 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).

13.7. Any negative response may result in disqualification of the subcontractor.

13.8. Williamson County Contracts Administrator or designee retains all rights to request removal of Contractor's subcontractor staff deemed unsatisfactory by Williamson County.

13.9. Subcontracting shall be at the Contractor's expense.

14. CONTRACTOR ACCESS:

14.1. 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.

15. EXISTING UTILITIES AND STRUCTURES:

15.1. 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.

16. TRAVEL TIME:

16.1. 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.

17. TRAINING OF WILLIAMSON COUNTY PERSONNEL:

17.1. Contractor shall provide training to Williamson County designated personnel for all mechanical equipment, and parts installed, upon request by the Contract Administrator or designee.

17.2. Contractor shall provide hands on training pertaining to electrical panel and relevant systems to ensure staff are familiar with systems, upon request.

17.3. 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.

18. DISPOSAL OF SALVAGEABLE ITEMS:

18.1. 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.

19. TOBACCO USE:

19.1. Tobacco Free - Contractor personnel and subcontractors are prohibited from using tobacco products while performing services under this contract.

19.2. 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.

19.3. 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.

20. CONTRACATOR'S RESPONSIBILITIES AND WARRANTIES:

20.1. **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).

20.1.1. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.

20.1.2. **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:

20.1.2.1. A quality to pass without objection in the trade under the Contract description;

20.1.2.2. Fit for the intended purposes for which the materials or services are used;

20.1.2.3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

20.1.2.4. Adequately contained, packaged and marked as the Contract may require; and

20.1.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

20.1.2.6. **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.

20.1.3. **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.

20.1.4. **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.

20.2. **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.

20.3. **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.

20.4. **NOTICE OF DEFECTS:**

20.4.1. 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.

20.5. **OPERATIONS AND MAINTENANCE MANUALS:**

20.5.1. 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.

20.6. **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

Attachment E -
Williamson County Building List

#	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

Comprehensive HVAC Repair and Related Services			
Description	Regular Time (M-F 7am-3:30pm)	Overtime (Outside regular hours and Saturdays)	Double-Time (Sundays & Holidays)
Technician	$150.00/Hour	$225.00/Hour	$300.00/Hour
Helper	$114.00/Hour	$171.00/Hour	$228.00/Hour

Commissioners Court - Regular Session **48.**

Meeting Date: 12/06/2022

Approval of Award of IFB #23IFB6 CR 404 at FM 973 Improvements and Signage to Jordan Foster Construction LLC,fc 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 #23IFB6 CR 404 at FM 973 Improvements and Signage to the lowest and best bidder, Jordan Foster Construction LLC, in the amount of $4,622,143.93 and authorizing the execution of the agreement. Funding Source is P390.

Background

Williamson County sent out over five thousand (5,000) notifications with seventy-three (73) document takers and six (6) submitting bids. The bids have been reviewed and the apparent low bidder, Jordan Foster Construction LLC, was found to be responsive and materially balanced. Their lowest bid of $4,622,143.93 was 11.8% lower than the Engineers Estimate. The bidding was competitive with the lowest two bidders being within 5.5% of each other. In addition to meeting the bid qualifications subject to being low bidder, Jordan Foster Construction LLC, has completed previous projects for Williamson County. Based on the quality of work performed and favorable working relationship with Williamson County and its representatives, it is recommended to award the CR 404 at FM 973 Improvements and Signage IFB #23IFB6 contract to Jordan Foster Construction LLC. Funding Source is P390. Point of contact is Kate Wilder.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/01/2022 10:03 AM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:33 AM
Form Started By: Gretchen Glenn		Started On: 11/30/2022 09:55 AM
Final Approval Date: 12/01/2022		

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

November 29, 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 404 at FM 973
Williamson County Project No. 23IFB6
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 (Jordan Foster Construction LLC) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	Jordan Foster Construction LLC	$4,622,143.93
2.	Joe Bland Construction, L.P.	$4,878,549.00
3.	Cash Construction	$5,080,160.00
4.	Chasco Constructors	$5,194,499.00
5.	Austin Bridge & Road, L.P.	$5,615,461.66
6.	Aaron Concrete Contractors, L.P.	$5,816,411.08

The lowest bidder was $618,014.69 lower than the Engineers Estimate, a cost savings of 11.8%. The bidding was competitive with the lowest two bidders being within 5.5% of each other.

In addition to meeting the bid qualifications subject to being low bidder, Jordan Foster Construction LLC has completed previous projects for Williamson County including Seward Junction Southwest & South Improvements, Southwest Bypass Segment 1, Southwest Bypass - Access Route and RM 620 Safety Improvements. Based on the quality of work performed by the Contractor and favorable working relationship with the County and its Representatives, we recommend award of the CR 404 at FM 973 construction contract to Jordan Foster Construction LLC in the amount of $4,622,143.93.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

Oscar Salazar-Bueno, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
CR 404 at FM 973
November 22, 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 (%)
Jordan Foster Construction LLC	$ 4,622,143.93	1	($618,014.69)	-11.8%	$ -	0.0%
Joe Bland Construction, L.P.	$ 4,878,549.00	2	($361,609.62)	-6.9%	$ 256,405.07	5.5%
Cash Construction	$ 5,080,160.00	3	($159,998.62)	-3.1%	$ 458,016.07	9.9%
Chasco Constructors	$ 5,194,499.00	4	($45,659.62)	-0.9%	$ 572,355.07	12.4%
Austin Bridge & Road, L.P.	$ 5,615,461.66	5	$375,303.04	7.2%	$ 993,317.73	21.5%
Aaron Concrete Contractors, L.P.	$ 5,816,411.08	6	$576,252.46	11.0%	$ 1,194,267.15	25.8%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Jordan Foster Construction		Joe Bland Construction		Cash Construction		Chasco Constructors		Austin Bridge & Road		Aaron Concrete Contractors	
					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	75.94	STA	$5,000.00	$ 379,700.00	$ 3,450.00	$ 261,993.00	$ 750.00	$ 56,955.00	$ 600.00	$ 45,564.00	$1,750.00	$ 132,895.00	$ 4,850.00	$ 368,309.00	$ 1,832.00	$ 139,122.08
2	105-6045	REMOVING STAB BASE AND ASPH PAV (2"-8")	146	SY	$5.00	$ 730.00	$ 18.00	$ 2,628.00	$ 5.00	$ 730.00	$ 25.00	$ 3,650.00	$ 20.00	$ 2,920.00	$ 38.65	$ 5,642.90	$ 22.00	$ 3,212.00
3	105-6075	REMOV STAB BASE AND ASPH PAV (10"-18")	4,272	SY	$10.00	$ 42,720.00	$ 13.00	$ 55,536.00	$ 5.00	$ 21,360.00	$ 30.00	$ 128,160.00	$ 25.00	$ 106,800.00	$ 15.00	$ 64,080.00	$ 13.00	$ 55,536.00
4	110-6001	EXCAVATION (ROADWAY)	22,860	CY	$10.00	$ 228,600.00	$ 13.00	$ 297,180.00	$ 17.00	$ 388,620.00	$ 30.00	$ 685,800.00	$ 20.00	$ 457,200.00	$ 20.00	$ 457,200.00	$ 25.00	$ 571,500.00
5	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	2,105	CY	$15.00	$ 31,575.00	$ 34.00	$ 71,570.00	$ 11.00	$ 23,155.00	$ 7.00	$ 14,735.00	$ 19.00	$ 39,995.00	$ 35.00	$ 73,675.00	$ 6.00	$ 12,630.00
6	160-WC01	FURNISHING & PLACING TOPSOIL (4")	25,905	SY	$8.00	$ 207,240.00	$ 2.40	$ 62,172.00	$ 1.50	$ 38,857.50	$ 0.50	$ 12,952.50	$ 1.50	$ 38,857.50	$ 2.69	$ 69,684.45	$ 3.00	$ 77,715.00
7	161-WC001	EROSION CONTROL COMPOST (3")	6,477	SY	$5.00	$ 32,385.00	$ 4.11	$ 26,620.47	$ 8.00	$ 51,816.00	$ 5.00	$ 32,385.00	$ 4.50	$ 29,146.50	$ 0.88	$ 5,699.76	$ 14.00	$ 90,678.00
8	162-WC103	MULCH TOPDRESSING (5")	6,477	SY	$8.00	$ 51,816.00	$ 5.10	$ 33,032.70	$ 8.00	$ 51,816.00	$ 7.00	$ 45,339.00	$ 4.25	$ 27,527.25	$ 1.05	$ 6,800.85	$ 19.00	$ 123,063.00
9	164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	12,954	SY	$1.50	$ 19,431.00	$ 0.36	$ 4,663.44	$ 0.85	$ 11,010.90	$ 1.00	$ 12,954.00	$ 0.40	$ 5,181.60	$ 0.54	$ 6,995.16	$ 0.50	$ 6,477.00
10	164-WC11	SEEDING FOR EROSION CONTROL (PERM)(TY 11)	38,859	SY	$1.00	$ 38,859.00	$ 0.37	$ 14,377.83	$ 1.00	$ 38,859.00	$ 1.00	$ 38,859.00	$ 0.35	$ 13,600.65	$ 0.53	$ 20,595.27	$ 0.50	$ 19,429.50
11	166-6002	FERTILIZER	1.9	TON	$1,500.00	$ 2,850.00	$ 1,250.00	$ 2,375.00	$ 3,180.50	$ 6,042.95	$ 1,500.00	$ 2,850.00	$ 1,300.00	$ 2,470.00	$ 1,804.53	$ 3,428.61	$ 1,735.00	$ 3,296.50
12	168-WC01	VEGETATIVE WATERING	906	MG	$70.00	$ 63,420.00	$ 0.01	$ 9.06	$ 39.00	$ 35,334.00	$ 32.00	$ 28,992.00	$ 20.00	$ 18,120.00	$ 10.62	$ 9,621.72	$ 33.00	$ 29,898.00
13	247-6366	FL BS (CMP IN PLC) (TY A GR 5) (FNAL POS)	9,353	CY	$55.00	$ 514,415.00	$ 55.00	$ 514,415.00	$ 69.00	$ 645,357.00	$ 69.00	$ 645,357.00	$ 65.00	$ 607,945.00	$ 90.00	$ 841,770.00	$ 91.00	$ 851,123.00
14	260-6009	LIME (HYD,COM OR QK)(SLURRY)	518	TON	$250.00	$ 129,500.00	$ 220.00	$ 113,960.00	$ 258.00	$ 133,644.00	$ 260.00	$ 134,680.00	$ 250.00	$ 129,500.00	$ 215.00	$ 111,370.00	$ 251.00	$ 130,018.00
15	260-6043	LIME TRT (EXST MATL)(10")	22,790	SY	$7.00	$ 159,530.00	$ 5.65	$ 128,763.50	$ 9.50	$ 216,505.00	$ 6.00	$ 136,740.00	$ 6.50	$ 148,135.00	$ 8.00	$ 182,320.00	$ 4.00	$ 91,160.00
16	310-6001	PRIME COAT (MULTI OPTION)	3,963	GAL	$6.00	$ 23,778.00	$ 5.00	$ 19,815.00	$ 6.00	$ 23,778.00	$ 5.00	$ 19,815.00	$ 5.50	$ 21,796.50	$ 4.40	$ 17,437.20	$ 6.00	$ 23,778.00
17	354-6002	PLAN & TEXT ASPH CONC PAV(0" TO 2")	1,961	SY	$2.00	$ 3,922.00	$ 12.00	$ 23,532.00	$ 12.80	$ 25,100.80	$ 11.00	$ 21,571.00	$ 14.00	$ 27,454.00	$ 6.05	$ 11,864.05	$ 13.00	$ 25,493.00
18	400-6001	STRUCT EXCAV	296	CY	$8.00	$ 2,368.00	$ 13.00	$ 3,848.00	$ 44.00	$ 13,024.00	$ 1.00	$ 296.00	$ 8.00	$ 2,368.00	$ 23.91	$ 7,077.36	$ 14.00	$ 4,144.00
19	400-6008	CUT & RESTORE ASPH PAVING	66	SY	$100.00	$ 6,600.00	$ 145.00	$ 9,570.00	$ 446.50	$ 29,469.00	$ 270.00	$ 17,820.00	$ 375.00	$ 24,750.00	$ 249.98	$ 16,498.68	$ 113.00	$ 7,458.00
20	401-6001	FLOWABLE BACKFILLL	154	CY	$200.00	$ 30,800.00	$ 218.00	$ 33,572.00	$ 199.00	$ 30,646.00	$ 220.00	$ 33,880.00	$ 300.00	$ 46,200.00	$ 229.70	$ 35,373.80	$ 213.00	$ 32,802.00
21	402-6001	TRENCH EXCAVATION PROTECTION	133	LF	$5.00	$ 665.00	$ 3.25	$ 432.25	$ 2.50	$ 332.50	$ 0.50	$ 66.50	$ 10.00	$ 1,330.00	$ 8.14	$ 1,082.62	$ 4.00	$ 532.00
22	416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	84	LF	$550.00	$ 46,200.00	$ 355.00	$ 29,820.00	$ 430.00	$ 36,120.00	$ 375.00	$ 31,500.00	$ 380.00	$ 31,920.00	$ 367.50	$ 30,870.00	$ 431.00	$ 36,204.00
23	416-6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	22	LF	$750.00	$ 16,500.00	$ 495.00	$ 10,890.00	$ 582.50	$ 12,815.00	$ 500.00	$ 11,000.00	$ 515.00	$ 11,330.00	$ 498.75	$ 10,972.50	$ 584.00	$ 12,848.00
24	432-6002	RIPRAP(CONC)(5 IN)	28	CY	$480.00	$ 13,440.00	$ 725.00	$ 20,300.00	$ 721.00	$ 20,188.00	$ 680.00	$ 19,040.00	$ 850.00	$ 23,800.00	$ 620.81	$ 17,382.68	$ 811.00	$ 22,708.00
25	432-6024	RIPRAP (STONE COMMON)(DRY)(12 IN)	24	CY	$95.00	$ 2,280.00	$ 445.00	$ 10,680.00	$ 670.00	$ 16,080.00	$ 80.00	$ 1,920.00	$ 250.00	$ 6,000.00	$ 337.53	$ 8,100.72	$ 218.00	$ 5,232.00
26	432-6045	RIPRAP (MOW STRIP)(4 IN)	30	CY	$550.00	$ 16,500.00	$ 800.00	$ 24,000.00	$ 653.00	$ 19,590.00	$ 1,000.00	$ 30,000.00	$ 610.00	$ 18,300.00	$ 532.52	$ 15,975.60	$ 627.00	$ 18,810.00
27	462-6006	CONC BOX CULV (5 FT X 2 FT)	162	LF	$400.00	$ 64,800.00	$ 520.00	$ 84,240.00	$ 707.00	$ 114,534.00	$ 415.00	$ 67,230.00	$ 615.00	$ 99,630.00	$ 600.00	$ 97,200.00	$ 547.00	$ 88,614.00
28	464-6003	RC PIPE (CL III)(18 IN)	228	LF	$80.00	$ 18,240.00	$ 118.00	$ 26,904.00	$ 92.00	$ 20,976.00	$ 85.00	$ 19,380.00	$ 110.00	$ 25,080.00	$ 165.00	$ 37,620.00	$ 112.00	$ 25,536.00
29	464-6005	RC PIPE (CL III)(24 IN)	117	LF	$100.00	$ 11,700.00	$ 150.00	$ 17,550.00	$ 125.00	$ 14,625.00	$ 105.00	$ 12,285.00	$ 600.00	$ 70,200.00	$ 195.00	$ 22,815.00	$ 129.00	$ 15,093.00
30	467-6173	SET (TY I) (S=5 FT) (HW = 3 FT) (6:1) (C)	2	EA	$10,000.00	$ 20,000.00	$ 10,000.00	$ 20,000.00	$ 12,178.00	$ 24,356.00	$ 9,600.00	$ 19,200.00	$ 9,000.00	$ 18,000.00	$ 8,000.00	$ 16,000.00	$ 10,557.00	$ 21,114.00
31	467-6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	14	EA	$1,400.00	$ 19,600.00	$ 1,950.00	$ 27,300.00	$ 1,461.00	$ 20,454.00	$ 1,400.00	$ 19,600.00	$ 2,600.00	$ 36,400.00	$ 1,800.00	$ 25,200.00	$ 1,299.00	$ 18,186.00
32	467-6390	SET (TY II)(36 IN)(RCP)(6:1)(P)	2	EA	$2,500.00	$ 5,000.00	$ 7,300.00	$ 14,600.00	$ 6,135.00	$ 12,270.00	$ 7,000.00	$ 14,000.00	$ 5,000.00	$ 10,000.00	$ 5,100.00	$ 10,200.00	$ 3,832.00	$ 7,664.00
33	496-6004	REMOV STR (SET)	16	EA	$1,000.00	$ 16,000.00	$ 400.00	$ 6,400.00	$ 99.00	$ 1,584.00	$ 1,000.00	$ 16,000.00	$ 750.00	$ 12,000.00	$ 720.00	$ 11,520.00	$ 741.00	$ 11,856.00
34	496-6006	REMOV STR (HEADWALL)	2	EA	$2,300.00	$ 4,600.00	$ 3,400.00	$ 6,800.00	$ 1,114.00	$ 2,228.00	$ 1,000.00	$ 2,000.00	$ 950.00	$ 1,900.00	$ 3,100.00	$ 6,200.00	$ 2,965.00	$ 5,930.00
35	496-6007	REMOV STR (PIPE)	204	LF	$20.00	$ 4,080.00	$ 21.00	$ 4,284.00	$ 26.00	$ 5,304.00	$ 20.00	$ 4,080.00	$ 50.00	$ 10,200.00	$ 31.00	$ 6,324.00	$ 73.00	$ 14,892.00
36	496-6008	REMOV STR (BOX CULVERT)	136	LF	$150.00	$ 20,400.00	$ 51.00	$ 6,936.00	$ 37.00	$ 5,032.00	$ 25.00	$ 3,400.00	$ 50.00	$ 6,800.00	$ 100.00	$ 13,600.00	$ 94.00	$ 12,784.00
37	500-6001	MOBILIZATION	1	LS	$475,887.97	$ 475,887.97	$ 429,000.00	$ 429,000.00	$ 95,000.00	$ 95,000.00	$ 100,001.70	$ 100,001.70	$ 506,848.00	$ 506,848.00	$ 564,000.00	$ 564,000.00	$ 538,579.00	$ 538,579.00
38	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	10	MO	$25,000.00	$ 250,000.00	$ 5,600.00	$ 56,000.00	$ 2,756.00	$ 27,560.00	$ 2,600.00	$ 26,000.00	$ 3,500.00	$ 35,000.00	$ 10,000.00	$ 100,000.00	$ 1,182.00	$ 11,820.00
39	506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	400	LF	$80.00	$ 32,000.00	$ 53.00	$ 21,200.00	$ 86.00	$ 34,400.00	$ 55.00	$ 22,000.00	$ 55.00	$ 22,000.00	$ 50.40	$ 20,160.00	$ 56.00	$ 22,400.00
40	506-6011	ROCK FILTER DAMS (REMOVE)	400	LF	$15.00	$ 6,000.00	$ 10.00	$ 4,000.00	$ 14.00	$ 5,600.00	$ 1.00	$ 400.00	$ 9.00	$ 3,600.00	$ 9.45	$ 3,780.00	$ 39.00	$ 15,600.00
41	506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	468	SY	$20.00	$ 9,360.00	$ 4.45	$ 2,082.60	$ 22.50	$ 10,530.00	$ 15.00	$ 7,020.00	$ 12.00	$ 5,616.00	$ 4.20	$ 1,965.60	$ 26.00	$ 12,168.00
42	506-6024	CONSTRUCTION EXITS (REMOVE)	468	SY	$10.00	$ 4,680.00	$ 2.90	$ 1,357.20	$ 12.25	$ 5,733.00	$ 1.00	$ 468.00	$ 3.00	$ 1,404.00	$ 2.73	$ 1,277.64	$ 17.00	$ 7,956.00
43	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	4,667	LF	$3.00	$ 14,001.00	$ 2.95	$ 13,767.65	$ 3.75	$ 17,501.25	$ 5.00	$ 23,335.00	$ 3.00	$ 14,001.00	$ 2.78	$ 12,974.26	$ 4.00	$ 18,668.00
44	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	4,667	LF	$0.75	$ 3,500.25	$ 1.20	$ 5,600.40	$ 1.00	$ 4,667.00	$ 0.50	$ 2,333.50	$ 1.00	$ 4,667.00	$ 1.16	$ 5,413.72	$ 1.00	$ 4,667.00
45	512-6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	260	LF	$25.00	$ 6,500.00	$ 11.90	$ 3,094.00	$ 114.00	$ 29,640.00	$ 60.00	$ 15,600.00	$ 32.00	$ 8,320.00	$ 88.79	$ 23,085.40	$ 28.00	$ 7,280.00
46	512-6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	40	LF	$30.00	$ 1,200.00	$ 42.00	$ 1,680.00	$ 119.00	$ 4,760.00	$ 65.00	$ 2,600.00	$ 32.00	$ 1,280.00	$ 125.82	$ 5,032.80	$ 28.00	$ 1,120.00
47	612-6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	260	LF	$8.00	$ 2,080.00	$ 10.00	$ 2,600.00	$ 24.00	$ 6,240.00	$ 5.00	$ 1,300.00	$ 32.00	$ 8,320.00	$ 26.46	$ 6,879.60	$ 28.00	$ 7,280.00
48	612-6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	40	LF	$10.00	$ 400.00	$ 40.00	$ 1,600.00	$ 24.00	$ 960.00	$ 5.00	$ 200.00	$ 32.00	$ 1,280.00	$ 75.00	$ 3,000.00	$ 28.00	$ 1,120.00
49	530-6005	DRIVEWAYS (ACP)	753	SY	$75.00	$ 56,475.00	$ 80.00	$ 60,240.00	$ 44.25	$ 33,320.25	$ 70.00	$ 52,710.00	$ 75.00	$ 56,475.00	$ 82.98	$ 62,483.94	$ 61.00	$ 45,933.00
50	540-6001	MTL W-BEAM GD FEN (TIM POST)	350	LF	$25.00	$ 8,750.00	$ 27.00	$ 9,450.00	$ 41.00	$ 14,350.00	$ 37.00	$ 12,950.00	$ 28.00	$ 9,800.00	$ 21.72	$ 7,602.00	$ 29.00	$ 10,150.00
51	540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION	1	EA	$1,500.00	$ 1,500.00	$ 1,350.00	$ 1,350.00	$ 2,344.00	$ 2,344.00	$ 1,500.00	$ 1,500.00	$ 1,400.00	$ 1,400.00	$ 1,278.56	$ 1,278.56	$ 1,439.00	$ 1,439.00
52	540-6020	MTL W - BEAM GD FEN (LOW FILL CULVERT)	75	LF	$85.00	$ 6,375.00	$ 76.00	$ 5,700.00	$ 110.00	$ 8,250.00	$ 62.00	$ 4,650.00	$ 80.00	$ 6,000.00	$ 34.32	$ 2,574.00	$ 82.00	$ 6,150.00
53	542-6001	REMOVE METAL BEAM GUARD FENCE	105	LF	$125.00	$ 13,125.00	$ 2.10	$ 220.50	$ 3.00	$ 315.00	$ 20.00	$ 2,100.00	$ 2.75	$ 288.75	$ 2.52	$ 264.60	$ 2.00	$ 210.00
54	542-6002	REMOVE TERMINAL ANCHOR SECTION	1	EA	$200.00	$ 200.00	$ 130.00	$ 130.00	$ 391.00	$ 391.00	$ 600.00	$ 600.00	$ 150.00	$ 150.00	$ 215.66	$ 215.66	$ 140.00	$ 140.00
55	544-6001	GUARDRAIL END TREATMENT (INSTALL)	2	EA	$3,500.00	$ 7,000.00	$ 3,300.00	$ 6,600.00	$ 4,743.00	$ 9,486.00	$ 3,500.00	$ 7,000.00	$ 7,000.00	$ 14,000.00	$ 2,733.99	$ 5,467.98	$ 3,622.00	$ 7,244.00
56	560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	2	EA	$290.00	$ 580.00	$ 260.00	$ 520.00	$ 279.00	$ 558.00	$ 270.00	$ 540.00	$ 360.00	$ 720.00	$ 262.50	$ 525.00	$ 280.00	$ 560.00
57	560-6002	MAILBOX INSTALL-D(TWG-POST) TY 2	2	EA	$290.00	$ 580.00	$ 315.00	$ 630.00	$ 335.00	$ 670.00	$ 315.00	$ 630.00	$ 450.00	$ 900.00	$ 315.00	$ 630.00	$ 336.00	$ 672.00
58	618-6023	CONDT (PVC) (SCH 40) (2")	424	LF	$40.00	$ 16,960.00	$ 25.00	$ 10,600.00	$ 30.00	$ 12,720.00	$ 27.00	$ 11,448.00	$ 26.00	$ 11,024.00	$ 25.20	$ 10,684.80	$ 30.00	$ 12,720.00
59	618-6029	CONDT (PVC) (SCH 40) (3")	624	LF	$40.00	$ 24,960.00	$ 26.00	$ 16,224.00	$ 31.00	$ 19,344.00	$ 28.00	$ 17,472.00	$ 27.00	$ 16,848.00	$ 26.25	$ 16,380.00	$ 31.00	$ 19,344.00
60	618-6030	CONDT (PVC) (SCH 80) (3") (BORE)	1,605	LF	$50.00	$ 80,250.00	$ 40.00	$ 64,200.00	$ 47.00	$ 75,435.00	$ 43.00	$ 69,015.00	$ 40.00	$ 64,200.00	$ 39.90	$ 64,039.50	$ 47.00	$ 75,435.00
61	620-6007	ELEC CONDR (NO.8) BARE	2,614	LF	$1.50	$ 3,921.00	$ 2.10	$ 5,489.40	$ 2.50	$ 6,535.00	$ 2.00	$ 5,228.00	$ 2.25	$ 5,881.50	$ 2.10	$ 5,489.40	$ 2.00	$ 5,228.00
62	620-6008	ELEC CONDR (NO.8) INSULATED	2,626	LF	$1.50	$ 3,939.00	$ 3.15	$ 8,271.90	$ 3.75	$ 9,847.50	$ 3.00	$ 7,878.00	$ 3.25	$ 8,534.50	$ 3.15	$ 8,271.90	$ 4.00	$ 10,504.00
63	620-6009	ELEC CONDR (NO.6)BARE	49	LF	$1.60	$ 78.40	$ 3.15	$ 154.35	$ 3.75	$ 183.75	$ 3.00	$ 147.00	$ 3.00	$ 147.00	$ 3.15	$ 154.35	$ 4.00	$ 196.00
64	620-6010	ELEC CONDR (NO.6) INSULATED	93	LF	$2.00	$ 186.00	$ 4.25	$ 395.25	$ 5.00	$ 465.00	$ 4.00	$ 372.00	$ 4.25	$ 395.25	$ 4.20	$ 390.60	$ 5.00	$ 465.00
65	624-6002	GROUND BOX TY A (122311)W/APRON	6	EA	$2,000.00	$ 12,000.00	$ 1,600.00	$ 9,600.00	$ 1,840.00	$ 11,040.00	$ 1,600.00	$ 9,600.00	$ 1,650.00	$ 9,900.00	$ 1,575.00	$ 9,450.00	$ 1,846.00	$ 11,076.00
66	624-6008	GROUND BOX TY C (162911)W/APRON	1	EA	$1,500.00	$ 1,500.00	$ 1,900.00	$ 1,900.00	$ 2,208.00	$ 2,208.00	$ 1,900.00	$ 1,900.00	$ 1,950.00	$ 1,950.00	$ 1,890.00	$ 1,890.00	$ 2,215.00	$ 2,215.00
67	624-6010	GROUND BOX TY D (162922) w/APRON	1	EA	$2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00	$ 2,331.00	$ 2,331.00	$ 2,000.00	$ 2,000.00	$ 2,100.00	$ 2,100.00	$ 1,995.00	$ 1,995.00	$ 2,338.00	$ 2,338.00
68	628-6116	ELC SRV TY D (120/240)070(NS) AL (E) SP (O)	2	EA	$6,500.00	$ 13,000.00	$ 6,300.00	$ 12,600.00	$ 7,359.00	$ 14,718.00	$ 6,500.00	$ 13,000.00	$ 6,500.00	$ 13,000.00	$ 6,300.00	$ 12,600.00	$ 7,383.00	$ 14,766.00
69	644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	5	EA	$600.00	$ 3,000.00	$ 620.00	$ 3,100.00	$ 1,089.00	$ 5,445.00	$ 1,025.00	$ 5,125.00	$ 800.00	$ 4,000.00	$ 1,023.75	$ 5,118.75	$ 1,092.00	$ 5,460.00
70	644-6030	IN SM RD SN SUP&AM TYS80(1)SA(T)	1	EA	$1,100.00	$ 1,100.00	$ 1,200.00	$ 1,200.00	$ 1,284.00	$ 1,284.00	$ 1,200.00	$ 1,200.00	$ 1,120.00	$ 1,120.00	$ 1,207.50	$ 1,207.50	$ 1,288.00	$ 1,288.00
71	644-6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	35	EA	$420.00	$ 14,700.00	$ 470.00	$ 16,450.00	$ 419.00	$ 14,665.00	$ 400.00	$ 14,000.00	$ 580.00	$ 20,300.00	$ 393.75	$ 13,781.25	$ 420.00	$ 14,700.00
72	644-6076	REMOVE SM RD SN SUP&AM	14	EA	$150.00	$ 2,100.00	$ 95.00	$ 1,330.00	$ 112.00	$ 1,568.00	$ 160.00	$ 2,240.00	$ 150.00	$ 2,100.00	$ 105.00	$ 1,470.00	$ 280.00	$ 3,920.00
73	658-6015	INSTL DEL ASSM (D-SW)SZ (BRF)GF1	7	EA	$30.00	$ 210.00	$ 47.00	$ 329.00	$ 39.00	$ 273.00	$ 40.00	$ 280.00	$ 18.00	$ 126.00	$ 36.75	$ 257.25	$ 39.00	$ 273.00
74	658-6078	INSTL OM ASSM (OM-4)(TWT)WAS	4	EA	$330.00	$ 1,320.00	$ 470.00	$ 1,880.00	$ 391.00	$ 1,564.00	$ 370.00	$ 1,480.00	$ 430.00	$ 1,720.00	$ 367.50	$ 1,470.00	$ 392.00	$ 1,568.00
75	658-6083	INSTL DEL ASSM (D-SW)SZ 1(WFLX)SRF	8	EA	$100.00	$ 800.00	$ 95.00	$ 760.00	$ 235.00	$ 1,880.00	$ 220.00	$ 1,760.00	$ 100.00	$ 800.00	$ 220.50	$ 1,764.00	$ 235.00	$ 1,880.00
76	662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	2,785	LF	$1.00	$ 2,785.00	$ 0.75	$ 2,088.75	$ 0.50	$ 1,392.50	$ 0.50	$ 1,392.50	$ 2.25	$ 6,266.25	$ 3.15	$ 8,772.75	$ 1.00	$ 2,785.00
77	662-6075	WK ZN PAV MRK REMOV (W)24"(SLD)	24	LF	$10.00	$ 240.00	$ 6.30	$ 151.20	$ 16.75	$ 402.00	$ 16.00	$ 384.00	$ 16.00	$ 384.00	$ 21.00	$ 504.00	$ 17.00	$ 408.00
78	662-6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	2,260	LF	$1.00	$ 2,260.00	$ 0.55	$ 1,243.00	$ 0.50	$ 1,130.00	$ 0.50	$ 1,130.00	$ 2.25	$ 5,085.00	$ 3.15	$ 7,119.00	$ 1.00	$ 2,260.00
79	666-6030	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	93	LF	$2.00	$ 186.00	$ 0.90	$ 83.70	$ 3.00	$ 279.00	$ 2.60	$ 241.80	$ 2.25	$ 209.25	$ 2.10	$ 195.30	$ 3.00	$ 279.00
80	666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	3,884	LF	$2.00	$ 7,768.00	$ 0.90	$ 3,495.60	$ 2.00	$ 7,768.00	$ 2.00	$ 7,768.00	$ 1.50	$ 5,826.00	$ 1.31	$ 5,088.04	$ 2.00	$ 7,768.00
81	666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	268	LF	$15.00	$ 4,020.00	$ 6.80	$ 1,822.40	$ 24.50	$ 6,566.00	$ 23.00	$ 6,164.00	$ 7.50	$ 2,010.00	$ 7.35	$ 1,969.80	$ 25.00	$ 6,700.00
82	666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	26	EA	$200.00	$ 5,200.00	$ 120.00	$ 3,120.00	$ 206.50	$ 5,369.00	$ 195.00	$ 5,070.00	$ 90.00	$ 2,340.00	$ 84.00	$ 2,184.00	$ 207.00	$ 5,382.00
83	666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	22	EA	$200.00	$ 4,400.00	$ 175.00	$ 3,850.00	$ 285.00	$ 6,270.00	$ 265.00	$ 5,830.00	$ 90.00	$ 1,980.00	$ 84.00	$ 1,848.00	$ 286.00	$ 6,292.00
84	666-6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	570	LF	$0.50	$ 285.00	$ 0.60	$ 342.00	$ 1.25	$ 712.50	$ 1.25	$ 712.50	$ 0.75	$ 427.50	$ 0.58	$ 330.60	$ 1.00	$ 570.00
85	666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	15,012	LF	$0.50	$ 7,506.00	$ 0.58	$ 8,706.96	$ 0.85	$ 12,760.20	$ 1.00	$ 15,012.00	$ 0.50	$ 7,506.00	$ 0.47	$ 7,055.64	$ 1.00	$ 15,012.00
86	666-6312	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	1,000	LF	$0.50	$ 500.00	$ 0.58	$ 580.00	$ 1.25	$ 1,250.00	$ 1.25	$ 1,250.00	$ 0.75	$ 750.00	$ 0.58	$ 580.00	$ 1.00	$ 1,000.00
87	666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	17,904	LF	$1.00	$ 17,904.00	$ 0.58	$ 10,384.32	$ 0.85	$ 15,218.40	$ 1.00	$ 17,904.00	$ 0.50	$ 8,952.00	$ 0.47	$ 8,414.88	$ 1.00	$ 17,904.00
88	672-6007	REFL PAV MRKR TY I-C	221	EA	$4.00	$ 884.00	$ 5.50	$ 1,215.50	$ 8.50	$ 1,878.50	$ 9.00	$ 1,989.00	$ 4.00	$ 884.00	$ 3.68	$ 813.28	$ 9.00	$ 1,989.00
89	672-6009	REFL PAV MRKR TY II-A-A	493	EA	$4.00	$ 1,972.00	$ 5.50	$ 2,711.50	$ 8.50	$ 4,190.50	$ 9.00	$ 4,437.00	$ 4.00	$ 1,972.00	$ 3.68	$ 1,814.24	$ 9.00	$ 4,437.00

Williamson County Road Bond Program
CR 404 at FM 973
November 22, 2022

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Jordan Foster Construction		Joe Bland Construction		Cash Construction		Chasco Constructors		Austin Bridge & Road		Aaron Concrete Contractors	
					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	680-6002	INSTALL HWY TRF SIG (ISOLATED)	2	EA	$13,000.00	$ 26,000.00	$ 25,000.00	$ 50,000.00	$ 29,435.00	$ 58,870.00	$ 24,000.00	$ 48,000.00	$ 26,000.00	$ 52,000.00	$ 25,200.00	$ 50,400.00	$ 29,532.00	$ 59,064.00
91	682-6001	VEH SIG SEC (12")LED(GRN)	14	EA	$300.00	$ 4,200.00	$ 315.00	$ 4,410.00	$ 368.00	$ 5,152.00	$ 300.00	$ 4,200.00	$ 325.00	$ 4,550.00	$ 315.00	$ 4,410.00	$ 369.00	$ 5,166.00
92	682-6002	VEH SIG SEC (12")LED(GRN ARW)	2	EA	$330.00	$ 660.00	$ 315.00	$ 630.00	$ 368.00	$ 736.00	$ 300.00	$ 600.00	$ 325.00	$ 650.00	$ 315.00	$ 630.00	$ 369.00	$ 738.00
93	682-6003	VEH SIG SEC (12")LED(YEL)	14	EA	$330.00	$ 4,620.00	$ 315.00	$ 4,410.00	$ 368.00	$ 5,152.00	$ 300.00	$ 4,200.00	$ 325.00	$ 4,550.00	$ 315.00	$ 4,410.00	$ 369.00	$ 5,166.00
94	682-6004	VEH SIG SEC (12")LED(YEL ARW)	4	EA	$330.00	$ 1,320.00	$ 315.00	$ 1,260.00	$ 368.00	$ 1,472.00	$ 300.00	$ 1,200.00	$ 325.00	$ 1,300.00	$ 315.00	$ 1,260.00	$ 369.00	$ 1,476.00
95	682-6005	VEH SIG SEC (12")LED(RED)	14	EA	$330.00	$ 4,620.00	$ 315.00	$ 4,410.00	$ 368.00	$ 5,152.00	$ 300.00	$ 4,200.00	$ 325.00	$ 4,550.00	$ 315.00	$ 4,410.00	$ 369.00	$ 5,166.00
96	682-6006	VEH SIG SEC (12")LED(RED ARW)	2	EA	$330.00	$ 660.00	$ 315.00	$ 630.00	$ 368.00	$ 736.00	$ 300.00	$ 600.00	$ 325.00	$ 650.00	$ 315.00	$ 630.00	$ 369.00	$ 738.00
97	682-6054	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	14	EA	$400.00	$ 5,600.00	$ 185.00	$ 2,590.00	$ 214.50	$ 3,003.00	$ 175.00	$ 2,450.00	$ 190.00	$ 2,660.00	$ 183.75	$ 2,572.50	$ 215.00	$ 3,010.00
98	682-6055	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	2	EA	$400.00	$ 800.00	$ 210.00	$ 420.00	$ 245.00	$ 490.00	$ 200.00	$ 400.00	$ 220.00	$ 440.00	$ 210.00	$ 420.00	$ 246.00	$ 492.00
99	684-6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	1,661	LF	$3.00	$ 4,983.00	$ 3.15	$ 5,232.15	$ 4.00	$ 6,644.00	$ 3.00	$ 4,983.00	$ 3.25	$ 5,398.25	$ 3.15	$ 5,232.15	$ 4.00	$ 6,644.00
100	684-6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	505	LF	$3.00	$ 1,515.00	$ 3.15	$ 1,590.75	$ 4.00	$ 2,020.00	$ 3.00	$ 1,515.00	$ 3.25	$ 1,641.25	$ 3.15	$ 1,590.75	$ 4.00	$ 2,020.00
101	686-6037	INS TRF SIGN PL AM (S) 1 ARM (36')	1	EA	$14,000.00	$ 14,000.00	$ 11,500.00	$ 11,500.00	$ 13,491.00	$ 13,491.00	$ 11,000.00	$ 11,000.00	$ 12,000.00	$ 12,000.00	$ 11,550.00	$ 11,550.00	$ 13,535.00	$ 13,535.00
102	686-6039	INS TRF SIGN PL AM (S) 1 ARM (36') LUM	1	EA	$16,000.00	$ 16,000.00	$ 12,600.00	$ 12,600.00	$ 14,718.00	$ 14,718.00	$ 12,000.00	$ 12,000.00	$ 13,000.00	$ 13,000.00	$ 12,600.00	$ 12,600.00	$ 14,766.00	$ 14,766.00
103	686-6043	INS TRF SIGN PL AM (S) 1 ARM (40') LUM	1	EA	$19,000.00	$ 19,000.00	$ 13,600.00	$ 13,600.00	$ 15,944.00	$ 15,944.00	$ 13,000.00	$ 13,000.00	$ 14,000.00	$ 14,000.00	$ 13,650.00	$ 13,650.00	$ 15,996.00	$ 15,996.00
104	686-6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	1	EA	$19,000.00	$ 19,000.00	$ 14,500.00	$ 14,500.00	$ 16,925.00	$ 16,925.00	$ 14,000.00	$ 14,000.00	$ 15,000.00	$ 15,000.00	$ 14,490.00	$ 14,490.00	$ 16,981.00	$ 16,981.00
105	686-6051	INS TRF SIG PL AM(S)1 ARM(48')LUM	2	EA	$17,000.00	$ 34,000.00	$ 15,000.00	$ 30,000.00	$ 17,416.00	$ 34,832.00	$ 14,500.00	$ 29,000.00	$ 15,500.00	$ 31,000.00	$ 14,910.00	$ 29,820.00	$ 17,473.00	$ 34,946.00
106	686-6059	INS TRF SIG PL AM(S)1 ARM(55')LUM	1	EA	$40,000.00	$ 40,000.00	$ 33,000.00	$ 33,000.00	$ 39,247.00	$ 39,247.00	$ 32,000.00	$ 32,000.00	$ 35,000.00	$ 35,000.00	$ 33,600.00	$ 33,600.00	$ 39,376.00	$ 39,376.00
107	730-6107	FULL - WIDTH MOWING	2	CYC	$4,500.00	$ 9,000.00	$ 1,250.00	$ 2,500.00	$ 5,134.00	$ 10,268.00	$ 3,200.00	$ 6,400.00	$ 2,500.00	$ 5,000.00	$ 1,575.00	$ 3,150.00	$ 1,925.00	$ 3,850.00
108	734-6002	LITTER REMOVAL	2	CYC	$2,500.00	$ 5,000.00	$ 1,100.00	$ 2,200.00	$ 2,456.00	$ 4,912.00	$ 7,300.00	$ 14,600.00	$ 2,500.00	$ 5,000.00	$ 1,050.00	$ 2,100.00	$ 4,190.00	$ 8,380.00
109	3076-6003	D-GR HMA TY-B SAC-B PG64-22 (EXEMPT)	4,781	TON	$100.00	$ 478,100.00	$ 115.00	$ 549,815.00	$ 125.00	$ 597,625.00	$ 140.00	$ 669,340.00	$ 122.00	$ 583,282.00	$ 120.00	$ 573,720.00	$ 131.00	$ 626,311.00
110	3076-6066	Tack Coat	772	GAL	$3.00	$ 2,316.00	$ 4.00	$ 3,088.00	$ 5.00	$ 3,860.00	$ 6.00	$ 4,632.00	$ 4.25	$ 3,281.00	$ 3.26	$ 2,516.72	$ 5.00	$ 3,860.00
111	3076-6070	D-GR HMA TY-D PG 76-22 SAC-B (EXEMPT)	1,107	TON	$150.00	$ 166,050.00	$ 163.00	$ 180,441.00	$ 184.00	$ 203,688.00	$ 155.00	$ 171,585.00	$ 172.00	$ 190,404.00	$ 145.00	$ 160,515.00	$ 185.00	$ 204,795.00
112	3076-6072	D-GR HMA TY-D SAC-B PG70-22	2,540	TON	$100.00	$ 254,000.00	$ 138.00	$ 350,520.00	$ 155.00	$ 393,700.00	$ 160.00	$ 406,400.00	$ 145.00	$ 368,300.00	$ 145.00	$ 368,300.00	$ 155.00	$ 393,700.00
113	3081-6008	TOM-C PG76-22 SAC-B	2,551	TON	$150.00	$ 382,650.00	$ 154.00	$ 392,854.00	$ 170.00	$ 433,670.00	$ 200.00	$ 510,200.00	$ 163.00	$ 415,813.00	$ 145.00	$ 369,895.00	$ 175.00	$ 446,425.00
114	3084-6001	BONDING COURSE	3,793	GAL	$5.00	$ 18,965.00	$ 4.00	$ 15,172.00	$ 4.50	$ 17,068.50	$ 6.00	$ 22,758.00	$ 4.25	$ 16,120.25	$ 3.73	$ 14,147.89	$ 5.00	$ 18,965.00
115	3085-6001	UNDERSEAL COURSE	8,421	GAL	$7.00	$ 58,947.00	$ 4.00	$ 33,684.00	$ 4.50	$ 37,894.50	$ 8.00	$ 67,368.00	$ 4.25	$ 35,789.25	$ 3.73	$ 31,410.33	$ 5.00	$ 42,105.00
116	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	900	DAY	$100.00	$ 90,000.00	$ 0.01	$ 9.00	$ 62.00	$ 55,800.00	$ 2.00	$ 1,800.00	$ 40.00	$ 36,000.00	$ 70.00	$ 63,000.00	$ 79.00	$ 71,100.00
117	6058-6001	BBU SYSTEM (EXTERNAL BATT CABINET)	2	EA	$8,500.00	$ 17,000.00	$ 5,800.00	$ 11,600.00	$ 6,745.00	$ 13,490.00	$ 6,000.00	$ 12,000.00	$ 6,000.00	$ 12,000.00	$ 5,775.00	$ 11,550.00	$ 6,768.00	$ 13,536.00
118	6120-6001	DEAD END ROADWAY BARRICADE	64	LF	$70.00	$ 4,480.00	$ 36.00	$ 2,304.00	$ 38.00	$ 2,432.00	$ 40.00	$ 2,560.00	$ 40.00	$ 2,560.00	$ 35.70	$ 2,284.80	$ 41.00	$ 2,624.00
119	6185-6002	TMA (STATIONARY)	320	DAY	$190.00	$ 60,800.00	$ 0.01	$ 3.20	$ 207.00	$ 66,240.00	$ 220.00	$ 70,400.00	$ 200.00	$ 64,000.00	$ 195.00	$ 62,400.00	$ 224.00	$ 71,680.00
120	6185-6005	TMA (MOBILE OPERATION)	40	DAY	$300.00	$ 12,000.00	$ 0.01	$ 0.40	$ 207.00	$ 8,280.00	$ 220.00	$ 8,800.00	$ 200.00	$ 8,000.00	$ 195.00	$ 7,800.00	$ 224.00	$ 8,960.00
121	6292-6001	RVDS(PRESENCE DETECTION ONLY)	7	EA	$10,000.00	$ 70,000.00	$ 6,900.00	$ 48,300.00	$ 7,500.00	$ 52,500.00	$ 7,500.00	$ 52,500.00	$ 7,000.00	$ 49,000.00	$ 6,825.00	$ 47,775.00	$ 7,998.00	$ 55,986.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.																		
122	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
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 5,240,158.62**		**$ 4,622,143.93**		**$ 4,878,549.00**		**$5,080,160.00**		**$5,194,499.00**		**$5,615,461.66**		**$5,816,411.08**
		ACTUAL BID PROPOSAL						$4,622,143.93		$4,878,549.00		$5,080,160.00		$5,194,499.00		**$5,615,461.66**		$5,816,411.08
		ADJUSTMENT DIFFERENCE						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
		Acknowledgement of Addendum						Y		Y		Y		Y		Y		Y
		Bid Affidavit						Y		Y		Y		Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		Y		Y		Y		Y
		Conflict of Interest Questionnaire						Y		Y		Y		Y		Y		Y

Commissioners Court - Regular Session **49.**

Meeting Date: 12/06/2022

Diamond 2586 Contract Amendment 1 Surveying Services

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Surveying Services between Diamond Surveying and Williamson County dated May 19, 2020 for Surveying Services. Funding source: 01.0200.0210.004150.

Background

This Contract Amendment No 1 will allow for an increase in the compensation cap from $500,000.00 to $700,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond 2586 Contract Amendment 1 Surveying Services

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/30/2022 12:22 PM
County Judge Exec Asst.	Becky Pruitt	11/30/2022 01:35 PM
Infrastructure Department (Originator)	Vicky Edwards	11/30/2022 01:52 PM
Hal Hawes	Hal Hawes	11/30/2022 03:25 PM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:27 AM
Form Started By: Vicky Edwards		Started On: 11/29/2022 09:02 AM
Final Approval Date: 12/01/2022		

CONTRACT AMENDMENT NO. __1__
TO
WILLIAMSON COUNTY CONTRACT FOR SURVEYING SERVICES

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: Surveying Services
("Project")

THIS CONTRACT AMENDMENT NO. _1_ to Williamson County Contract for Surveying Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying** (the "Surveyor") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Surveyor executed the Williamson County Contract for Surveying Services dated effective **May 19, 2020** (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to **$500,000.00;** and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

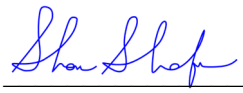
AGREEMENT

NOW, THEREFORE, premises considered, the County and the Surveyor agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $500,000.00 to $700,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Surveyor have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

SURVEYOR:	**COUNTY:**
By: 	By: _____
Signature	Signature
___Shane Shafer_____	Bill Gravell, Jr._____
Printed Name	Printed Name
__President_____	County Judge___ _____
Title	Title
_November 29, 2022_____	_____
Date	Date

Commissioners Court - Regular Session **50.**

Meeting Date: 12/06/2022

SAM 2586 Contract Amendment 1 Surveying Services

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Surveying Services between Surveying And Mapping and Williamson County dated May 19, 2020 for Surveying Services. Funding source: 01.0200.0210.004150.

Background

This Contract Amendment No 1 will allow for an increase in the compensation cap from $500,000.00 to $700,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM 2586 Contract Amendment 1 Surveying Services

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/30/2022 12:22 PM
County Judge Exec Asst.	Becky Pruitt	11/30/2022 01:35 PM
Infrastructure Department (Originator)	Vicky Edwards	11/30/2022 01:52 PM
Hal Hawes	Hal Hawes	11/30/2022 03:25 PM
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:27 AM
Form Started By: Vicky Edwards		Started On: 11/29/2022 09:24 AM
Final Approval Date: 12/01/2022		

CONTRACT AMENDMENT NO. __1__
TO
WILLIAMSON COUNTY CONTRACT FOR SURVEYING SERVICES

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: Surveying Services
("Project")

THIS CONTRACT AMENDMENT NO. _1_ to Williamson County Contract for Surveying Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping** (the "Surveyor") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Surveyor executed the Williamson County Contract for Surveying Services dated effective **May 19, 2020** (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to **$500,000.00;** and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Surveyor agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $500,000.00 to $700,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Surveyor have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

SURVEYOR:	**COUNTY:**
By: _____	By: _____
Signature	Signature
SCOTT BRASHEAR	Bill Gravell, Jr.
Printed Name	Printed Name
SR. PROJECT MANAGER	County Judge
Title	Title
11/2a/22	_____
Date	Date

Commissioners Court - Regular Session **51.**

Meeting Date: 12/06/2022

T5045 - CR 404 Hutto Water Line Realignment Change Order #4 (UPRR Monitor Flagging)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $89,204.91 for Project T5045 CR 404 Hutto Water Line Realignment (Austin Underground, Inc.) P 390 Funding Source: Road Bond.

Background

This Change Order adds an item for track monitoring and flagging operations at the Union Pacific Railroad (UPRR) at CR 401 and CR 402. Track monitoring and flagging are required by Union Pacific and must be provided by the Contractor performing the work on or near the railroad easement.

A new UPRR Monitoring and Flagging bid item will be added to the Contract to allow for payment.

This Change Order results in a net increase of $89,204.91 to the Contract amount, for an adjusted Contract total of $3,427,311.16. The original Contract amount was $2,897,639.00. As a result of this and all Change Orders to-date, $529,672.16 has been added to the Contract, resulting in an 18.28% net increase in the overall Contract cost.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T5045-CR 404 Hutto Water Line Realignment CO#4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:26 AM
Form Started By: Julissa Vasquez		Started On: 11/29/2022 08:43 AM
Final Approval Date: 12/01/2022		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

1. CONTRACTOR: **Austin Underground, Inc**

2. Change Order Work Limits: Sta. **39+79** to Sta. **42+34**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2I** (3 Max. - In order of importance - Primary first)

Project:	***T5045***
Roadway:	***CR 401***
CSJ Number:	

5. Describe the work being revised:

2I: Additional safety needs (unforeseeable). This Change Order is to pay the Contractor for performing flagging and monitoring operations while jacking and boring an encasement pipe with a water line carrier pipe underneath the Union Pacific Rail Road (UPRR) tracks. Flagging and track monitoring is required by UPRR, when there is work in or under their Right of Way.

6. Work to be performed in accordance with Items: **N/A**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: No

9. New Special Provisions to Item _N/A_ No. _N/A_, Special Specification Item __N/A__ are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 11-22-22

By _____

Typed/Printed Name Valentin J Gomez, Jr

Typed/Printed Title Sr Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$ 89,204.91**

RECOMMENDED FOR EXECUTION:

_____ 11/23/2022
Project Manager Date

N/A
Design Engineer Date

_____ 11/23/2022
Program Manager Date

Design Engineer's Seal:

See attached plan sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4 ***Project # T5045***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
J106-19	**UPRR MONITORING AND FLAGGING**	**LS**	**$89,204.91**	**0.00**	**$ -**	**1.00**	**1.00**	**$ 89,204.91**	**$ 89,204.91**
TOTALS					**$ -**			**$ 89,204.91**	**$ 89,204.91**

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 404 Hutto 24 Inch Water Line Realignment
Williamson County Project No. T5045

Change Order No. 4

Reason for Change

This Change Order adds an item for the track monitoring and flagging operation of the Union Pacific Railroad (UPRR) at CR 401 and CR 402. The track monitoring and flagging are required by Union Pacific and must be provided by the Contractor performing the work on or near the railroad easement.

Following is a summary of the new item required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
J106-19	UPRR MONITORING AND FLAGGING	1	LS

This Change Order results in a net increase of $89,204.91 to the Contract amount, for an adjusted Contract total of $3,427,311.16. The original Contract amount was $2,897,639.00. As a result of this and all Change Orders to-date, $529,672.16 has been added to the Contract, resulting in a 18.28% net increase in the overall Contract cost.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

PROJECT: Hutto 24" Waterline Relocation - CR 404 **I.D. #:** T5045

ITEM NUMBER/DESC.: Jonah CR 401 - UPRR Track Monitoring
Date Prepared: October 18, 2022

ITEM / DESCRIPTION	QTY	UNIT COSTS UNIT	LABOR	EQUIP	MATERIAL	SUBCT.	O.T.Factor	Other	TOTAL COSTS LABOR	EQUIP	MATERIALS	SUBCT.	Other
RailPro & SAM Track Flagging/Observation/Survey													
LABOR													
							1.00		$ -				
							1.00		$ -				
							1.00		$ -				
EQUIPMENT													
										$ -			
Materials													
											$ -	$ -	
Subcontractors													
RailPro - Flagging	1	LS				$ 28,412.50						$ 28,412.50	
RailPro - Observation	1	LS				$ 42,000.00						$ 42,000.00	
SAM - Track Monitoring	1	LS				$ 13,703.40					$ -	$ 13,703.40	
Other:													
													$ -
TOTALS									$ -	$ -	$ -	$ 84,115.90	$ -

Total Labor				$ -
Total Equipment				$ -
Total Materials				$ -
Total Subcontract				$ 84,115.90
Other				$ -
Labor Burden	$ -	@	55%	$ -
Labor OH&P	$ -	@	25%	$ -
Equipment OH&P	$ -	@	25%	$ -
Material OH&P	$ -	@	25%	$ -
Subcontract OH&P	$ 84,115.90	@	5%	$ 4,205.80
Other OH&P	$ -	@	25%	$ -
			Subtotal	$ 88,321.70

Bid Items:

Bond to be adjusted at end of project	$ 88,321.70	@	1.0%	$ 883.22
Net Increase			**TOTAL**	**$ 89,204.91**

Commissioners Court - Regular Session **52.**

Meeting Date: 12/06/2022

Sam Bass Rd. Improvements Letter of Transfer for Held-In-Trust Collection

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take any appropriate action regarding a Letter of Transfer for Held-In-Trust Collections to the Center for Archeological Studies (CAS) for archeological collections (specimens and/or records) obtained as part of the Texas Historical Commission permit process on Sam Bass Road, a Road Bond Project in Commissioner Pct. 3. Project: P462

Background

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any specimens or records are to be kept by the CAS. Upon completion of the permitted project, a copy of the final report and/or specimens will be provided to CAS per 13 TAC 26.16 and 26.17 for their records.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Corridor H_SamBass_CAS_Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:28 AM
Form Started By: Julissa Vasquez		Started On: 11/29/2022 01:40 PM
Final Approval Date: 12/01/2022		

For CAS Use Only CAS Accn#_____

GOVERNMENTAL AGENCY
LETTER OF TRANSFER FOR HELD-IN-TRUST COLLECTIONS

This letter documents the transfer of archaeological collections and records from

WILLIAMSON CO.
name of governmental agency and/or subdivision

to the Center for Archaeological Studies (CAS), Texas State University (TxState) for the following:

Project INTENSIVE ARCHEOLOGICAL SURVEY FOR IMPROVEMENTS TO SAM BASS RD. BETWEEN RM 1431 + WYOMING SPRINGS RD.

Project No. 23530011?

County(ies) WILLIAMSON CO.

Site No(s) N/A

Permitting Agency THC Permit # 8793

Description of Materials PAPERWORK + PHOTOS

The transfer of the above described documents and materials to CAS is made for the purpose of allowing CAS to retain in trust for Sponsor in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in 13 T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAS may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAS is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as Sponsoring Agency. Unless otherwise prohibited by state or federal law or regulation, CAS agrees that upon the written request of Sponsor, the materials shall be returned to Sponsor for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

Signature - Authorized Agent of Sub. Gov. Agency	Signature - Authorized Agent of Sub. Arch.
Authorized Agent of Sponsor (type or print)	ROBERT C THRIFT Authorized Agent of Sub. Arch. (type or print)
Title/Position	LAB MANAGER Title/Position
Date	10-21-2022 Date
Address:	Address: STANTEC 8711 BURNET RD. C-24 AUSTIN TX 78757 512-699-9450

Commissioners Court - Regular Session **53.**

Meeting Date: 12/06/2022

22IFB138 - CR 366 Notice of Intent (NOI)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for 22IFB138 - CR 366, a Road Bond program in Commissioner Pct. 4 Project: P296 Funding Source: Road Bond.

Background

Williamson County must submit an NOI to obtain coverage under TPDES General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ) before commencing Soil disturbing activities on any construction project that will disturb more than five (5) acres of land. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB138-CR 366_NOI

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:31 AM
Form Started By: Julissa Vasquez		Started On: 11/29/2022 04:31 PM
Final Approval Date: 12/01/2022		

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 366
Does the site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	From Mallard Lane to Chandler Road
City	Taylor
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.######)	30.609806
Longitude (W) (-###.######)	-97.452044
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	
What is the name of the Regulated Entity (RE)?	CR 366
Does the RE site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	From Mallard Lane to Chandler Road
City	Taylor
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.######)	30.609806
Longitude (W) (-###.######)	-97.452044
Facility NAICS Code	
What is the primary business of this entity?	Government

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	
Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	Bill
Middle	
Last	Gravell
Suffix	JR
Credentials	
Title	County Judge

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD # 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	aschiele@wilco.org

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	
First	Julissa
Middle	
Last	Vasquez
Suffix	
Credentials	
Title	Construction Contract Administrator
Enter new address or copy one from list:	

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD # 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	juvasquez@hntb.com

CNOI General Characteristics

Is the project located on Indian Country Lands?	No

Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
If applicable, what is the Secondary SIC Code(s)?	
What is the total number of acres disturbed?	41.95
Is the project site part of a larger common plan of development or sale?	No
What is the estimated start date of the project?	01/02/2023
What is the estimated end date of the project?	12/20/2024
Will concrete truck washout be performed at the site?	Yes
What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	Bull Branch
What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1244
Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	Yes
What is the name of the MS4 Operator?	City of Taylor, Williamson County, TxDOT Austin District
Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	No
I certify that a stormwater pollution prevention plan has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who operate under a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Commissioners Court - Regular Session **54.**

Meeting Date: 12/06/2022

23IFB6 - CR 404 at FM 973 Improvements Notice of Intent (NOI)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with Construction Activity under TPDES Construction General Permit (TXR150000) for 23IFB6 - CR 404 at FM 973 Improvements, a Road Bond program in Commissioner Pct. 4. Project: P390 Funding Source: Road Bond.

Background

Williamson County must submit an NOI to obtain coverage under TPDES General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ) before commencing Soil disturbing activities on any construction project that will disturb more than five (5) acres of land. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

23IFB6-CR404 at FM973_NOI

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:32 AM
Form Started By: Julissa Vasquez		Started On: 11/29/2022 04:42 PM
Final Approval Date: 12/01/2022		

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 404 at FM 973
Does the site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	FM 973 from CR 404 to FCR
City	Taylor
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.######)	30.53462
Longitude (W) (-###.######)	-97.44642
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	
What is the name of the Regulated Entity (RE)?	CR 404 at FM 973
Does the RE site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	FM 973 from CR 404 to FCR
City	Taylor
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.######)	30.53462
Longitude (W) (-###.######)	-97.44642
Facility NAICS Code	
What is the primary business of this entity?	Government

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	
Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	Bill
Middle	
Last	Gravell
Suffix	JR
Credentials	
Title	County Judge

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD # 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	aschiele@wilco.org

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	
First	Julissa
Middle	
Last	Vasquez
Suffix	
Credentials	
Title	Construction Contract Administrator
Enter new address or copy one from list:	CN600897888, Williamson County

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD # 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	juvasquez@hntb.com

CNOI General Characteristics

Is the project located on Indian Country Lands?	No

Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
If applicable, what is the Secondary SIC Code(s)?	
What is the total number of acres disturbed?	8.61
Is the project site part of a larger common plan of development or sale?	No
What is the estimated start date of the project?	12/27/2022
What is the estimated end date of the project?	11/20/2023
Will concrete truck washout be performed at the site?	Yes
What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	Brushy Creek
What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1244
Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	No
Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	No
I certify that a stormwater pollution prevention plan has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who operate under a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Commissioners Court - Regular Session **55.**

Meeting Date: 12/06/2022

SE Loop Segment 2-Relocation Claim

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on 4 relocation claims with Jacaruso Enterprises and Catherine Fahy in relation to the right of way acquisition on parcel 28 for the SE Loop segment 2 project. Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

claim

claim

claim

claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:43 AM
Form Started By: Charlie Crossfield		Started On: 11/30/2022 03:10 PM
Final Approval Date: 12/01/2022		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Jacaruso Enterprises	Parcel No: 28 (Business)	County: Williamson Project: Southeast Loop Phase 2

☐ Residence ☒ Business ☐ Farm ☐ Nonprofit ☐ Sign ☐ Other

2. Address of Property Acquired by Williamson County: 1355 CR 137 Hutto, Texas 78634 Claimant's Telephone No. [redacted] Claimant's Email: [redacted]	3. Address Moved To: [redacted]
4. Occupancy of Property Acquired by Williamson County: From (Date): 01-01-2015 To (Date of Move): 10-05-2022 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: Miles 8
6. Controlling Dates	7. Mover's Name and Address: Heavenly Moving & Storage 9311 N. FM 620, Suite 300 Austin, Texas 78726 512-340-0551

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	07	18	2022
b. Date Property Acquired			
c. Date Required to Move			

8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A	9. Amount of Claim:
Place Stored (Name and Address): N/A	a. Moving Expenses $15,125.20 b. Reestablishment Expenses $ c. Searching Expenses $ d. Tangible Property Loss $ e. Storage $
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A	f. Temporary Lodging $ g. **Total Amount** **$15,125.20**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

11/11/22 — Claimant

Date of Claim

Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $15,125.20

11-17-2022 — Date

Relocation Agent

Date

Williamson County Judge

Heavenly
— Moving & Storage —

INVOICE 10946-1

Heavenly Moving & Storage - (512) 340-0551
9311 N FM 620 Suite 300 Austin, TX 78726

BILLED TO:
Bill Jacaruso & Brandy Darmond

INVOICE DATE: 10/5/2022
INVOICE AMOUNT: $15,125.20
PAID

Description	Qty	Unit Price	Amount
Moving and Packing Services (Hourly)	17h 30m	$615.00	$10,762.50
Materials			
Bubble Wrap	2	$27.50	$55.00 T
Dish Pack	20	$3.99	$79.80 T
Dust Cover King	1	$12.99	$12.99 T
Dust Cover Queen/Full	1	$12.49	$12.49 T
Large Box	30	$2.95	$88.50 T
Medium Box	30	$2.59	$77.70 T
Mirror Carton	80	$1.95	$156.00 T
Packing Paper	3	$24.00	$72.00 T
Paper Pads	15	$1.89	$28.35 T
Paper Pads	15	$1.89	$28.35 T
Sealing Tape	24	$3.25	$78.00 T
Small Box	75	$2.09	$156.75 T
Stretch Wrap	5	$19.99	$99.95 T
TV Box (Included)	3	--	-- T
Valuation: Gold Plan			$179.00
Trip Fee (48.94 miles)			$1,462.00
		Subtotal	**$13,349.38**
		Tax 8.25 %	$78.04
		CC Fees	$365.04
		Tips	$1,332.74
		Payments	($15,125.20)
		Balance	**$0.00**

Payment methods accepted: Cash, Debit, Credit, Check .

Payments
$100.00 was paid on 9/1/2022 by MasterCard card ending in 0952.
$15,025.20 was paid on 10/5/2022 by MasterCard card ending in 0952.

Verified Paid
Danny Jackson

Call us anytime
512-340-0551

SIGN

Heavenly
—Moving & Storage—

Quote #10946 Not Booked

Your Move Estimate

Starting on December 12, 2022
Arrival window 9a - 9:30a

$16,600.23

Office (>2000 SQFT)
Estimated 23hr, 4hr minimum
Estimate for 3 truck & 8 crew
Non-Binding Estimate

Manager

Anna Alba

anne@heavenlymove.com
512-340-0551

Your Info

Bill Jacaruso & Brandy Darmond

[redacted]n
[redacted])

Origin

1353 Co Rd 137
Hutto , TX 78634

Commercial • 0 flights of stairs

31mi

Destination

Austin , TX 78734

House • 0 flights of stairs

What's Included?

- Furniture disassembly and reassembly (we bring the tools)

- Unloading and unwrapping everything in your new home
- 26' truck(s) including the driver, fuel, and mileage
- TV moving boxes **at no extra charge** (up to 72")
- Great attitudes, strong workers, and friendly smiles

Why Heavenly?

- Rated 4.9/5 stars in over 1,000 customer reviews
- Best Places to Work 2021 and 2022
- Locally owned small business since 2005

Super Important Note: you do NOT have this date reserved until you've paid your deposit and received a booking confirmation via email.

Notes

All-inclusive full service pack and move.

Your estimate includes extra packing materials BUT you will only pay for materials we actually use. You will not be charged for unused materials.

Day 1 (Dec 12) 1st take over customers office desk & chair. Pack start wrap/load preparations.
Day 2 (Dec 13) Load all trucks and Unload 1 truck.
Day 3 (Dec 14) Unload remaining & unpack kitchen/ bathroom and a few other misc. items.

Estimate is for 10 hours of moving labor and 13 hours of packing/unpacking labor.

Job / Activity Schedule

Moving And Packing

12/12/2022 - 12/14/2022 (Arriving: 9a - 9:30a)

Moving And Packing (Estimated 23h, 4h minimum) $615.00/hr	$14,145.00
Trip Fee 62.61 miles	$1,462.00
Materials (View Details)	$917.53
Tax	$75.70

Estimated Total **$16,600.23**

Attachments

Damage Policy
Click to view

Moving Protection
Click to view

Rights & Responsibilities
Click to view

Insurance Certificate
Click to view

Important Information About Your Move

- This is an **ESTIMATE** - final charges may change based on hours and services provided
- Deposits are refundable **upon** cancellation/rescheduling only with at least **7 days notice**
- Storage facility visits are by appointment **only** from Mon-Fri, 9am-4pm

Damages Policy and Additional Protection

Carrier Liability: a household goods carrier's liability for loss or damage of any shipment is $0.60 per pound per article unless the carrier and the shipper agree in writing to a greater level of liability.

Need more protection for your move?

Plan	Cost	Protection Amount	Deductible
Silver	Included	$0.60 per pound	$0
Gold	$179	$2 per pound	$0
Platinum	$299	$4 per pound	$0

Most customers choose the Gold Plan

Customer Reviews

My wife told me she booked this place because the name was "Heavenly" and she would never describe a move using that word. These guys accepted the challenge. Both she and I were very satisfied with the service we received from Eddie, Juan and Kevin. They called 30 minutes prior to arrival. We did the majority of the packing before the move, but they wrapped our furniture & tv's so

nothing would get scratched. They also disassembled our beds & covered the mattresses. When we arrived at our new home, they put everything where we wanted it and reassembled our beds for us. Being able to immediately get to unpacking and not having to worry about reassembling the beds meant one less thing we had to do - and it was greatly appreciated! 5 star service, a great group of guys! - ***Jacob Matson***

Andrew, Cameron, and Maurice literally just left and I'm so impressed with how efficient and quick they were. I had done research and called several different movers and ultimately chose them because of their rate and their Facebook page gave me peace of mind. I've never used movers before so I wasn't sure what to expect, but I was blown away by how quickly they moved. They wrapped and secured EVERYTHING. They ended up moving a 2 bedroom second floor apartment in about 2 hours. WOULD 1000% RECOMMEND! - ***Meressa Mobley***

I got Heavenly Moving as a recommendation from my wonderful realtor, Margaret Jolly, of Sotheby's Realty here in the Austin area. This was not a usual move, nor an easy one. I had a few antique furniture pieces and accessories, and one very large Hall Mirror, which was literally like moving a wall. The place I moved to was on the second story of an historic building where the "second story" was three flights up, required a long transit to the elevator - a small, antique freight elevator which required a certain expertise to operate. The movers, Chris, Adrian, and Joshua, were very professional, and called for extra help where it was needed. Everyone that I dealt with was very responsive, and I am extremely happy with my move. A number of friends had volunteered to help with what everyone thought was going to be difficult; to keep an eye out to assist with the elevator and gates, but we all ended up sitting down and chatting, while the crew handled the difficulties, and came to me with any questions. I would definitely recommend Heavenly Moving to anyone. - ***Judith Pyeatt Grissom***

009017587C

Powered by SmartMoving

CERTIFICATION OF ELIGIBILITY

Project: Southeast Loop Phase 2
Parcel: 28
Displacee: Jacaruso Enterprises

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☐ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

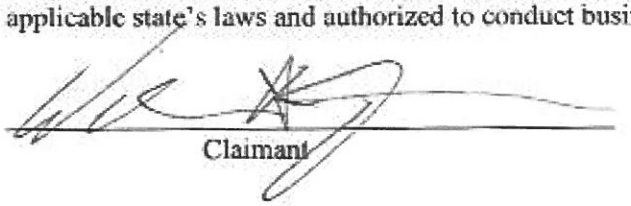
* If an Alien lawfully present in the United States, supporting documentation will be required.

_____ Date:
Claimant

_____ Date:
Claimant

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.


Claimant

Date: 7/15/22

CLAIM FOR PAYMENT OF RENT SUPPLEMENT

Print or Type All Information - Read Rules on Reverse Side

1. To:
Williamson County

Parcel No.: 28 | County: Williamson

Project: Southeast Loop Phase 2

2. Name of Claimant:
Catherine Fahy

3. Property Acquired by Williamson County:
By: ☒ Negotiation ☐ Condemnation

Address:
1353 CR 137
Hutto, Texas 78634

4. Replacement Housing Address:
109 W. Live Oak Street
Hutto, Texas 78634

8. Date Claimant Moved into Replacement Housing:
10-26-2022

5. Type of Occupancy Covered by This Claim:

☐ Owner-Occupant	☒ Tenant
☐ House	☒ House
☐ Apartment	☐ Apartment
☐ Mobile Home	☐ Mobile Home
	☐ Sleeping Room

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiations	07	18	2022
b. Date Required to Move			

7. Continuous Occupancy of Property Acquired by Williamson County:

From (Date): 01-01-2015 To (Date of Move): 10-26-2022

9. Amount of This Claim $48,097014

a. Total Rent Supplement Installment (1st, 2nd, 3rd, or Final) $48,097.14

b. Total Last Resort Purchase Payment $

1. Amount Paid on Principal $

2. Incidental Expenses $

10. Payment of this claim in the amount shown in Block 9 above is requested. I certify that this move was made as a result of the acquisition of the property for roadway purposes, the information submitted herewith is true and correct, and that the dwelling I now occupy meets the standards of decent, safe and sanitary housing to the best of my knowledge and belief.

11/2/2022
Date of Claim

Catherine A. Fahy
Claimant

Claimant

Spaces Below to be Completed by Williamson County

The dwelling at the address under Block 4 above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.

11-2-2022
Date of Inspection

Inspected By - Signature

I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information as shown herein is correct.

11-17-2022
Date

Relocation Agent

APPROVED

Date

Williamson County Judge

REPLACEMENT HOUSING INSPECTION

Name of Claimant: Catherine Fahy	Parcel No.: 28	County: Williamson
		Project: Southeast Loop Phase 2

Address:
109 W. Live Oak Street
Hutto, Texas 78634
Apt No.: Site No.:

Number of Displaced Persons in Family: 1 Purchase Price or Monthly Rent: $1,750.00/mo.

Replacement Dwelling

House ☒ Duplex ☐ Apartment ☐ Sleeping Room ☐

Mobile Home: Width: Length:		Other:	
Floor Space: sq. ft. 1120	No. Rooms: 4	No. Bedrooms: 2	No. Baths: 1

Dwelling Inspection

Yes	No		Yes	No	
☑	☐	1. Meets all applicable building codes	☑	☐	6. Has Provisions for artificial lighting in each room
☑	☐	2. Has required potable water	☑	☐	7. Is structurally sound, in good repair and adequately maintained
☑	☐	3. Has required kitchen facilities	☑	☐	8. Has required safe means of egress
☑	☐	4. Has required heating system	☑	☐	9. Has required habitable floor space
☑	☐	5. Has required bathroom facilities			

Comments:

The dwelling at the address above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.

11-2-2022
Date of Inspection

Inspected By - Signature

CERTIFICATION OF ELIGIBILITY

Project: Corridor A-1 SE Loop
Parcel: 28

Displacee: Catherine Fahy

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Catherine Fahy
Claimant

Date: 7/19/2022

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A
Claimant

Date:

RESIDENTIAL RENTAL AGREEMENT

THIS LEASE (the "Lease") dated this 21 day of Sept, 2022

BETWEEN:

Jacaruso Holdings LLC

(the "Landlord")

- AND-

Catherine Fahy

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the house, municipally described as 109 W Live Oak Street, Hutto, TX 78634 (the "Property"), for use as residential premises only.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord.
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. The Tenant may keep pets in or about the Property. The Landlord may revoke this privilege upon thirty (30) days' notice.

5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Property.

6. The Tenant and members of the Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.

7. The Tenant and members of the Tenant's household will not vape anywhere in the Property nor permit any guests or visitors to vape in the Property.

Term

8. The term of the Lease is a periodic tenancy commencing at 12:00 noon on October 10, 2022 and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy.

9. Notwithstanding that the term of this Lease commences on October 10, 2022, the Tenant is entitled to possession of the Property at 12:00 noon on September 13, 2022.

10. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Texas (the "Act").

Rent

11. Subject to the provisions of this Lease, the rent for the Property is $1,750.00 per month (the "Rent").

12. The Tenant will pay the Rent on or before the first (1st) day of each and every month of the term of this Lease to the Landlord at 2255 Shark Loop, Round Rock, TX 78664 or at such other place as the Landlord may later designate by check.

13. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.

Security Deposit

14. On execution of this Lease, the Tenant will pay the Landlord a security deposit of $1,750.00 (the "Security Deposit").

15. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits.

16. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:

    a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls

including the repainting of such damaged walls;

b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;

c. unplugging toilets, sinks and drains;

d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;

e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;

f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;

g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;

h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;

i. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

17. The Tenant may not use the Security Deposit as payment for the Rent.

18. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.

19. Within the time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: _____, or at such other place as the Tenant may advise.

Inspections

20. The Tenant acknowledges that the Tenant inspected the Property, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.

21. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to

prospective tenants or purchasers in compliance with the Act.

Tenant Improvements

22. The Tenant will obtain written permission from the Landlord before doing any of the following:

    a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;

    b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;

    c. removing or adding walls, or performing any structural alterations;

    d. installing a waterbed(s);

    e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;

    f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or

    g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

Utilities and Other Charges

23. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Property: electricity, water/sewer, internet, cable, telephone, natural gas, heating oil/propane, garbage collection and alarm/security system.

Insurance

24. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

25. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.

26. The Tenant is responsible for insuring the Property for damage or loss to the structure, mechanical or improvements to the building of the Property for the benefit of the Parties. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.

27. The Tenant is not responsible for insuring the Property for liability insurance, and the Tenant assumes no liability for any such loss.

Attorney Fees

28. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

Governing Law

29. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Texas.

Severability

30. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

31. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

32. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

33. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Damage to Property

34. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

35. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.

36. The Tenant will not engage in any illegal trade or activity on or about the Property.

37. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.

38. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.

39. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.

40. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Rules and Regulations

41. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Address for Notice

42. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:

    a. Name: Catherine Fahy.

    b. Phone: (737) 280-8157.

    c. Email: catherinefahy@hotmail.com.

43. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

    a. Name: Jacaruso Holdings LLC.

b. Address: 2255 Shark Loop, Round Rock, TX 78664.

The contact information for the Landlord is:

c. Phone: (512) 289-2706.

d. Email address: bill@jacaruso.com.

General Provisions

44. All monetary amounts stated or referred to in this Lease are based in the United States dollar.

45. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

46. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.

47. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.

48. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

49. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.

50. The Tenant will be charged an additional amount of $25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.

51. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

52. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

53. This Lease constitutes the entire agreement between the Parties.

54. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.

55. Time is of the essence in this Lease.

IN WITNESS WHEREOF Catherine Fahy and Jacaruso Holdings LLC have duly affixed their signatures on this 21 day of Sept, 2022

Jacaruso Holdings LLC

Per: _____ (Seal)

Catherine Fahy

Catherine Fahy

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the 21st day of September, 2022.

Catherine Fahy

Catherine Fahy

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CERTIFICATE OF AMENDMENT
OF
JACARUSO HOLDINGS, LLC

The undersigned, acting as a manager of a limited liability company under the Texas Business Organizations Code, does hereby adopt the following Certificate of Amendment for Jacaruso Holdings, LLC (the "*Company*").

ARTICLE 1

The name of the filing entity is Jacaruso Holdings, LLC, a Texas limited liability company.

ARTICLE 2

The file number issued to the filing entity by the Secretary of State of Texas is 802200752.

ARTICLE 3

The Company is a Texas limited liability company, filed with the Secretary of State of Texas on April 22, 2015.

ARTICLE 4

Set forth below is an identification by reference or description of each added, altered, or deleted provision.

1. The Certificate of Formation is amended by the addition of the provisions identified or referenced below. A full text version of each additional provision so identified or referenced follows:

ARTICLE TEN

As permitted by Section 101.601 of the TBOC, the Company may have one or more series. The debts, liabilities and obligations and expenses incurred, contracted for or otherwise existing with respect to a particular series, whether now existing or hereafter established, shall be enforceable against the assets of that series only, and not against the assets of the Company generally or any other series thereof, and none of the debts, liabilities, or obligations and expenses incurred, contracted for, or otherwise existing with respect to the Company generally or any other series thereof shall be enforceable against the assets of the particular series in question.

ARTICLE 5

2. **Alter**. The following identified provisions of the filing instrument shall be amended as set forth below.

Article 3 - Governing Authority

The limited liability company will have managers. The name and address of the initial managers are as set forth below:

Governing Person	Address
William A. Jacaruso	2255 Shark Loop Round Rock, TX 78664
Tonia C. Jacaruso	2255 Shark Loop Round Rock, TX 78664

ARTICLE 6

This filing amending the Certificate of Formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the Company.

ARTICLE 7

This document becomes effective when the document is filed by the Secretary of State.

ARTICLE 8

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. If the undersigned is acting in the capacity of manager for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Dated the 28th day of October, 2022.

Jacaruso Holdings, LLC

By: _____
William A. Jacaruso, Manager

By: Tonia C. Jacaruso
Tonia C. Jacaruso, Manager

Rent Receipt

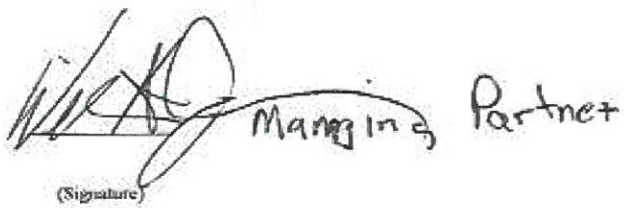
Receipt Date: September 21, 2022

Property Address:	109 W Live Oak St, Hutto, TX 78634, USA
Tenant Name:	Catherine Fahy
Rental Period:	October 11, 2022 to November 10th, 2022 + Security Deposit of $1,750.00
Date Payment Received:	September 21, 2022
Paid To:	Jacaruso Holdings LLC
Payment Type:	Personal check # 145
Total Owed:	$3,500.00
Amount Paid:	$3,500.00
Remaining Balance:	$

This receipt acknowledges that Jacaruso Holdings LLC has been paid in full for the rental period of September 21, 2022 - September 21, 2022.

Payment received by: Jacaruso Holdings LLC

(Print Name)



(Signature)

For questions or concerns, please contact:

Name: Jacaruso Holdings LLC

Phone: [redacted]6

Email: [redacted]n

SUPPLEMENTAL PAYMENT ESTIMATE - REPLACEMENT HOUSING

Print or Type All Information

Displacee's Name: Catherine Fahy		Project: SE Loop Phase 2
	Parcel No.: 28	
	Unit or Bldg. No.: N/A	
	First Offer in Negotiations (Date): 07-18-2022	
	Occupancy Since (Date): 1/2015	County: Williamson

Type Supplement:
- ☐ Normal
- ☐ Revised
- ☒ Last Resort
- ☐ 180-day Owner
- ☒ 90-day Occupant
- ☐ Late Occupants

Property From Which Displaced:
- ☐ Single Family Home
- ☒ Apartment (Converted Detached Garage)
- ☐ Mobile Home
- ☐ Duplex
- ☐ Mobile Home Site
- ☐ Other:

☐ Utilities in Subject Rent ☒ Utilities Not in Subject Rent

Monthly Gross Income:
$2,016.10 X 30% = $604.83

Replacement Property Data

* Denotes Selected Replacement Property

Property No.	Total Rooms	No. Bdr.	Apprx. Sq. Ft.	Age	Quality	Cond.	Yd. Imp.	Index	Probable Sales Price	Rental Cost
									$	
									$	
									$	
Subject	4	1	1132	9	12	3	3	27		
28(T)-01	6	3	1440	4	15	3	3	25		$1.899
*28(T)-02	6	3	1074	6	12	3	3	24		$1,770.75
28(T)-03	5	2	850	4	10	3	3	20		$1,749

Replacement Housing Supplement

Replacement Cost $ N/A

Adjusted Subject Value $ N/A

Supplement $ N/A

Rent Supplement

Actual Rent	Fair Market Rent	Gross Income	Replacement Cost Supplement
$0.00 x 42 **$0.00**	$1,481.00 x 42 **$62,202.00**	$604.83 x 42 **$25,402.86**	$1,770.75 x 42 **$74,371.50** Supplement = $48,968.64

Replacement Rent and utilities
$1750/mo.
x 42
$73,500

Gross income
604.83
x 42
$25,402.86

73,500.00
(25,402.86)
$48,097.14 Replacement Supplement

Total number of displaced persons: 1.

List name, age, gender and relationship of household occupants other than displacee(s) named on page 1.

Name of Household Occupant(s):	Age:	Gender:	Relationship to Displacee:
None			

Remarks: (Use extra page if necessary)

The displacee Catherine Fahy occupies the small 1,132 sq.ft. dwelling on this parcel, this dwelling was the detached garage for the main house which has been converted into a small 1 bedroom apartment. Ms. Fahy is the mother-in-law of the owner; she does not have a lease agreement and she does not pay any rent or utilities for this dwelling. The property is located at 1353 CR 137, Hutto, Texas 78634. Williamson County is acquiring the whole property which includes this converted apartment. Because of the acquisition Ms. Fahy is being displaced.

In accordance with 49 CFR 24.402(b)(2), base monthly rent for a displacement dwelling is determined as the lesser of (1) the average monthly cost of rent and utilities but if a tenant pays little or no rent fair market rent is used or (2) 30% of the displacee's household income if the displacee is considered low income as determined by the US Department of Housing and Urban Development.

Because Ms. Fahy does not pay rent or utilities for this dwelling a fair market rent was used to determine her rent. Ms. Fahy has provided income information, her only source of income is social security which is $2,016.10/month, documentation attached, she has no other household income. In accordance with the Uniform Relocation Act Income Limits for the Austin Round Rock area Ms. Fahy is considered low income for this area, therefore, her income was factored and because 30% of her monthly income was less than the monthly fair market rent, her income was used in the final determination of this rent supplement.

In order for the displacee to qualify for the supplement the displacee will have to rent and occupy a replacement dwelling renting for $1,770.75/mo. or more. Should the displacee rent a dwelling renting for less than $1,770.75/mo., the rent supplement will be reduced by the difference, in addition, to qualify the displacee will need to provide a valid lease agreement for the replacement dwelling along with a full months paid rent receipt and utility bills in her name at the replacement address.

Subject Property

The subject property is located in a rural area at 1353 CR 137, Hutto, Texas 78634. The property has two dwelling the larger house is currently being utilized as a business office for Jacaruso Holdings, LLC. The smaller dwelling is occupied by Catherine Fahy. This house is approximately 1,132sq.ft. built in 2015 and is on approximately 8.127acre of which Williamson County is acquiring the whole tract. The home is frame construction and on a slab foundation. It consists of 1 bedroom and 1bath, kitchen, living room and game room. There is not a garage open parking only. Interior is comprised of tile floors. Central heating and cooling is throughout the house. The exterior includes covered patio and nice yard which includes various trees and shrubbery. The utilities for this property include electric and trash. Water is provided by an onsite well and wastewater is provided by an onsite septic system.

Search

Our research using Realtor.com, Zillow, Redfin and Trulia we were only able to find a 1 bedroom, 1 bath comparable properties however we were unable to find the larger square footages the size of the subject. We did extended our search for 2 and 3 bedroom dwellings. We were able to find 3 comparable's that could adequately replace the function of the subject. Several listings were not chosen due to condition, location and amenities compared to the subject, significant square footage differences, total number of rooms, number of bedrooms, bathrooms or being off the market and distance from the subject. Because the displacee has pets we also had to limit our search to dwelling that allowed pets. The following three properties were identified as most comparable to that of the subject.

Comparable property 28(T)-01

This home is located at 2016 Balsam Way, Round Rock, Texas 78665. This single story single-family residence contains 3 bedrooms, 2 bathrooms, living room, dining area, kitchen, and laundry room. The kitchen features a range with oven and cook top, laminate countertops, tile backsplash, tile flooring. The interior features textured drywall, painted trim, wood doors and high ceilings. Flooring in the bedrooms is wood, has laundry room with hookups. Has a 2 car attached garage. Yard is

water, city sewer and trash. Utility casts are based on the city of round rock housing authority utility schedule which is attached. Total monthly rent and utilities for this dwelling are rent $1,695 and utilities $204 for a total $1,899/mo. This home is approximately 308 sf larger than the subject. The home was built in 1996. Pets are allowed. This home is located 10 miles from the subject and is located in the Round Rock school district.

***Comparable property 28(T)-02**

This duplex is located at 206 Ryan Lane, Georgetown, Texas 78628. This single story duplex contains 3 bedrooms, 2 bathrooms, living room, dining area, kitchen, laundry room. The kitchen features a range with oven and cook top, laminate countertops, tile backsplash, tile flooring. The interior features textured drywall, painted trim, wood doors and high ceilings. Flooring in the bedrooms is carpet, has laundry room with hookups. Has a 2 car attached garage. Yard is enclosed with a wood privacy fence. Home has been well maintained and in good condition. Utilities are electric, city water, city sewer and trash. Cats are allowed. Utility casts are based on the city of Georgetown housing authority utility schedule which is attached. Total monthly rent and utilities for this dwelling are rent $1,495 and utilities $275.75 for a total $1,770.75/mo. This home is approximately 58 sf smaller than the subject but has two additional bedrooms one additional bath and has a 2 car attached garage and is functionally equivalent The home was built in 2005. This home is located 18 miles from the subject. This home is in the Georgetown school district.

Comparable property 28(T)-03

This home is located at 515 Gregory Court, nit 515 Round Rock, Texas 78664. This single story duplex contains 2 bedrooms, 1 bathrooms, living room, dining area, kitchen. The kitchen features a range with oven and cook top, laminate countertops, tile backsplash, vinyl flooring. The interior features textured drywall, painted trim, wood doors and high ceilings. Flooring in the bedrooms is vinyl, has laundry hookups are in a laundry closet. Has a 1 car attached garage. Yard is enclosed with a wood privacy fence. Home has been well maintained and in good condition. Utilities are electric, city water, city sewer and trash. Utilities are being based on the city of round rock housing authority utility schedule which is attached. Total monthly rent and utilities for this dwelling are rent $1,550 and utilities $199 for a total $1,749/mo. This home is approximately 282 sf smaller than the subject but is functionally equivalent The home was built in 1995. This home is located 8 miles from the subject. This home is in the Round Rock school district.

Chosen Comparable

All the comparable properties are functionally equivalent to the subject property and DS&S; however, comparable property 28(T)-02 is the most comparable because of its similarity, condition the majority of the amenities of the residence are replaced. Even though the chosen comparable is approximately 58 square feet smaller than the subject , it has two additional bedrooms and 1 additional bath and has a 2 car garage which mor than adequately replaces the loss in square feet from the subject. This home is very good condition and is very similar to the quality and condition of the subject. This replacement dwelling is functionally equivalent to the subject. It is close to shopping and restaurants . Because of the extremely limited number of available rental properties at this time, even though this house has two additional bedrooms and one additional bath and the added two car garage this is the most comparable property available. Because Ms. Fahy is low income for this area the income calculation is utilized to provide for the greater benefit.

The supplement is calculated as follows:

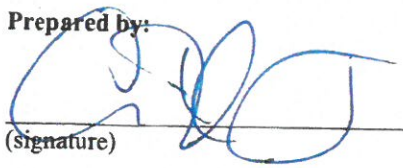
Replacement Cost	$74,371.50
Less 30% Gross Income	$25,402.86
Replacement supplement	$48,968.64

Comparable replacement property data is based on the Residential Comparison Index as per TxDOT ROW Volume 3 Relocation Assistance Manual page 21-5 and 21-6.

Provisions of Last resort Housing apply to this calculation as the supplement payment estimate exceeds $7,200. It is recommended that the relocation supplement payment in the amount of **$48,968.64** be authorized to allow the subject household to relocate into a suitable, decent, safe and sanitary replacement dwelling.

The supplemental payment(s) on page 1 have been determined by me and are to be used in connection with a federal-aid highway project. The replacement housing used for these supplement computations are certified to be fair housing open to all persons regardless of race, color, religion, age, sex, national origin or handicap and consistent with the requirements of Title VIII of the Civil Rights Act of 1968. I have no direct nor indirect, present or contemplated interest in this transaction nor will I derive any benefit from the supplemental payment.

Prepared by:



(signature)

8-10-2022

Date

Danny Jackson
Project Manager
Right of Way of Texas, LLC.

Approval by:

Lisa Dworaczyk

(signature)

8.10.22

Date

Lisa Dworaczyk
ROW Project Manager

Contact Notes

Project Southeast Loop
Parcel 28
Name Catherine Fahy (Tenant)

Date	Comments
	Catherine Fahy [redacted]7 [redacted]n
7-19-22	Met with Catherine Fahy to discuss here relocation eligibility. I explained her eligibility for a rent supplement and moving. She provided me all needed documentation and income information and I took pictures of displacement site. She is the mother in law of the owner, she does not have a lease agreement when she does not pay rent or utilities. I explained that I would research and prepare a rent supplement but because she does not pay any rent. I explained that I would have to do a fair market rent for her bas rent. She is considered low income for the area and the
	supplement may be based of her income. I explained that that once the supplement is calculated I will be sending out a 90 day letter with the supplement information. I also explained the 30 day letter that they will receive once the parcel is acquired. She said that she understood
08-10-22 08-19-22 09-01-22	90 day letter sent with supplement information. Called Catherine Fahy to follow up on 90 day letter (left message) Called Catherin Fahy and discussed rent supplement and moving. She said she was working to get moving estimate and would send me a copy when received.
10-12-22 11-02-22	Catherine Fahy called to say she has moved to her new place. I told her that I would prepare claim documents and get with her. Met with Catherine to do DSS inspection of replacement dwelling and have her sign claim documents.
11-22-22	Prepared claim package for rent supplement and moving and sent to Sheets and Crossfield for review, approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Catherine Fahy	Parcel No: 28 (Tenant)	County: Williamson
		Project: Southeast Loop Phase 2

☒ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☐ Other

2. Address of Property Acquired by Williamson County: 1355 CR 137 Hutto, Texas 78634 Claimant's Telephone No. [redacted]7 Claimant's Email: [redacted]n	3. Address Moved To: 109 W. Live Oak Street Hutto, Texas 78634
4. Occupancy of Property Acquired by Williamson County: From (Date): 01-01-2015 To (Date of Move): 10-05-2022 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 8 Miles 7. Mover's Name and Address: Heavenly Moving & Storage 9311 N. FM 620, Suite 300 Austin, Texas 78726 512-340-0551

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	07	18	2022
b. Date Property Acquired			
c. Date Required to Move			

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move):N/A

9. Amount of Claim:	
a. Moving Expenses	$3,813.27
b. Reestablishment Expenses	$
c. Searching Expenses	$
d. Tangible Property Loss	$
e. Storage	$
f. Temporary Lodging	$
g. Total Amount	**$3,813.27**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Catherine Fahy
Claimant

Date of Claim:
11/2/2022
Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $3,813.27

11-17-2022
Date

Relocation Agent

Date

Williamson County Judge

Heavenly
— Moving & Storage —

INVOICE 11934-1

Heavenly Moving & Storage - (512) 340-0551
9311 N FM 620 Suite 300 Austin, TX 78726

BILLED TO:
Catherine Fahy

INVOICE DATE: 10/25/2022
INVOICE AMOUNT: $3,313.27
PAID

Description	Qty	Unit Price	Amount
Moving and Packing Services (Hourly)	4h	$299.00	$1,196.00
Additional Services			
Hot Tub	1	$1,000.00	$1,000.00
Valuation: Silver Plan			$0.00
Trip Fee (47.96 miles)			$500.00
		Subtotal	**$2,696.00**
		Tax 8.25 %	$0.00
		CC Fees	$78.07
		Tips	$539.20
		Payments	($3,313.27)
		Balance	**$0.00**

Payment methods accepted: Cash, Debit, Credit, Check .

Payments
$100.00 was paid on 9/2/2022 by Visa Credit card ending in 9347.
$3,213.27 was paid on 10/11/2022 by Visa Credit card ending in 9347.

Verified Paid
Danny Jackson

moreSPACEplace®

RECEIPT

From: Catherine Fahy
Quote Number: 00010387
Payment Date: 10/12/2022
Amount: $500.00
Method of Payment: Credit Card
Last 4 digits of Credit Card: 1645

Thank you for your business!
If you have questions about this order, please contact us at (512) 419-7911.
Best Regards

More Space Place

The quote to move and reinstall the Murphy Bed from the displacement location to the replacement location was $800.00, however because the Murphy Bed would not fit at the replacement dwelling they put the Murphy Bed in storage. Therefore, because the mover More Space Place disassembled and moved the Murphy Bed to a storage building and did not reinstall the final cost was $500.00 as reflected on the paid receipt.

CERTIFICATION OF ELIGIBILITY

Project: Corridor A-1 SE Loop
Parcel: 28

Displacee: Catherine Fahy

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Catherine Fahy
Claimant

Date: 7/19/2022

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A
Claimant

Date:

Call us anytime
512-340-0551

SIGN

Heavenly
— Moving & Storage —

9311 N FM 620
Suite 300
Austin, Tx 78726

Quote #11934 Not Booked

Your Move Estimate

Starting on December 9, 2022
Arrival window 9a - 10a

$8,330.71

House ($200 - $300 to start)
Estimated 12hr, 4hr minimum
Estimate for 2 truck & 5 crew
Non-Binding Estimate

Manager

Anna Alba

anna@heavenlymove.com
512-340-0551

Your Info

Catherine Fahy

Catherinefahy@hotmail.com
737-280-8157 (Mobile)

Origin

1353 Co Rd 137
Hutto , TX 78634

House • 0 flights of stairs

4mi

Destination

109 W Live Oak St
Hutto , TX 78634

House • 0 flights of stairs

What's Included?

- Furniture disassembly and reassembly (we bring the tools)
- Unloading and unwrapping everything in your new home

- 26' truck(s) including the driver, fuel, and mileage
- TV moving boxes **at no extra charge** (up to 72")
- Great attitudes, strong workers, and friendly smiles

Why Heavenly?

- Rated 4.9/5 stars in over 1,000 customer reviews
- Best Places to Work 2021 and 2022
- Locally owned small business since 2005

Super Important Note: you do NOT have this date reserved until you've paid your deposit and received a booking confirmation via email.

Notes

All-inclusive full service pack, move and debris removal.
Your estimate includes extra packing materials BUT you will only pay for materials we actually use. You will not be charged for unused materials.

Day 1 (Dec 9) Pack & load.
Day 2 (Dec 10) - Unload and unpack.

Crew can disassembly, and reassemble the Murphy bed. Crew can't remove it from the wall.

Estimate is for 8 hours of moving labor and 9 hours of packing/unpacking service.

Job / Activity Schedule

Moving And Packing

12/9/2022 - 12/10/2022 (Arriving: 9a - 9:30a)

Moving And Packing (Estimated 17h, 4h minimum) $378.00/hr	$6,426.00
Trip Fee 47.96 miles	$500.00
Additional Services	$750.00
Materials (View Details)	$604.81

Tax	$49.90
Estimated Total	$8,330.71

Additional Services

Description	Amount	Qty	Cost
Hot Tub	$750.00	1	$750.00
Move			
Subtotal			**$750.00**

Attachments

- Damage Policy
  Click to view
- Moving Protection
  Click to view
- Rights & Responsibilities
  Click to view
- Insurance Certificate
  Click to view

Important Information About Your Move

- This is an **ESTIMATE** - final charges may change based on hours and services provided
- Deposits are refundable **upon** cancellation/rescheduling only with at least **7 days notice**
- Storage facility visits are by appointment **only** from Mon-Fri, 9am-4pm

Damages Policy and Additional Protection

Carrier Liability: a household goods carrier's liability for loss or damage of any shipment is $0.60 per pound per article unless the carrier and the shipper agree in writing to a greater level of liability.

Need more protection for your move?

Plan	Cost	Protection Amount	Deductible
Silver	Included	$0.60 per pound	$0
Gold	$179	$2 per pound	$0
Platinum	$299	$4 per pound	$0

Most customers choose the Gold Plan

Customer Reviews

My wife told me she booked this place because the name was "Heavenly" and she would never describe a move using that word. These guys accepted the challenge. Both she and I were very satisfied with the service we received from Eddie, Juan and Kevin. They called 30 minutes prior to arrival. We did the majority of the packing before the move, but they wrapped our furniture & tv's so nothing would get scratched. They also disassembled our beds & covered the mattresses. When we arrived at our new home, they put everything where we wanted it and reassembled our beds for us. Being able to immediately get to unpacking and not having to worry about reassembling the beds meant one less thing we had to do - and it was greatly appreciated! 5 star service, a great group of guys! - ***Jacob Matson***

Andrew, Cameron, and Maurice literally just left and I'm so impressed with how efficient and quick they were. I had done research and called several different movers and ultimately chose them because of their rate and their Facebook page gave me peace of mind. I've never used movers before so I wasn't sure what to expect, but I was blown away by how quickly they moved. They wrapped and secured EVERYTHING. They ended up moving a 2 bedroom second floor apartment in about 2 hours. WOULD 1000% RECOMMEND! - ***Meressa Mobley***

I got Heavenly Moving as a recommendation from my wonderful realtor, Margaret Jolly, of Sotheby's Realty here in the Austin area. This was not a usual move, nor an easy one. I had a few antique furniture pieces and accessories, and one very large Hall Mirror, which was literally like moving a wall. The place I moved to was on the second story of an historic building where the "second story" was three flights up, required a long transit to the elevator - a small, antique freight elevator which required a certain expertise to operate. The movers, Chris, Adrian, and Joshua, were very professional, and called for extra help where it was needed. Everyone that I dealt with was very responsive, and I am extremely happy with my move. A number of friends had volunteered to help with what everyone thought was going to be difficult; to keep an eye out to assist with the elevator and gates, but we all ended up sitting down and chatting, while the crew handled the difficulties, and came to me with any questions. I would definitely recommend Heavenly Moving to anyone. - ***Judith Pyeatt Grissom***

009017587C

Powered by SmartMoving

moreSPACEplace

Proposal #	00010387
Company Address	2438 West Anderson Lane, Suite C-7 Austin, TX 78757
Phone	(512) 419-7911
Fax	(512) 532-0304
Designer	Kellye Foster

Bill To Name	Fahy, Catherine
Bill To	5000 Est. Enighed PMB #67 St. John, USVI [redacted]0
[redacted]e	([redacted]0

Ship To Name	Fahy, Catherine
Ship To	1353 Country Rd. 137 [redacted]4
Email	toni@jacaruso.com

Created Date 10/10/2022

Install Information

Line Item Description	Qty	Options 1	Total Price
Uninstall Jefferson, transfer to new location, store in garage	1		$800.00

Total Price	$800.00
Installation and Delivery	$0.00
Subtotal	$800.00
Tax	$0.00
Total	$800.00
Payments Received	$0.00
Balance Due	$800.00

Proposal is valid for 30 days from date of proposal.

Purchaser agrees to the following terms and conditions:
If the invoice total is less than $3000, payment is due in full at time of order. For invoice totals above this amount, a deposit of 50% of the total is due upon signing of this invoice. The final balance is due upon installation of the order. Orders may not be changed, canceled or refunded after 24 hours.

Estimate

X_____
Customer Signature

Danny Jackson

From: [redacted]
Sent: Monday, November 21, 2022 11:42 AM
To: Danny Jackson
Cc: MIL
Subject: Re: SE Loop Murphy Bed Claim Question

They only charged $500

Bill Jacaruso
COO
Jacaruso Enterprises
Jacaruso.com

From: Danny Jackson <danny.jackson@rightofwayoftexas.com>
Sent: Monday, November 21, 2022 11:40:55 AM
To: Bill Jacaruso <Bill@jacaruso.com>
Cc: MIL <catherinefahy@hotmail.com>
Subject: SE Loop Murphy Bed Claim Question

Bill, Hi

I have a question regarding the moving of the murphy bed, the estimate is for $800.00, and the receipt is $500.00. I assume that the differenced is that they did not reinstall the bed but just moved it. Did they provided you a revised invoice for $500.00 if so can you send to me I only have the paid receipt. I attached what I have as reference for you.

Thanks,
Danny

Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC
Project Manager
Right of Way of Texas, LLC.
Cell 512-922-5930
danny.jackson@rowtx.com
6101 W Courtyard Dr
Bldg. 1, Ste. 125
Austin, Texas 78730

rowtx.com

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s): Jacaruso Enterprises	Parcel No: 28 (Business)	County: Williamson
		Project: Southeast Loop Phase 2

☐ Residence ☒ Business ☐ Farm ☐ Nonprofit ☐ Sign ☐ Other

2. Address of Property Acquired by Williamson County:
1355 CR 137
Hutto, Texas 78634

Claimant's Telephone No. [redacted]
Claimant's Email: [redacted]

3. Address Moved To:
[redacted]
Round Rock TX 78664

4. Occupancy of Property Acquired by Williamson County:
From (Date): 01-01-2015 To (Date of Move): 10-05-2022
☐ Owner/Occupant ☒ Tenant

5. Distance Moved: Miles 8

7. Mover's Name and Address:
N/A

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	07	18	2022
b. Date Property Acquired			2022
c. Date Required to Move			2020

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
a. Moving Expenses	$
b. Reestablishment Expenses	$
c. Searching Expenses	$2,500.00
d. Tangible Property Loss	$
e. Storage	$
f. Temporary Lodging	$
g. **Total Amount**	**$2,500.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

11/11/22 [signature]
Date of Claim: Claimant

Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $2,500.00

11-17-2022 [signature]
Date Relocation Agent

Date Williamson County Judge

ITINERARY FOR SEARCHING EXPENSES

Date	Name	Person Contacted & Location (Address, City, State)	Number of Miles	Hours Spent Searching	Hourly Rate	Totals
Spring 2020	William Jacaruso	Lindey Hixon	50	50	$ 175	$ 8,750
Spring 2020	Toni Jacaruso	"	50	50	$ 175	$ 8,750
		Time traveling to Real Estate office and to various properties. Meetings with realtor Lindey Hixon to discuss replacement properties in the cities of Round Rock & Hutto			$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$

Other Eligible Expenses: **Amount:** $

* $2,500.00

TOTAL AMOUNT: ~~$ 17,500~~ $

I certify that the above-recorded expenses were incurred while searching for replacement property for my business.

Name

Date: 8/9/22

* $2,500.00 Maximum set by law 49 CFR 24.301(g)(17)

Bill Jacaruso and Toni Jacaruso started searching for a replacement location once they were informed the County would be acquiring their property for the roadway expansion. They did the majority of their searching prior to the first offer of the parcel; they did this because they understood that because the acquisition was under the threat of condemnation that they would have no choice in the selling of the parcel and because the real estate market at that time was very unpredictable, they decided it was in the best interest of their business to locate a possible replacement location. Even though they were not eligible for relocation benefits prior to the first offer they did their searching in good faith that the County would be acquiring this parcel therefore they started searching for a replacement location to lessen the impact of their business once the acquisition was started.

This office recommends that the searching be paid.

CERTIFICATION OF ELIGIBILITY

Project: Southeast Loop Phase 2
Parcel: 28
Displacee: Jacaruso Enterprises

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☐ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

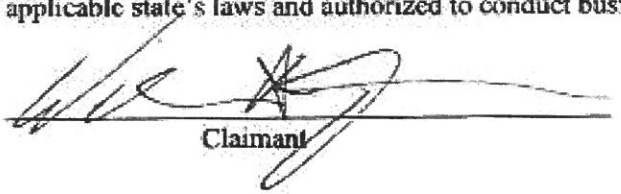
* If an Alien lawfully present in the United States, supporting documentation will be required.

_____ Date:
Claimant

_____ Date:
Claimant

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.


Claimant

Date: 7/15/22

Contact Notes

Project SE Loop
Parcel 28
Name Jacaruso Enterprises

Date	Comments
07-06-22	Call to Chris Clough (attorney for owner) to set up meeting to discuss relocation. Chris Clough 512-478-4995 clough@barronadler.com
07-11-22 07-15-22	Called Bill Jacaruso to set up meeting to discuss relocation entitlement for his business. Met with Bill Jacaruso discussed relocation eligibility. The house is used as a business office. Explained business eligibility, moving, NgSM, Searching, Reestablishment. Mr. Jacaruso said that his mother in law was a tenant on the small house. He said he would have her call me so I can set up a meeting to discuss her relocation benefits,
07-21-22 08-15-22	90 day letter sent to Jacaruso Enterprises. Called Bill Jacaruso to discuss move he said that he was getting estimates and send to me for review and approval.
09-15-22 10-05-22	Submitted move estimates. Bill Jacaruso called and said that move was completed. I told him I would prepare the claim documents for his signature.
11-11-22 11-17-22 11-22-22	Bill Jacaruso signed claim documents. Inspected that parcel was vacated. Sent claim to Sheets and Crossfield for review and approval and payment

Commissioners Court - Regular Session **56.**

Meeting Date: 12/06/2022

Sam Bass Rd. Relocation Claim

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on 1 claim for moving expenses related to the right of way acquisition on Sam Bass Road--Parcel 13. Funding Source: Road Bonds P462 Unit O19-Portillo

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:43 AM
Form Started By: Charlie Crossfield		Started On: 11/30/2022 03:23 PM
Final Approval Date: 12/01/2022		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Juliana Portillo	Parcel No: 13	County: Williamson
		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #0019**

2. Address of Property Acquired by Williamson County:
4700 Sam Bass Road
Round Rock, Texas 78681

Claimant's Telephone [redacted]
[redacted]1mp[redacted]illo@comcast[redacted]

3. Address Moved To:
3659 Spring Canyon Trl
Round Rock, TX

4. Occupancy of Property Acquired by Williamson County:
From (Date): 11/19 To (Date of Move): 11/20
☐ Owner/Occupant ☒ Tenant

5. Distance Moved: 3 Miles

7. Mover's Name and Address:
Self-Move based off approved fee schedule
COVERED TRAILER

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
Moving Expenses	$250.00
Total Amount	**$250.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Signature Claimant

Date of Claim: 3/24/22

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 250.00

11-21-2022
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Juliana Portillo
Tenant Personal Property Relocation Estimate			Unit Number 019
			Comments:
Type of Property		Buehler	
		cost per each	
			[redacted]8
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	[redacted]et
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Juliana Portillo

Unit/Space #: 19

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Juliana

Signature

Date: 3/24/22

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD
PARCEL 13
SAM BASS STORAGE
UNIT 19

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

TENANT ACKNOWLEDGEMENT:

[signature]	3/24/22
Signature	Date
Print Name	UNIT

Phone [redacted]

Email [redacted]

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 019

Name Juliana Portillo

Phone [redacted]8

Email [redacted]t

Date	Comments
07-23-2021 10-22-2021 03-02-2022	Letter notifying of project and move date and relocation eligibility. Email asking for response to July letter. Email stating, they have 18 months to file a claim.
03-02-2022 03-04-2022	Received email from Juliana Portillo asking about move benefits, I explained the project and relocation benefits for moving her covered trailer. I told her I would prepare claim forms and send to her. Prepared claim documents and sent to Ms. Portillo for signature.
03-28-22 11-03-22	Ms. Portillo returned signed claim documents but did not include the W-9. I sent her a email asking for the W-9 Ms. Portillo sent email saying she forgot to send W-9 and ask if it was to late for her to file a claim, It is within the 18 month time period. Sent her a W-9
11-21-22	Sent Ms. Portillo email following up on the forms. She send the needed W-9 Prepared the move claim and sent to Sheets and Crossfield for review, approval and payment.

Commissioners Court - Regular Session **57.**

Meeting Date: 12/06/2022

Bud Stockton Letter Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a letter agreement with Greg Danek for an electric utility easement needed on the Bud Stockton Rd. project (Parcel 6). Funding Source: Road Bonds P 307

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:44 AM
Form Started By: Charlie Crossfield		Started On: 11/30/2022 03:39 PM
Final Approval Date: 12/01/2022		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrrlaw.com

November 22, 2022

Via e-mail gregsdlcgs@gmail.com
Greg Danek
PO Box 446
FM 487
Jarrell, Texas 76537

Re: Williamson County, Texas and Bartlett Electric Cooperative, Inc. — Bud Stockton Loop Improvements

Dear Mr. Danek:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent electric utility easement to Williamson County, Texas and Bartlett Electric Cooperative, Inc. (collectively the "County") in and across portions of the property owned by Greg Danek ("Owner") as part of the County's proposed Bud Stockton Loop Improvements ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to County of a fully executed and acknowledged electric utility easement ("Easement") in and to approximately 450 square feet of land identified in Exhibit "A", such rights to be granted in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **$1,000** in cash or other good funds ("Purchase Price").

2. If requested by County, the Closing and completion of this transaction shall take place at Longhorn Title Company ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.

Upon completion of (1) the full execution of this Agreement by all parties, and (2) acknowledgment by the Title Company of delivery by County of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 15, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed improvement construction project of County.

To the extent allowed by law County, its agents and contractors agree to release, indemnify, and otherwise hold Owner harmless from any damages or other losses to owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by the Contract to expeditiously complete the Closing of the purchase transaction.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs

Don Childs
Sheets & Crossfield, PLLC

[signature pages follow]

AGREED:

Greg Danek

By: Gregory A Danek

Date: 11-22-22

ACCEPTED AND AGREED:

COUNTY OF WILLIAMSON, TEXAS

By:_____

Name:_____

Its:_____

Date:_____

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

ELECTRIC UTILITY EASEMENT
AND COVENANT OF ACCESS

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

That Gregory S. Danek, of Williamson County, Texas (hereinafter referred to as "Grantor," whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas electric cooperative corporation, whose mailing address is P. O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an Easement and right-of-way for above-ground facilities to include guy wires and guy anchorages of varying heights and/or depths ("Easement"), over, across, along and upon all that certain land in Williamson County, Texas (hereinafter referred to as "Grantor's Property") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Easement").

The Easement and its rights and privileges herein granted shall include the right of pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading guy wires and guy anchorages, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to provide electric utility service including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified. In exercising its ingress and egress rights under this instrument, the Cooperative shall use existing roads on Grantor's Property to the extent practicable, and otherwise the Cooperative shall use commercially reasonable efforts to exercise the rights granted in this paragraph in a manner that minimizes the Cooperative's interference with Grantor's use of Grantor's Property.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including, but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement that will violate

any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on Grantor's Property as well as all damages, if any, to Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the easement clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens:

_____

_____

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

_____ _____

Gregory S. Danek

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF_____ §

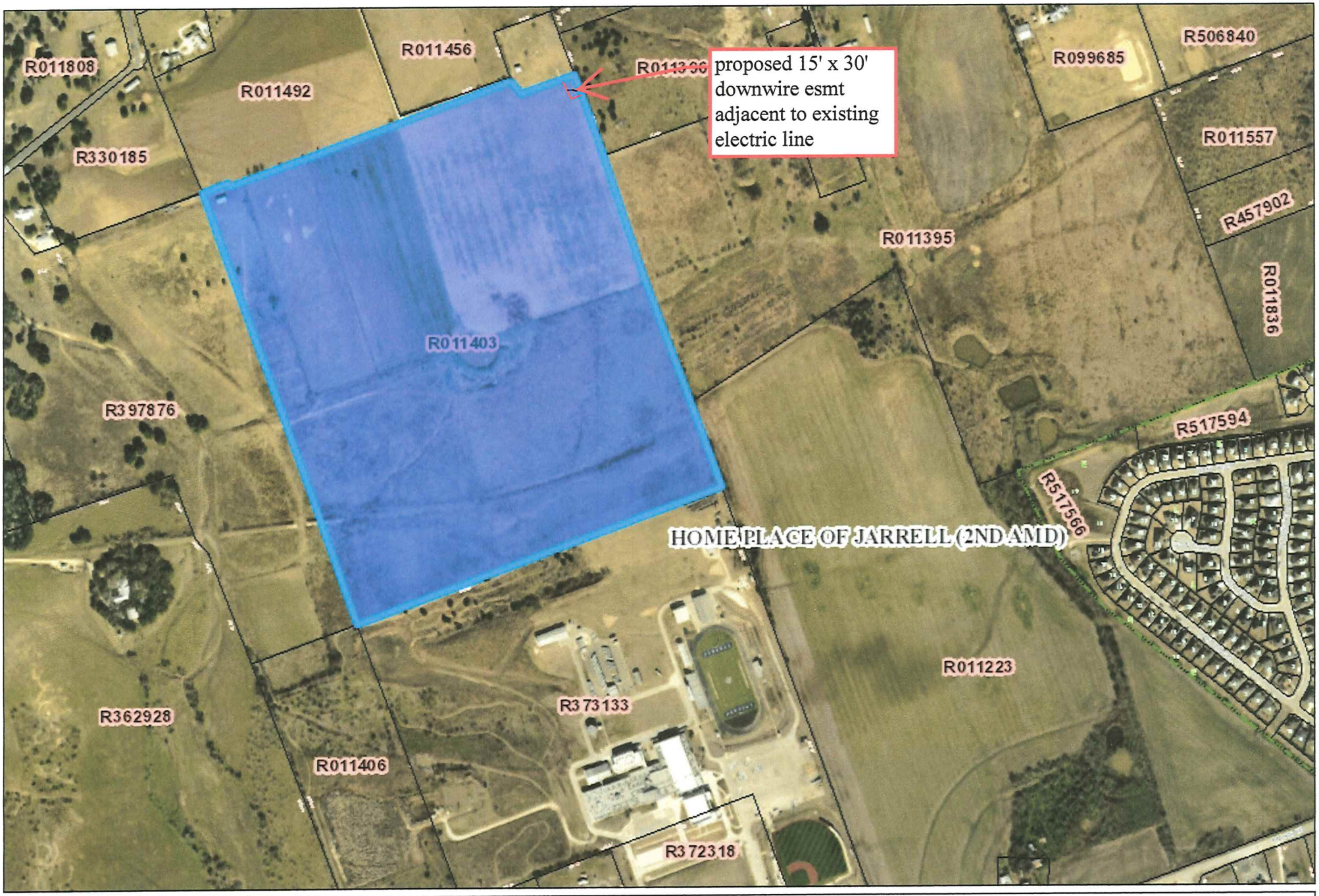
This instrument was acknowledged before me on the_____day of_____, 2022 by Gregory S. Danek, the person(s) named as Grantor(s) on the first page of this document.

_____

Notary Public, State of Texas

****

DO NOT WRITE BELOW THIS LINE RESERVED SPACE BELOW FOR RECORDING AT COUNTY



Greg Danek (R011403)
Web Print: 11/16/2022

0 752 1,505 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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Commissioners Court - Regular Session **58.**

Meeting Date: 12/06/2022

SE Loop Segment 2 Letter Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a letter agreement with Hwy 3349 Holdings, LLC for a drainage and temporary construction easement needed on the SE Loop Segment 2- (Parcel 39DE and 39TCE). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:45 AM
Form Started By: Charlie Crossfield		Started On: 11/30/2022 03:45 PM
Final Approval Date: 12/01/2022		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrrlaw.com

November 18, 2022

Hwy 3349 Holdings, LLC
13620 FM 620N, Bldg. B, Suite 150
Austin, Texas 78717

Re: Williamson County—Southeast Loop Segment 2
Parcel Nos.: 39DE, 39TCE

Dear Sirs:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of certain drainage and temporary construction easement interests in and across portions of the property owned by Hwy 3349 Holdings, LLC ("Owner") required as part of Williamson County's ("County") proposed Southeast Loop Segment 2 roadway improvements and related appurtenances and utility adjustments ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery of a fully executed and acknowledged drainage easement ("Easement") to County, free and clear of any monetary liens and encumbrances, in and across those two certain parcels of land totaling 0.622 acre (27,078 SF), and in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **$57,879.00** in good funds.

2. In return for Owner's delivery of a fully executed and acknowledged grading temporary construction easement ("Easement") to the County, free and clear of any monetary liens and encumbrances, in and across those two certain parcels of land totaling 0.245 acre (10,687 SF), and in the form as set out in Exhibit "B" attached hereto and incorporated herein, County shall pay Owner the sum of **$8,656.00** in good funds.

3. If requested by County, the Closing and completion of this transaction shall take place at Texas National Title Company ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County in completion of this transaction. County shall be responsible for all typical closing fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien consent or subordination required as a condition of the Closing.

4. This Agreement is being made, and the Easements are being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated below and return it to me, and we will have this approved and signed by the County and process this for Closing and payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs
Sheets & Crossfield, PLLC

AGREED:

HWY 3349 HOLDINGS, LLC,
a Delaware limited liability company

By: Lennar Homes of Texas Land and Construction, Ltd.,
a Texas limited partnership, its Manager

By: U.S. Home, LLC, a Delaware limited liability company (as successor-in-interest by conversion from U.S. Home Corporation, a Delaware corporation), its general partner

By: _____
Makenzie Coleman (Nov 22, 2022 17:49 CST)
Charlie Coleman, Vice President

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

EXHIBIT "A" FORM OF DRAINAGE EASEMENT
FOLLOWS

DRAINAGE EASEMENT
Southeast Loop (Segment 2)

THE STATE OF TEXAS '
' KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON '

That **HWY 3349 HOLDINGS, LLC, a Delaware limited liability company**, their 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, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

> All of those certain two tracts of land totaling 0.622 acre (27,078 square feet), more or less, being out of the Massillon Farley Survey, Section No. 25, Abstract No. 238, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 39DE P1-2**).

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" 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 which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

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 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.

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 drainage way and for making connections therewith.

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.

This grant is subject to any 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. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the _____day of _____, 2022.

[signature page follows]

HWY 3349 HOLDINGS, LLC,
a Delaware limited liability company

By: Lennar Homes of Texas Land and Construction, Ltd.,
a Texas limited partnership, its Manager

By: U.S. Home, LLC, a Delaware limited liability company (as successor-in-interest by conversion from U.S. Home Corporation, a Delaware corporation), its general partner

By: _____
Charlie Coleman, Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by _____, 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, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

JOINDER AND CONSENT OF LIENHOLDER TO DRAINAGE EASEMENT

FJL PARTNERS, LP, as the current holder and beneficiary under a Deed of Trust executed by Hwy 3349 Holdings, LLC to Richard Hamala, Esq., Trustee, recorded in Document No. 2022040582 (the "Grantor Security Document") of the Official Records of Williamson County, Texas that creates liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibit "A" ("Grantor Liens"), executes this Drainage Easement ("Easement") for the limited purpose of (i) consenting to the terms and conditions of the foregoing Easement and (ii) agreeing that the Grantor Security Documents and the Grantor Liens are and shall be subordinate and inferior to all of the easements, restrictions, terms and provisions of the Easement, so that no enforcement of the terms of the Grantor Security Documents shall amend, impair or otherwise affect the easements, restrictions, terms or provisions of said Easement.

FJL PARTNERS, LP

By:_____

Name:_____

Title:_____

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2022, by _____, the _____of FJL Partners, LP, known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and consideration recited herein.

_____

Notary Public in and for the State of Texas

EXHIBIT "A"

County: Williamson
Parcel No.: DE-39
Tax ID: R020843, R020881, & R020563
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

September 29, 2022

PROPERTY DESCRIPTION FOR DRAINAGE EASEMENT 39

PART 1- 0.088 AC. (3,817 SQ. FT.)

DESCRIPTION OF A 0.088 ACRE (3,817 SQ. FT.) EASEMENT LOCATED IN THE WILLIAM MULLEN SURVEY, SECTION NO. 28, ABSTRACT NO. 446, WILLIAMSON COUNTY, TEXAS AND IN THE J. KUYKENDALL SURVEY, SECTION NO. 8, ABSTRACT NO. 378, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A 69.333 ACRE TRACT OF LAND DESCRIBED IN A DEED TO HWY 3349 HOLDINGS LLC, RECORDED APRIL 1, 2022 IN DOCUMENT NO. 2022040581, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.088 ACRE (3,817 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 found 2,234.34 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 373+16.26 on the east line of said 69.333 acre tract, for the northwest corner of a called 96.742 acre tract of land, described in a deed to HWY 3349 Holdings LLC, recorded in Document No. 2021187894, O.P.R.W.C.TX., same being the southwest corner of a called 56.00 acre tract of land, described in a deed to Solidair Real Estate Investments LLC & Territorial Real Estate Investments LLC, recorded in Document No. 2021191178, O.P.R.W.C.TX.;

THENCE N 07°24'47" E, with the common line of said 56.00 acre tract and said 69.333 acre tract, a distance of 2,587.10 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S 386+62.99 on the proposed south right-of-way line of Southeast Loop, same being the west line of the remainder of a called 72.25 acre tract of land, described in a deed to Herbert Wayne Raesz and Wife, Karen D. Raesz, recorded in Volume 749, Page 932, Deed Records 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 69.333 acre tract and said 72.25 acre tract, over and across said 69.333 acre tract, the following two (2) courses and distances numbered 1-2:

1) With said curve to the right, an arc distance of 74.46 feet, through a delta 00°45'57", having a radius of 5,570.00 feet, and a chord that bears S 51°10'34" W, a distance of 74.46 feet to a calculated point 270.00 feet right of Southeast Loop E.C.S 385+51.40, for the southwest corner of the easement described herein, and

2) N 38°26'28" W, a distance of 40.00 feet to a calculated point 230.00 feet right of Southeast Loop E.C.S 385+51.40 on the proposed south right-of-way line of Southeast Loop, for the northwest corner of the easement described herein, said point being the beginning of a curve to the left;

3) **THENCE** with the proposed south right-of-way line of said Southeast Loop and said curve to the left, over and across said 69.333 acre tract, an arc distance of 116.43 feet, through a delta 01°12'23", having a radius of 5,530.00 feet, and a chord that bears N 50°57'21" E, a distance of 116.43 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S 386+62.99 on the common line of said 69.333 acre tract and said remainder of a called 72.25 acre tract, for the northeast corner of the easement described herein;

4) **THENCE** S 07°24'47" W, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said 69.333 acre tract and said remainder of a called 72.25 acre tract, a distance of 58.48 feet to the **POINT OF BEGINNING**, and containing 0.088 acres (3,817 sq. ft.) of land, more or less.

PART 2- 0.534 AC. (23,261 SQ. FT.)

DESCRIPTION OF A 0.534 ACRE (23,241 SQ. FT.) EASEMENT LOCATED IN THE MASSILLON FARLEY SURVEY, SECTION NO. 25, ABSTRACT NO. 238, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THE REMAINDER OF A 72.092 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO HWY 3349 HOLDINGS LLC, RECORDED APRIL 1, 2022 IN DOCUMENT NO. 2022040581 (O.P.R.W.C.TX.); SAID 0.534 ACRE (23,241 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 yellow plastic cap stamped "PAPE DAWSON" found 4,466.47 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 338+44.48 on the east line of a called 59.50 acre tract of land, described in a deed to Roy Lessner and Mary Wynette Lessner as Trustees of the Roy Lessner and Mary Wynette Lessner Trust, recorded in Document No. 2018049538, O.P.R.W.C.TX., for the northwest corner of a called 55.847 acre tract of land, described in a deed to Isaac W. Norman, recorded in Volume 2052, Page 828, Official Records of Williamson County, Texas (O.R.W.C.TX.), same being the southwest corner of said 72.092 acre tract;

THENCE N 07°47'00" E, with the common line of said 59.50 acre tract and said 72.092 acre tract, a distance of 4,217.57 feet to a calculated point on the east line of a called 63.6 acre tract of land, described in a deed to Mart S. Krueger, recorded in Volume 2551, Page 599, O.R.W.C.TX. (Surface Coordinates: N=10,163,426.76, E=3,188,059.40) 537.26 feet right of Southeast Loop E.C.S 353+77.19, for the southwest corner and the **POINT OF BEGINNING** of the easement described herein;

1) **THENCE** N 07°47'00" E, with the common line of said 72.092 acre tract and said 63.6 acre tract, a distance of 297.61 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 260.00 feet right of Southeast Loop E.C.S 354+85.34 on the proposed south right-of-way line of Southeast Loop, for the northwest corner of the easement described herein;

2) **THENCE** N 76°28'25" E, departing the common line of said 72.092 acre tract and said 63.6 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said 72.092 acre tract, a distance of 79.98 feet to a calculated point 260.00 feet right of Southeast Loop E.C.S 355+65.32, for the northeast corner of the easement described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: DE-39
Tax ID: R020843, R020881, & R020563
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

September 29, 2022

THENCE departing the proposed south right-of-way line of said Southeast Loop, over and across said 72.092 acre tract, the following two (2) courses and distances numbered 3-4:

3) S 07°48'09" W, a distance of 326.70 feet to a calculated point 564.32 feet right of Southeast Loop E.C.S 354+46.49, for the southeast corner of the easement described herein, and

4) N 82°11'51" W, a distance of 74.40 feet to the **POINT OF BEGINNING**, and containing 0.534 acres (23,241 sq. ft.) of land, more or less.

Part 1 0.088 ac.
Part 2 0.534 ac.
Total 0.622 ac.

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 §

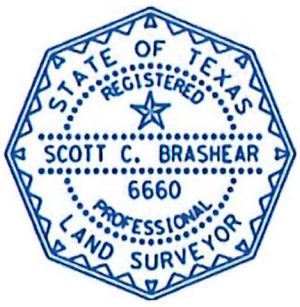
That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 9/29/2022

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

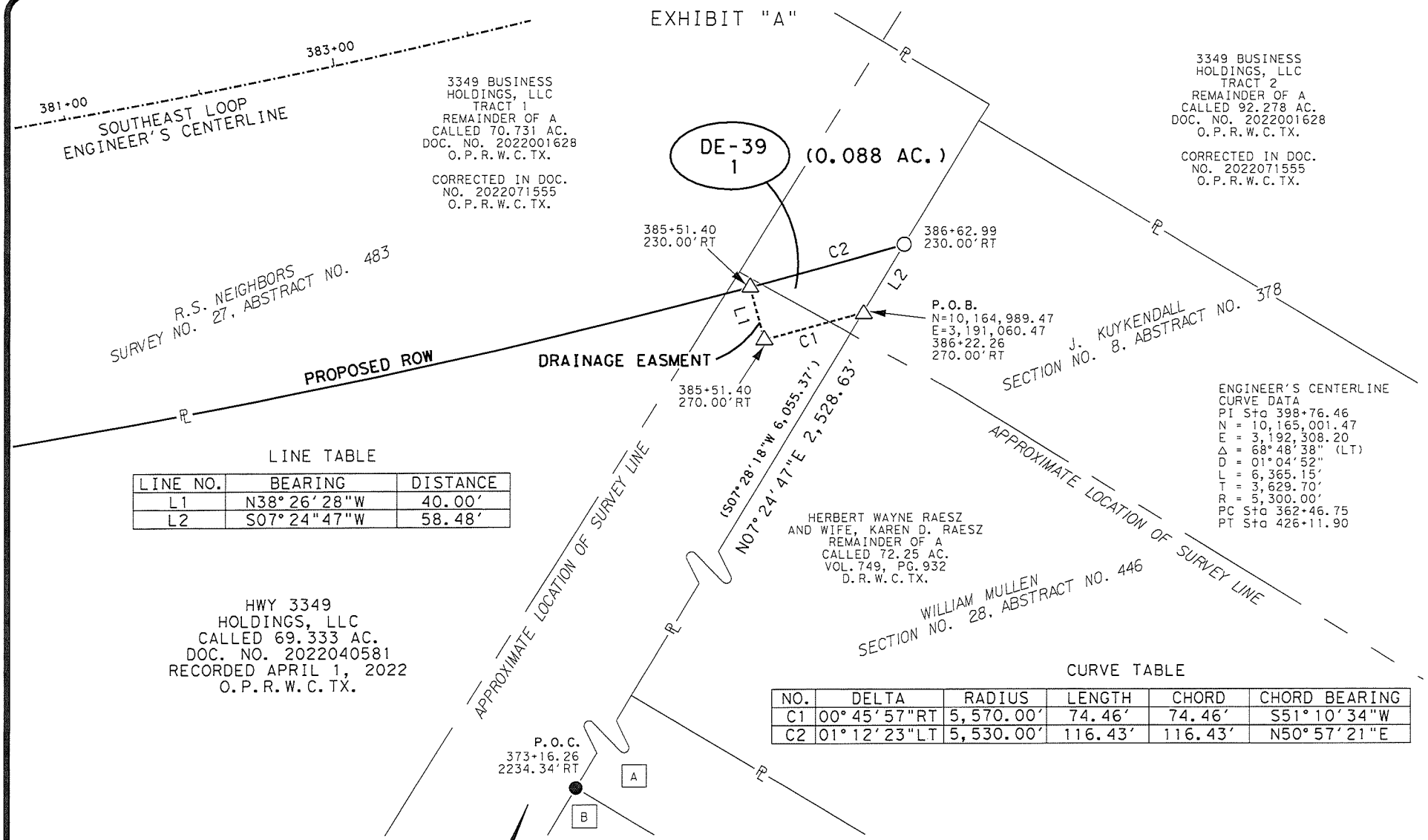
SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



FN 49062

SAM Job No. 61125

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N38°26'28"W	40.00'
L2	S07°24"47"W	58.48'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°45'57"RT	5,570.00'	74.46'	74.46'	S51°10'34"W
C2	01°12'23"LT	5,530.00'	116.43'	116.43'	N50°57'21"E

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 49062

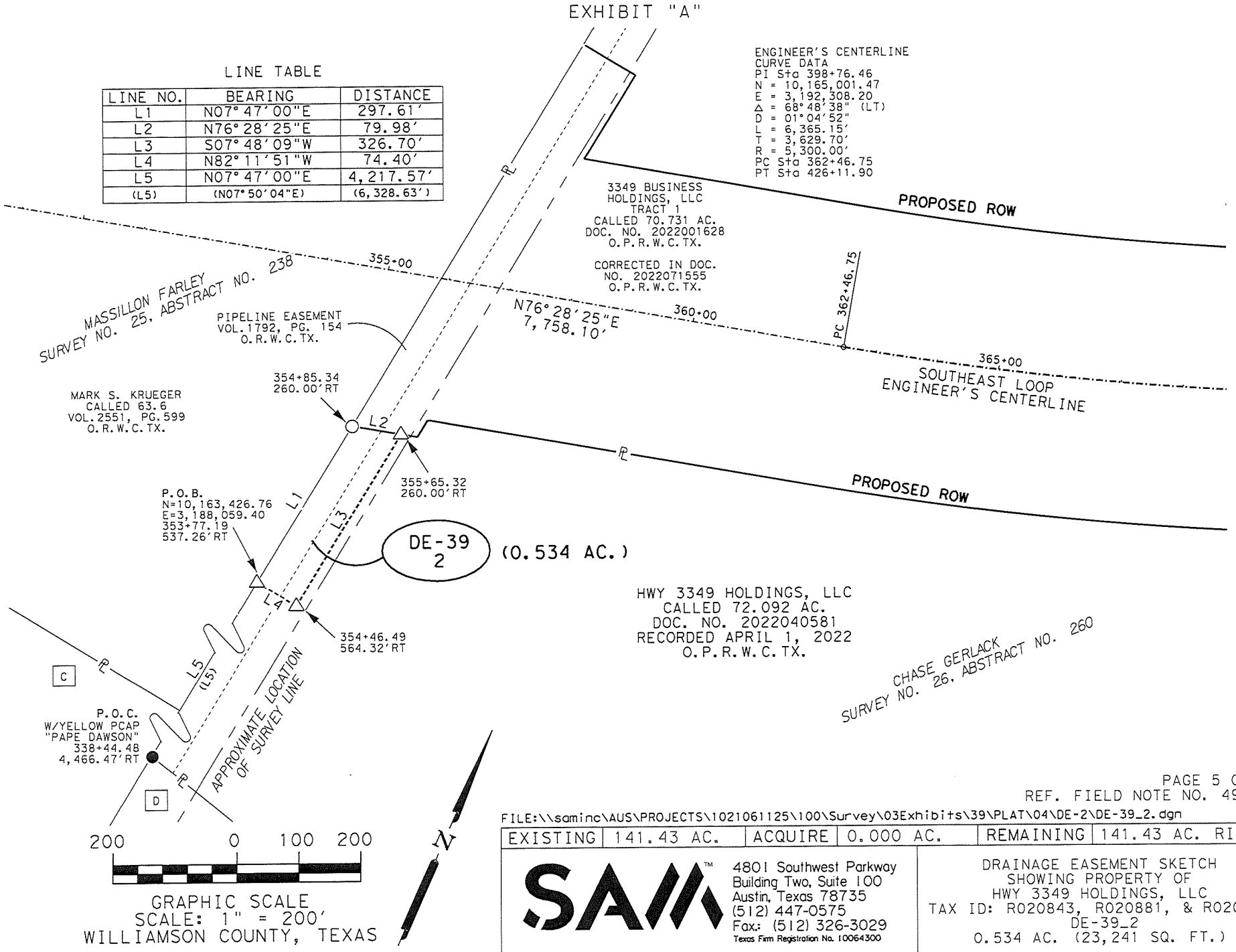
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\39\PLAT\03\DE-1\DE-39_1.dgn

EXISTING	*141.43 AC.	ACQUIRE	0.000 AC.	REMAINING	141.43 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

DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
HWY 3349 HOLDINGS, LLC
TAX ID: R020843, R020881, & R020563
DE-39_1
0.088 AC. (3,817 SQ. FT.)

EXHIBIT "A"



REF. FIELD NOTE NO. 49086

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\39\PLAT\04\DE-2\DE-39_2.dgn

EXISTING	141.43 AC.	ACQUIRE	0.000 AC.	REMAINING	141.43 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

DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
HWY 3349 HOLDINGS, LLC
TAX ID: R020843, R020881, & R020563
DE-39_2
0.534 AC. (23,241 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-161546, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 22, 2022, AND ISSUED DATE JUNE 30, 2022.

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.):

1. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 283, PAGE 26, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY SUPPLEMENTAL EASEMENT RECORDED IN DOCUMENT NO. 2011072901, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

2. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 367, PAGE 462, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 376, PAGE 433, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING BY AND THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 384, PAGE 621, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

5. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 410, PAGE 601, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. A PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 582, PAGE 106, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

7. AN ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY OF TEXAS AS DESCRIBED IN VOLUME 608, PAGE 210, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

8. A PIPELINE AND APPURTENANCES EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY AS DESCRIBED IN VOLUME 832, PAGE 116, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

9. A WATER PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 1138, PAGE 559, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

10. A PIPELINE AND APPURTENANCES EASEMENT GRANTED TO KOCH REFINING COMPANY AS DESCRIBED IN VOLUME 1792, PAGE 154, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

11. A WATER DISTRIBUTION LINES AND APPURTENANCES EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018112441, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

12. 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.

13. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

14. SUBJECT TO A STATED INTEREST IN THE OIL, GAS, AND OTHER MINERALS IN, ON, OR UNDER THE SUBJECT PROPERTY, AS CONVEYED IN AN INSTRUMENT OF RECORD IN DOCUMENT NO. 2022040581, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO, IF APPLICABLE)

TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

15. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EASEMENTS AND RIGHTS OF WAY ACQUIRED BY CONDEMNATION IN CAUSE NO.92-275-C368 IN THE 368TH DISTRICT COURT OF WILLIAMSON COUNTY, TEXAS, STYLED SEMINOLE PIPELINE COMPANY, PLAINTIFF VS. EDNA WERCHAN AND EMZY BOEHM, DEFENDANTS OF RECORD IN VOLUME 2507, PAGE 187, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. AMENDMENT TO EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN DOCUMENT NO. 2019013650, OFFICIAL PUBLIC, RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO, IF APPLICABLE)

16. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EASEMENTS AND RIGHTS OF WAY ACQUIRED BY CONDEMNATION IN CAUSE NO. 92-252-C368 IN THE 368TH DISTRICT COURT OF WILLIAMSON COUNTY, TEXAS, STYLED SEMINOLE PIPELINE COMPANY, PLAINTIFF VS. EDNA WERCHAN AND EMZY BOEHM, DEFENDANTS, AND BEING FURTHER AFFECTED BY AMENDMENT RECORDED IN DOCUMENT NO. 2019013651, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO, IF APPLICABLE)

17. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2015079039, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

18. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017022662, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY MEMORANDUM OF MERGER RECORDED IN DOCUMENT NO. 2020082921, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (DOES NOT AFFECT)

19. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

20. 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.)

21. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

22. THE POLICY TO BE ISSUED DOES NOT GUARANTEE THAT THE SUBJECT PROPERTY HAS RIGHTS OF INGRESS AND EGRESS TO AND FROM A DEDICATED ROADWAY.

REF. FIELD NOTE NO. 49062

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\39\PLAT\04\DE-1\DE-39_1.dgn

EXISTING	*141.43 AC.	ACQUIRE	0.000 AC.	REMAINING	141.43 AC. RIGHT

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Fax: (512) 326-3029
Texas Firm Registration No. 10064300

DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
HWY 3349 HOLDINGS, LLC
TAX ID: R020843, R020881, & R020563
DE-39_1 & DE-39_2
0.622 AC. (27,058 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—∿—	DISTANCE NOT TO SCALE
——\/——	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"

[A]

SOLIDAIR REAL ESTATE INVESTMENTS LLC & TERRITORIAL REAL ESTATE INVESTMENTS LLC
CALLED 56.00 AC.
DOC. NO. 2021191178
O.P.R.W.C.TX.

[B]

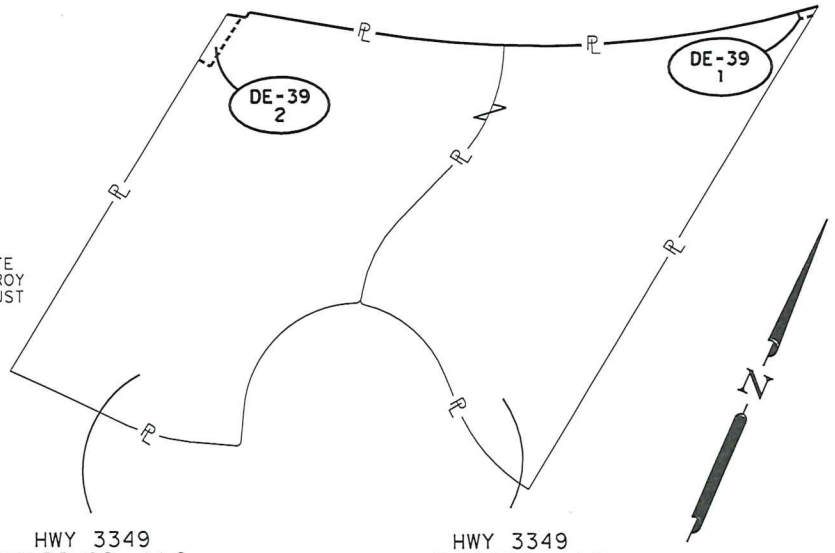
HWY 3349 HOLDINGS LLC
CALLED 96.742 AC.
DOC. NO. 2021187894
O.P.R.W.C.TX.

[C]

ROY LESSNER AND MARY WYNETTE LESSNER AS TRUSTEES OF THE ROY AND MARY WYNETTE LESSNER TRUST
CALLED 59.50 AC.
DOC. NO. 2018049538
O.P.R.W.C.TX.

[D]

ISAAC W. NORMAN
CALLED 55.847 AC.
VOL. 2052, PG. 828
O.R.W.C.TX.



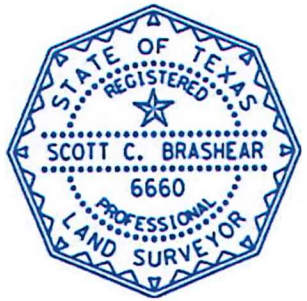
HWY 3349
HOLDINGS, LLC
CALLED 72.092 AC.
RECORDED APRIL 1, 2022
DOC. NO. 2022040581
O.P.R.W.C.TX.

HWY 3349
HOLDINGS, LLC
CALLED 69.333 AC.
RECORDED APRIL 1, 2022
DOC. NO. 2022040581
O.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 1.00012352. 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 WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-161546, EFFECTIVE DATE JUNE 22, 2022, AND ISSUED DATE JUNE 30, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
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.

* AREA CALCULATED BY SAM, LLC.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. .

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

9/29/2022

DATE

REF. FIELD NOTE NO. 49062

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\39\PLAT\03\DE-1\DE-39_1.dgn

EXISTING	*141.43 AC.	ACQUIRE	0.000 AC.	REMAINING	141.43 AC. RIGHT

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DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
HWY 3349 HOLDINGS, LLC
TAX ID: R020843, R020881, & R020563
DE-39_1 & DE-39_2
0.622 AC. (27,058 SQ. FT.)

EXHIBIT "B" FORM OF GRADING TEMPORARY CONSTRUCTION EASEMENT FOLLOWS

GRADING TEMPORARY CONSTRUCTION EASEMENT

Southeast Loop (Segment 2)

KNOW ALL PERSONS BY THESE PRESENTS:

That **HWY 3349 HOLDINGS, LLC, a Delaware limited liability company** (hereafter referred to as "Grantor"), whether one or more, in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to **WILLIAMSON COUNTY, TEXAS**, its agents, contractors, successors and assigns (referred to as "Grantee"), a temporary construction easement for the purpose of installing, removing, shaping, constructing and/or reconstructing earthen, vegetative or related materials for side slope and lateral support surface grading, erosion control, and revegetation adjacent to the proposed roadway facilities and appurtenances and improvements within the adjacent right of way owned or possessed by Grantee ("Project"), in, along, upon and across the property described in Exhibit "A" ("the Property") as necessary to carry out the purposes of this easement. The construction, reconstruction and/or removal of any material or other improvements or modifications on the Property shall be in the location of, subject to, and shall substantially comply with any notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached hereto as Exhibit "B" and incorporated herein.

The parties agree further as follows:

Following completion of work within the temporary construction easement area Property, Grantee shall at its expense and within ninety (90) days of completion of the work restore any portion of the Property injured or damaged by Grantee's use of the Property and activities thereon, including specifically erosion control, landscaping, irrigation, parking, pavement, or vegetation, as closely as possible to substantially the same condition or better than existed immediately previous to Grantee's entry upon the Property, or otherwise in compliance with the specifications as set out on the plans in Exhibit "B" or other applicable Williamson County Project manual erosion control or vegetative replacement requirements, taking into consideration the use and purposes to which the Property is to be put.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area, if any, shall fully revert to Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the earlier of (a) the expiration of thirty-six (36) months after the date of written Notice to Proceed to Grantee's contractors to begin construction of the Project, (b) on the date of completion of construction of the Project, or (c) on December 31, 2027.

Grantee shall be allowed to extend the duration of the Temporary Construction Easement identified herein for up to three (3) additional and consecutive thirty (30) day periods upon (1) notification to Grantor in writing of the requested extension period, and (2) tendering the sum of $_____ for each additional extension period used.

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 in the course of their employment.

At no time during the grant of this easement shall Grantor be denied reasonable driveway or other ingress and egress to its remaining property for the purposes to which the parent tract is currently being put, unless there is an agreement between Grantor and Grantee to do so in advance.

This conveyance is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective the _____ day of _____ , 2022.

[signature page follows]

GRANTOR:

HWY 3349 HOLDINGS, LLC,
a Delaware limited liability company

By:_____

Name:_____

Its:_____

Acknowledgment

State of Texas §
§
County of _____ §

This instrument was acknowledged before me on this the ____ day of _____ _____, 2022 by _____, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

ACCEPTED AND AGREED BY GRANTEE:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Acknowledgment

State of Texas §
§
County of Williamson §

This instrument was acknowledged before me on this the ____ day of _____ _____, 2022 by 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, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "A"

County: Williamson
Parcel No.: TCE-39
Tax ID: R020843, R020881, & R020563
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

PROPERTY DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT 39

Part 1- 0.201 ac. (8,752 sq. ft.)

DESCRIPTION OF A 0.201 ACRE (8, 752 SQ. FT.) TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE WILLIAM MULLEN SURVEY, SECTION NO. 28, ABSTRACT NO. 446, WILLIAMSON COUNTY, TEXAS AND IN THE R.S. NEIGHBORS SURVEY, SECTION NO. 27, ABSTRACT NO. 483, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 69.333 ACRE TRACT OF LAND DESCRIBED IN A DEED TO HWY 3349 HOLDINGS LLC, RECORDED APRIL 1, 2022 IN DOCUMENT NO. 2022040581, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.201 ACRE (8,752 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 found 2,234.34 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 373+16.26 on the east line of said 69.333 acre tract, for the northwest corner of a called 96.742 acre tract of land, described in a deed to HWY 3349 Holdings LLC, recorded in Document No. 2021187894, O.P.R.W.C.TX., same being the southwest corner of a called 56.00 acre tract of land, described in a deed to Solidair Real Estate Investments LLC & Territorial Real Estate Investments LLC, recorded in Document No. 2021191178, O.P.R.W.C.TX.;

THENCE N 07°24'47" E, with the common line of said 56.00 acre tract, and the east line of said 69.333 acre tract, a distance of 2,587.10 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S 386+62.99 on the proposed south right-of-way line of Southeast Loop, same being the west line of the remainder of a called 72.25 acre tract of land, described in a deed to Herbert Wayne Raesz and Wife, Karen D. Raesz, recorded in Volume 749, Page 932, Deed Records 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 remainder of a called 72.25 acre tract and said 69.333 acre tract, with the proposed south right-of-way line of said Southeast Loop and said curve to the right, over and across said 69.333 acre tract, an arc distance of 116.43 feet, through a delta 01°12'23", having a radius of 5,530.00 feet, and a chord that bears S 50°57'21" W, a distance of 116.43 to a calculated point (Surface Coordinates: N=10,164,974.12, E=3,190,977.59) 230.00 feet right of Southeast Loop E.C.S 385+51.40, for the northeast corner and the **POINT OF BEGINNING** of the easement described herein;

THENCE departing the proposed south right-of-way line of said Southeast Loop, over and across said 69.333 acre tract, the following four (4) courses and distances numbered 1-4:

1) S 38°26'28" E, a distance of 40.00 feet to a calculated point 270.00 feet right of Southeast Loop E.C.S 385+51.40, for the southeast corner of the easement described herein,

2) N 83°26'28" W, a distance of 42.54 feet to a calculated point 240.00 feet right of Southeast Loop E.C.S 385+22.62, said point being the beginning of a curve to the right,

3) With said curve to the right, an arc distance of 795.88 feet, through a delta 08°13'52", having a radius of 5,540.00 feet, and a chord that bears S 55°59'09" W, a distance of 795.20 feet to a calculated point 240.00 feet right of Southeast Loop E.C.S 377+61.22, for the southwest corner of the easement described herein, and

4) N 74°53'55" W, a distance of 14.15 feet to a calculated point 230.00 feet right of Southeast Loop E.C.S 377+51.63 on the proposed south right-of-way line of Southeast Loop, for the northwest corner of the easement described herein, said point being the beginning of a curve to the left;

5) **THENCE** with the proposed south right-of-way line of said Southeast Loop and said curve to the left, over and across said 69.333 acre tract, an arc distance of 834.48 feet, through a delta 08°38'46", having a radius of 5,530.00 feet, and a chord that bears N 55°52'55" E, a distance of 833.69 feet to the **POINT OF BEGINNING**, and containing 0.201 acres (8,752 sq. ft.) of land, more or less.

Part 2- 0.044 ac. (1,935 sq. ft.)

DESCRIPTION OF A 0.044 ACRE (1,935 SQ. FT.) TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE CHASE GERLACK SURVEY, SECTION NO. 26, ABSTRACT NO. 260, WILLIAMSON COUNTY, TEXAS AND IN THE R.S. NEIGHBORS SURVEY, SECTION NO. 27, ABSTRACT NO. 483, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 72.092 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO HWY 3349 HOLDINGS LLC, RECORDED APRIL 1, 2022 IN DOCUMENT NO. 2022040581 (O.P.R.W.C.TX.), ALSO BEING A PORTION OF A 69.333 ACRE TRACT OF LAND DESCRIBED IN A DEED TO HWY 3349 HOLDINGS LLC, RECORDED APRIL 1, 2022 IN DOCUMENT NO. 2022040581 (O.P.R.W.C.TX.); SAID 0.044 ACRE (1,935 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 found 2,234.34 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 373+16.26 on the east line of said 69.333 acre tract of land, for the northwest corner of a called 96.742 acre tract of land, described in a deed to HWY 3349 Holdings LLC, recorded in Document No. 2021187894, O.P.R.W.C.TX., same being the southwest corner of a called 56.00 acre tract of land, described in a deed to Solidair Real Estate Investments LLC & Territorial Real Estate Investments LLC, recorded in Document No. 2021191178, O.P.R.W.C.TX.;

THENCE N 07°24'47" E, with the common line of said 56.00 acre tract and the east line of said 69.333 acre tract, a distance of 2,587.10 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S 386+62.99 on the proposed south right-of-way line of Southeast Loop, same being the west line of the remainder of a called 72.25 acre tract of land, described in a deed to Herbert Wayne Raesz and Wife, Karen D. Raesz, recorded in Volume 749, Page 932, Deed Records 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 remainder of a called 72.25 acre tract and said 69.333 acre tract, with the proposed south right-of-way line of said Southeast Loop and said curve to the right, over and across said 69.333 acre tract, an arc distance of 1,599.50 feet, through a delta 16°34'20", having a radius of 5,530.00 feet, and a chord that bears S 58°38'20" W, a distance of 1,593.93 to a calculated point (Surface Coordinates: N=10,164,217.93, E=3,189,706.95) 230.00 feet right of Southeast Loop E.C.S 371+30.02, for the northeast corner and the **POINT OF BEGINNING** of the easement described herein;

THENCE departing the proposed south right-of-way line of said Southeast Loop, over and across said 69.333 acre tract and said 72.092 acre tract, the following three (3) courses and distances numbered 1-3:

1) S 21°58'36" W, a distance of 7.07 feet to a calculated point 235.00 feet right of Southeast Loop E.C.S 371+25.22, for the southeast corner of the easement described herein, said point being the beginning of a curve to the right,

2) With said curve to the right, an arc distance of 382.42 feet, through a delta 03°57'31", having a radius of 5,535.00 feet, and a chord that bears S 68°57'22" W, a distance of 382.34 feet to a calculated point 235.00 feet right of Southeast Loop E.C.S 367+59.04, for the southwest corner of the easement described herein, and

3) N 64°03'53" W, a distance of 7.07 feet to a calculated point 230.00 feet right of Southeast Loop E.C.S 367+54.25 on the proposed south right-of-way line of Southeast Loop, for the northwest corner of the easement described herein, said point being the beginning of a curve to the left;

THIS SPACE INTENTIONALLLY LEFT BLANK

EXHIBIT "A"

County: Williamson
Parcel No.: TCE-39
Tax ID: R020843, R020881, & R020563
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

4) **THENCE** with the proposed south right-of-way line of said Southeast Loop and said curve to the left, over and across said 69.333 acre tract and said 72.092 acre tract, an arc distance of 392.08 feet, through a delta 04°03'44", having a radius of 5,530.00 feet, and a chord that bears N 68°57'22" E, a distance of 392.00 feet to the **POINT OF BEGINNING**, and containing 0.044 acres (1,935 sq. ft.) of land, more or less.

Part 1 0.201 ac. (8,752 sq. ft.)
Part 2 0.044 ac. (1,935 sq. ft.)
Total 0.245 ac. (10,687 sq. ft.)

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 §

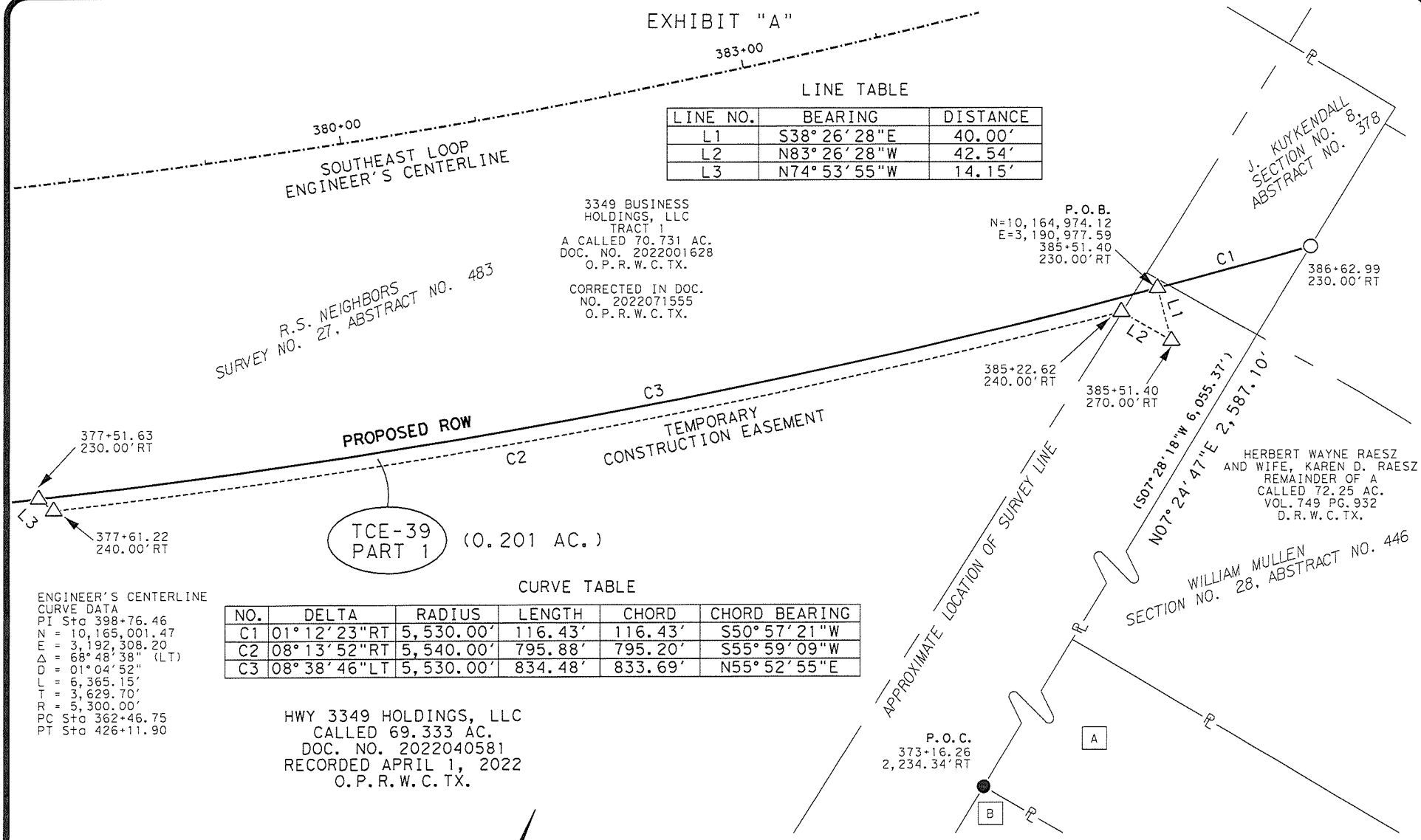
That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 9/29/22
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S38°26'28"E	40.00'
L2	N83°26'28"W	42.54'
L3	N74°53'55"W	14.15'

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 398+76.46
N = 10,165,001.47
E = 3,192,308.20
Δ = 68°48'38" (LT)
D = 01°04'52"
L = 6,365.15'
T = 3,629.70'
R = 5,300.00'
PC Sta 362+46.75
PT Sta 426+11.90

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01°12'23"RT	5,530.00'	116.43'	116.43'	S50°57'21"W
C2	08°13'52"RT	5,540.00'	795.88'	795.20'	S55°59'09"W
C3	08°38'46"LT	5,530.00'	834.48'	833.69'	N55°52'55"E

HWY 3349 HOLDINGS, LLC
CALLED 69.333 AC.
DOC. NO. 2022040581
RECORDED APRIL 1, 2022
O.P.R.W.C.TX.

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

N

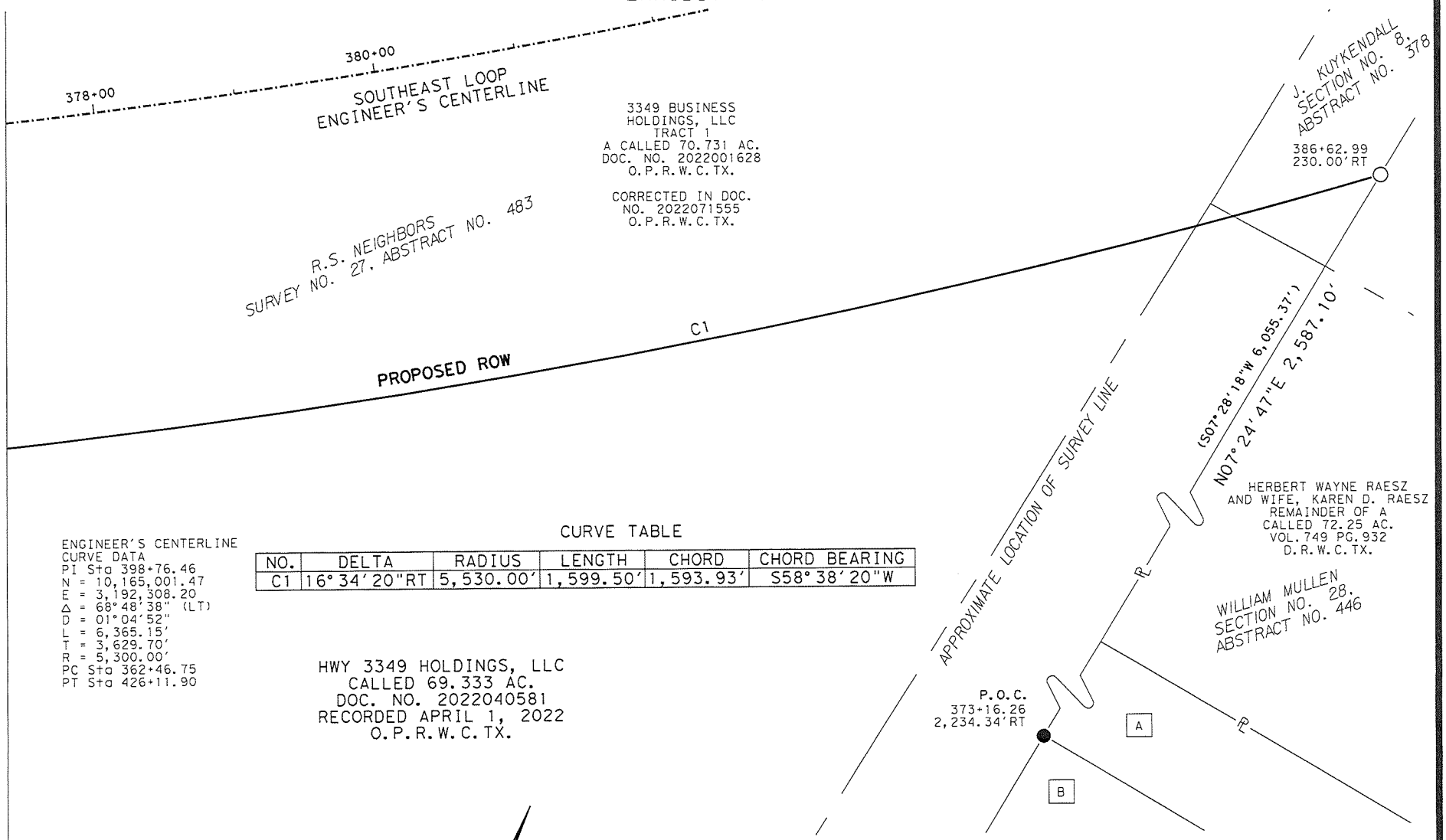
REF. FIELD NOTE NO. 49060
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\39_TCE\PLAT\02\TCE-39_1\TCE-39_1.dgn

EXISTING	141.43 AC.	ACQUIRE	0.000 AC.	REMAINING	141.43 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

TEMPORARY CONSTRUCTION
EASEMENT SKETCH
SHOWING PROPERTY OF
HWY 3349 HOLDINGS, LLC
TAX ID: R020843, R020881, & R020563
TCE-39 PART 1
0.201 AC. (8,752 SQ. FT.)

EXHIBIT "A"



MATCH SHEET 7 OUT OF 9

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 398+76.46
N = 10,165,001.47
E = 3,192,308.20
Δ = 68°48'38" (LT)
D = 01°04'52"
L = 6,365.15'
T = 3,629.70'
R = 5,300.00'
PC Sta 362+46.75
PT Sta 426+11.90

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	16°34'20"RT	5,530.00'	1,599.50'	1,593.93'	S58°38'20"W

HWY 3349 HOLDINGS, LLC
CALLED 69.333 AC.
DOC. NO. 2022040581
RECORDED APRIL 1, 2022
O.P.R.W.C.TX.

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

N

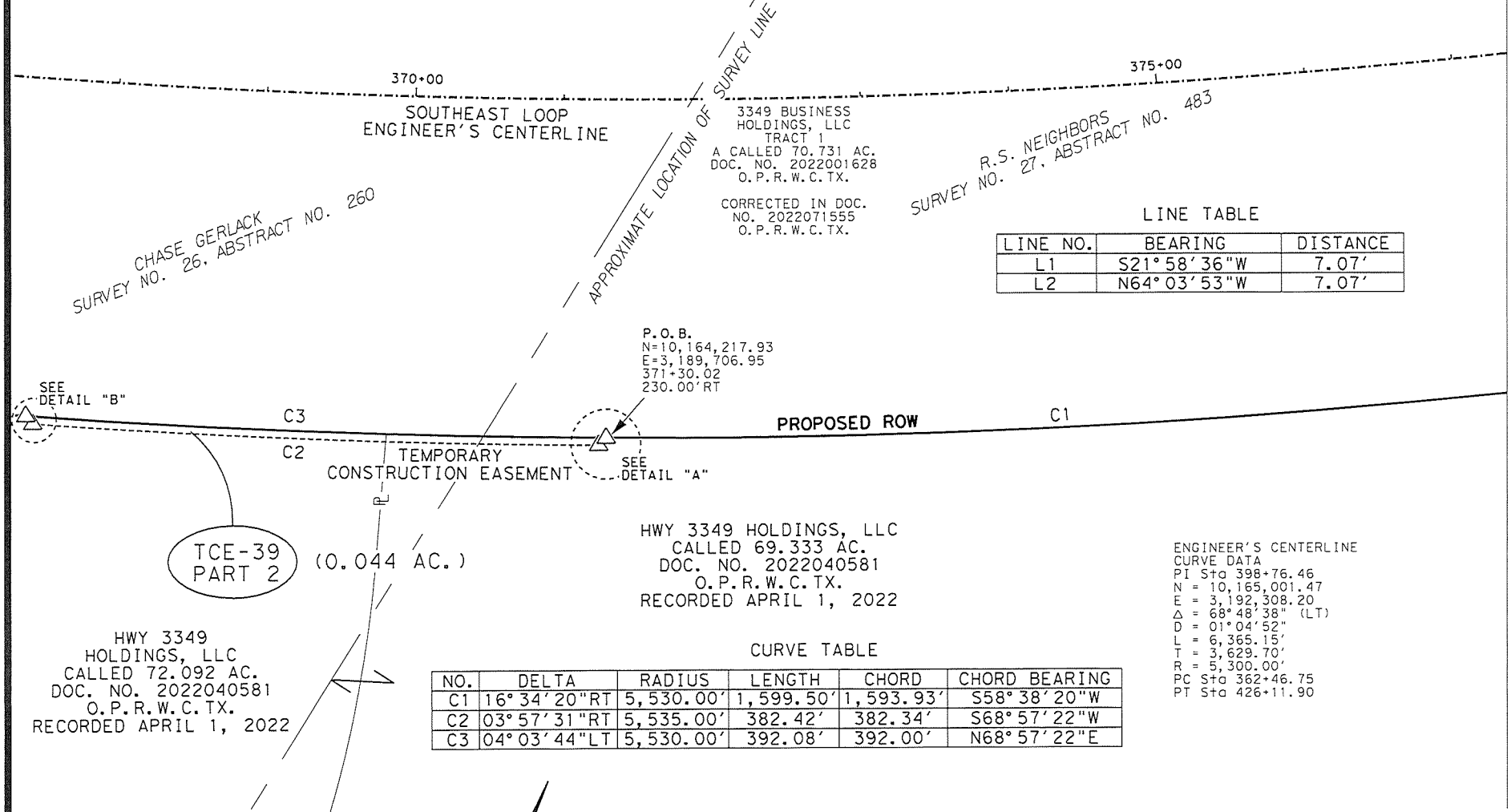
REF. FIELD NOTE NO. 49060
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\39_TCE\PLAT\02\TCE-39_2\TCE-39_2.dgn

EXISTING	141.43 AC.	ACQUIRE	0.000 AC.	REMAINING	141.43 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

TEMPORARY CONSTRUCTION
EASEMENT SKETCH
SHOWING PROPERTY OF
HWY 3349 HOLDINGS, LLC
TAX ID: R020843, R020881, & R020563
TCE-39 PART 2
0.044 AC. (1,935 SQ. FT.)

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S21°58'36"W	7.07'
L2	N64°03'53"W	7.07'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	16°34'20"RT	5,530.00'	1,599.50'	1,593.93'	S58°38'20"W
C2	03°57'31"RT	5,535.00'	382.42'	382.34'	S68°57'22"W
C3	04°03'44"LT	5,530.00'	392.08'	392.00'	N68°57'22"E

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 398+76.46
N = 10,165,001.47
E = 3,192,308.20
Δ = 68°48'38" (LT)
D = 01°04'52"
L = 6,365.15'
T = 3,629.70'
R = 5,300.00'
PC Sta 362+46.75
PT Sta 426+11.90

MATCH SHEET 6 OUT OF 9

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 49060
FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\39_TCE\PLAT\02\TCE-39_2\TCE-39_2_2.dgn

EXISTING	141.43 AC.	ACQUIRE	0.000 AC.	REMAINING	141.43 AC. RIGHT

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Texas Firm Registration No. 10064300

TEMPORARY CONSTRUCTION EASEMENT SKETCH
SHOWING PROPERTY OF
HWY 3349 HOLDINGS, LLC
TAX ID: R020843, R020881, & R020563
TCE-39 PART 2
0.044 AC. (1,935 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-161546, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 22, 2022, AND ISSUED DATE JUNE 30, 2022.

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.):

1. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 283, PAGE 26, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY SUPPLEMENTAL EASEMENT RECORDED IN DOCUMENT NO. 2011072901, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

2. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 367, PAGE 462, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 376, PAGE 433, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING BY AND THROUGH THE STATE HIGHWAY COMMISSION AS DESCRIBED IN VOLUME 384, PAGE 621, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

5. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 410, PAGE 601, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. A PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 582, PAGE 106, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

7. AN ELECTRIC DISTRIBUTION LINE AND TELEPHONE LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY OF TEXAS AS DESCRIBED IN VOLUME 608, PAGE 210, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

8. A PIPELINE AND APPURTENANCES EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY AS DESCRIBED IN VOLUME 832, PAGE 116, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

9. A WATER PIPELINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 1138, PAGE 559, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

10. A PIPELINE AND APPURTENANCES EASEMENT GRANTED TO KOCH REFINING COMPANY AS DESCRIBED IN VOLUME 1792, PAGE 154, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

11. A WATER DISTRIBUTION LINES AND APPURTENANCES EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018112441, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

12. 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.

13. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

14. SUBJECT TO A STATED INTEREST IN THE OIL, GAS, AND OTHER MINERALS IN, ON, OR UNDER THE SUBJECT PROPERTY, AS CONVEYED IN AN INSTRUMENT OF RECORD IN DOCUMENT NO. 2022040581, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO, IF APPLICABLE)

TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

15. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EASEMENTS AND RIGHTS OF WAY ACQUIRED BY CONDEMNATION IN CAUSE NO. 92-275-C368 IN THE 368TH DISTRICT COURT OF WILLIAMSON COUNTY, TEXAS, STYLED SEMINOLE PIPELINE COMPANY, PLAINTIFF VS. EDNA WERCHAN AND EMZY BOEHM, DEFENDANTS OF RECORD IN VOLUME 2507, PAGE 187, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. AMENDMENT TO EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN DOCUMENT NO. 2019013650, OFFICIAL PUBLIC, RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO, IF APPLICABLE)

16. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EASEMENTS AND RIGHTS OF WAY ACQUIRED BY CONDEMNATION IN CAUSE NO. 92-252-C368 IN THE 368TH DISTRICT COURT OF WILLIAMSON COUNTY, TEXAS, STYLED SEMINOLE PIPELINE COMPANY, PLAINTIFF VS. EDNA WERCHAN AND EMZY BOEHM, DEFENDANTS, AND BEING FURTHER AFFECTED BY AMENDMENT RECORDED IN DOCUMENT NO. 2019013651, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO, IF APPLICABLE)

17. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2015079039, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

18. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2017022662, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY MEMORANDUM OF MERGER RECORDED IN DOCUMENT NO. 2020082921, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (DOES NOT AFFECT)

19. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

20. 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.)

21. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

22. THE POLICY TO BE ISSUED DOES NOT GUARANTEE THAT THE SUBJECT PROPERTY HAS RIGHTS OF INGRESS AND EGRESS TO AND FROM A DEDICATED ROADWAY.

REF. FIELD NOTE NO. 49060

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\39_TCE\PLAT\02\TCE-39_2\TCE-39_2_2.dgn

EXISTING	141.43 AC.	ACQUIRE	0.000 AC.	REMAINING	141.43 AC. RIGHT

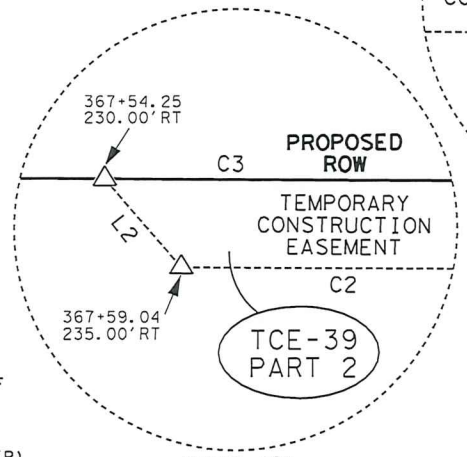
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

TEMPORARY CONSTRUCTION
EASEMENT SKETCH
SHOWING PROPERTY OF
HWY 3349 HOLDINGS, LLC
TAX ID: R020843, R020881, & R020563
TCE-39 PART 1 AND 2
0.245 AC. (10,687 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✕	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—∿—	DISTANCE NOT TO SCALE
———	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "A"



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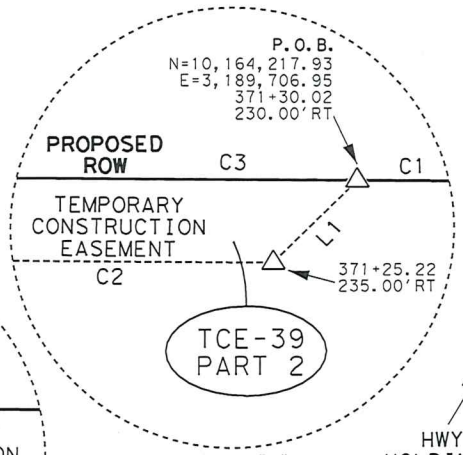
NOT TO SCALE



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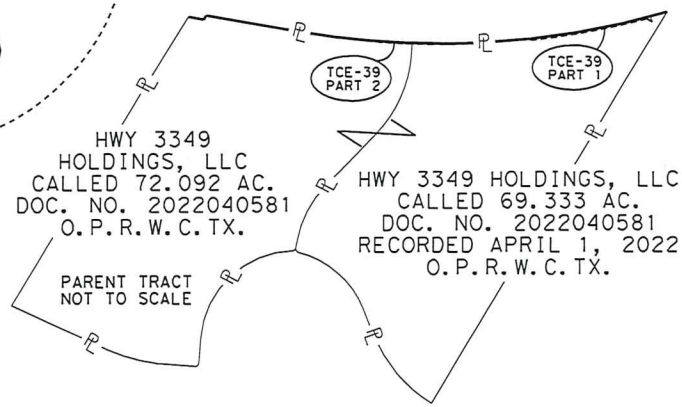


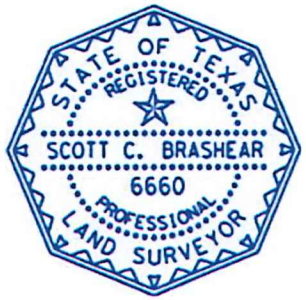
NOTES:

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 WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-161546, EFFECTIVE DATE JUNE 22, 2022, AND ISSUED DATE JUNE 30, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
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.

* AREA CALCULATED BY SAM, LLC.

[A] SOLIDAIR REAL ESTATE INVESTMENTS LLC & TERRITORIAL REAL ESTATE INVESTMENTS LLC CALLED 56.00 AC. DOC. NO. 2021191178 O.P.R.W.C.TX.

[B] HWY 3349 HOLDINGS LLC CALLED 96.742 AC. DOC. NO. 2021187894 O.P.R.W.C.TX.



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.

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

9/29/22

DATE

REF. FIELD NOTE NO. 49060

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\39_TCE\PLAT\02\TCE-39_2\TCE-39_2_2.dgn

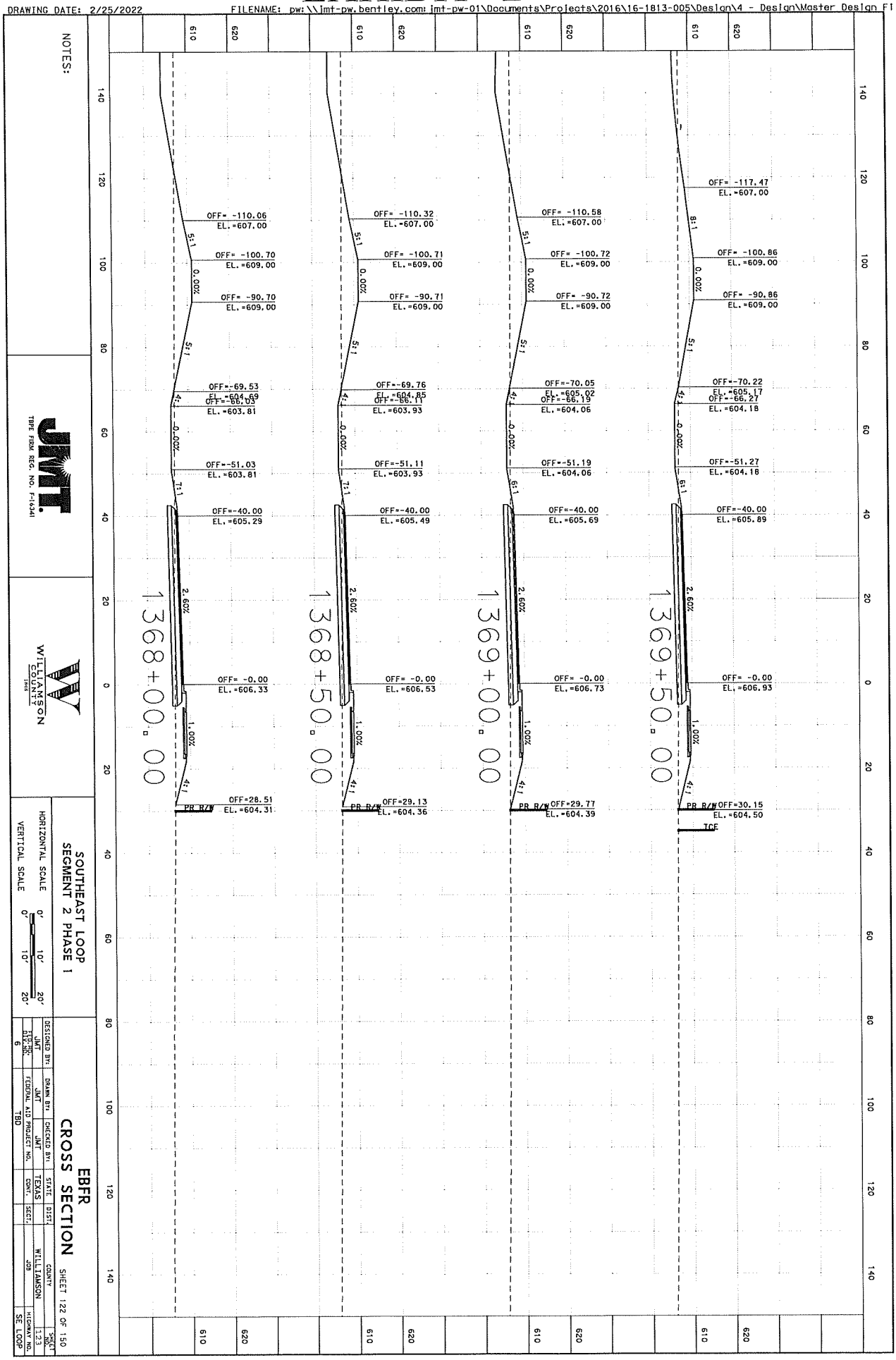
EXISTING	141.43 AC.	ACQUIRE	0.000 AC.	REMAINING	141.43 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

TEMPORARY CONSTRUCTION EASEMENT SKETCH SHOWING PROPERTY OF HWY 3349 HOLDINGS, LLC
TAX ID: R020843, R020881, & R020563
TCE-39 PART 1 AND 2
0.245 AC. (10,687 SQ. FT.)

EXHIBIT "B"

DRAWING DATE: 2/25/2022 FILENAME: pw:\\lmt-pw.bentley.com:lmt-pw-01\Documents\Projects\2016\16-1813-005\Design\4 - Design\Master Design File



NOTES:

JMT
TBPE FIRM REG. NO. F-16341

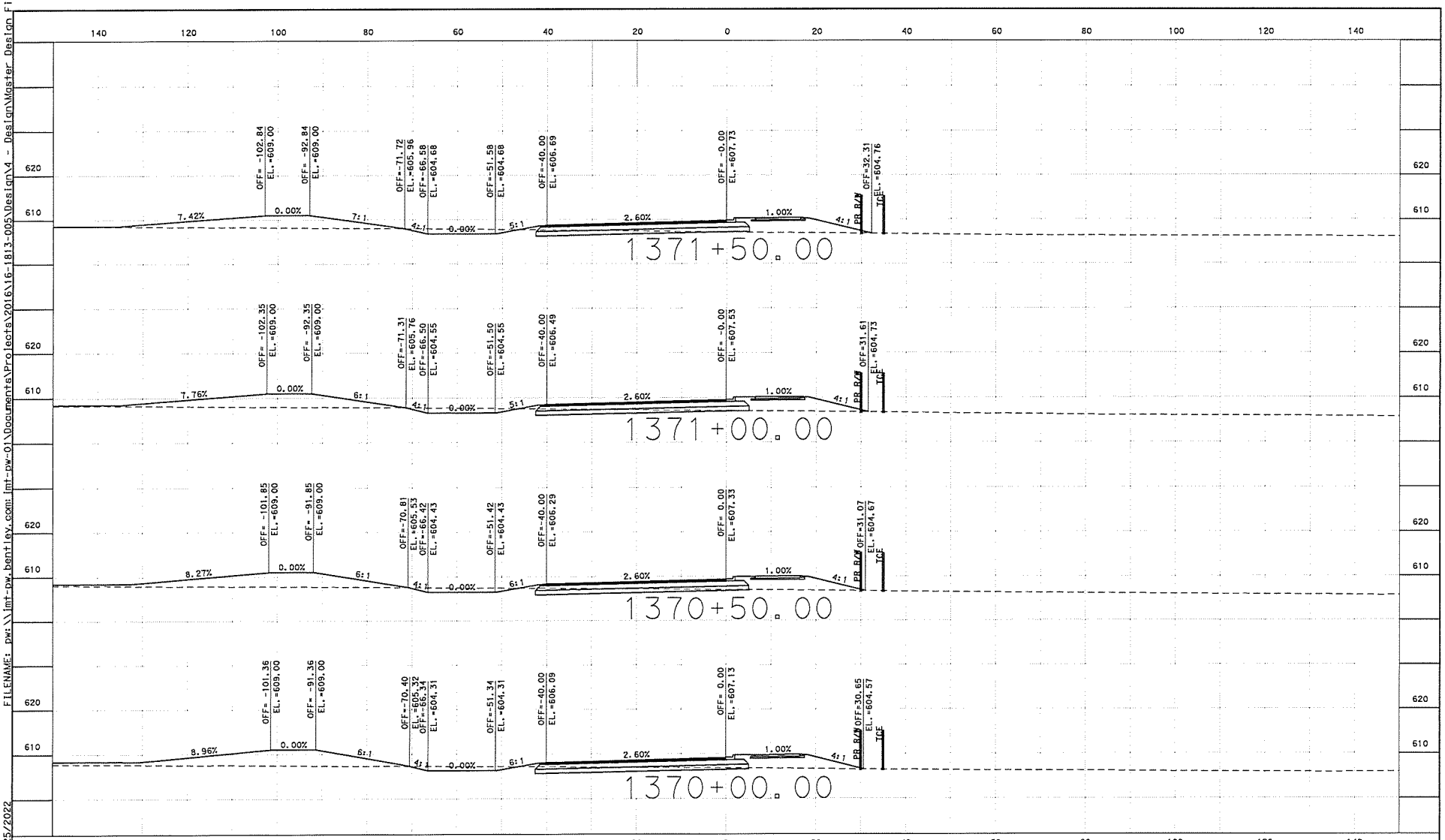
WILLIAMSON COUNTY TEXAS

SOUTHEAST LOOP
SEGMENT 2 PHASE 1

HORIZONTAL SCALE 0' 10' 20'
VERTICAL SCALE 0' 10' 20'

EBFR
CROSS SECTION
SHEET 122 OF 150

DESIGNED BY:	DRAWN BY:	CHECKED BY:	STATE	DIST.	COUNTY	SHEET NO.
JMT	JMT	JMT	TEXAS		WILLIAMSON	1123
DATE: 6/2022	FEDERAL AID PROJECT NO. TBD		CONT.	SECT.	JOB	HIGHWAY NO. SE LOOP



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DRAWING DATE: 2/25/2022

NOTES:

JMT
TBPE FIRM REG. NO. F-16341

WILLIAMSON COUNTY 1848

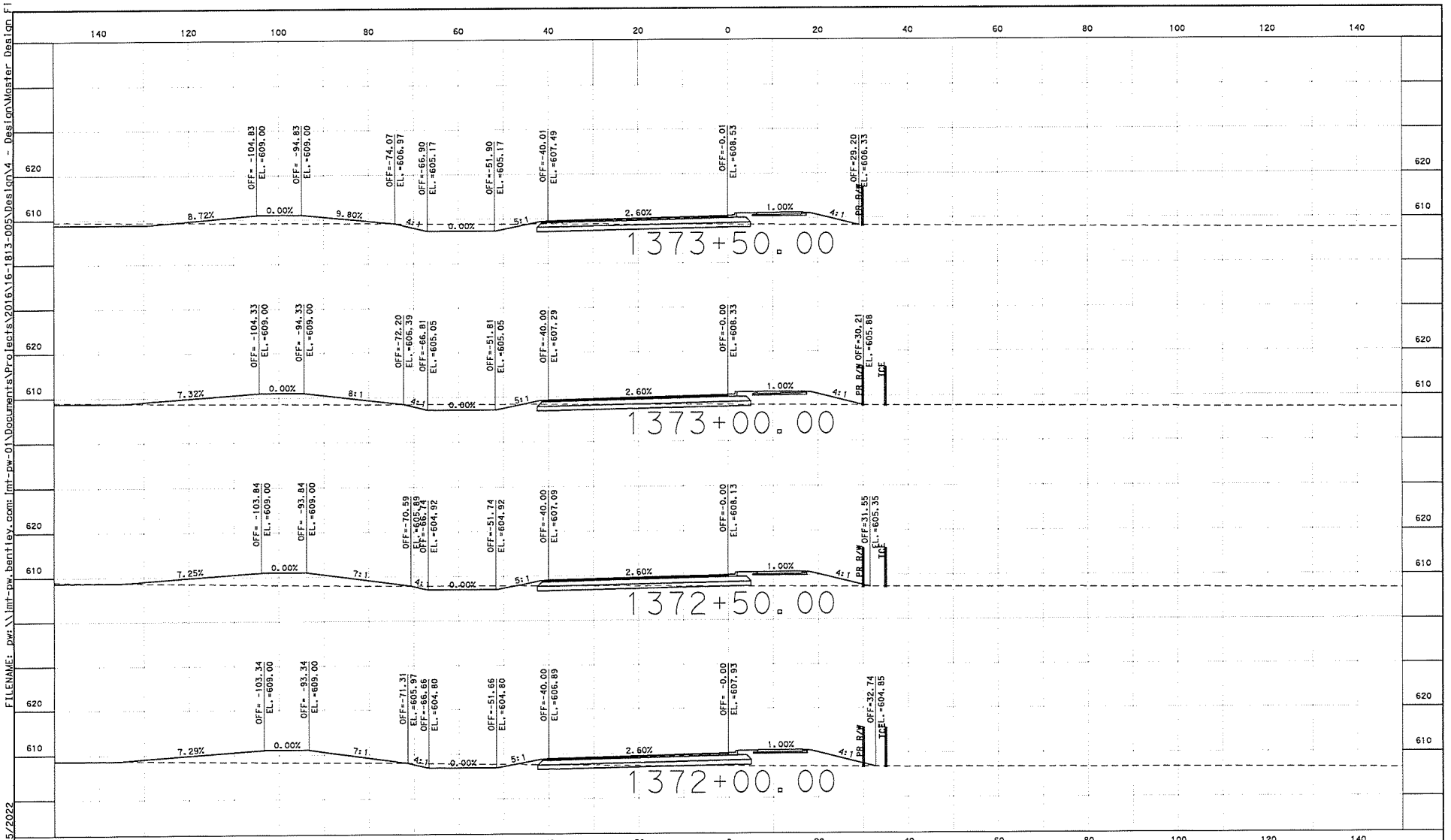
SOUTHEAST LOOP
SEGMENT 2 PHASE 1

HORIZONTAL SCALE 0' 10' 20'
VERTICAL SCALE 0' 10' 20'

EBFR
CROSS SECTION

SHEET 123 OF 150

DESIGNED BY:	DRAWN BY:	CHECKED BY:	STATE	DIST.	COUNTY	SHEET NO.
JMT	JMT	JMT	TEXAS		WILLIAMSON	124
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		CONT.	SECT.	JOB	HIGHWAY NO.
6	TBD					SE LOOP



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DRAWING DATE: 2/25/2022

NOTES:

JMT
TBPE FIRM REG. NO. F-16341

WILLIAMSON COUNTY
1848

SOUTHEAST LOOP
SEGMENT 2 PHASE 1

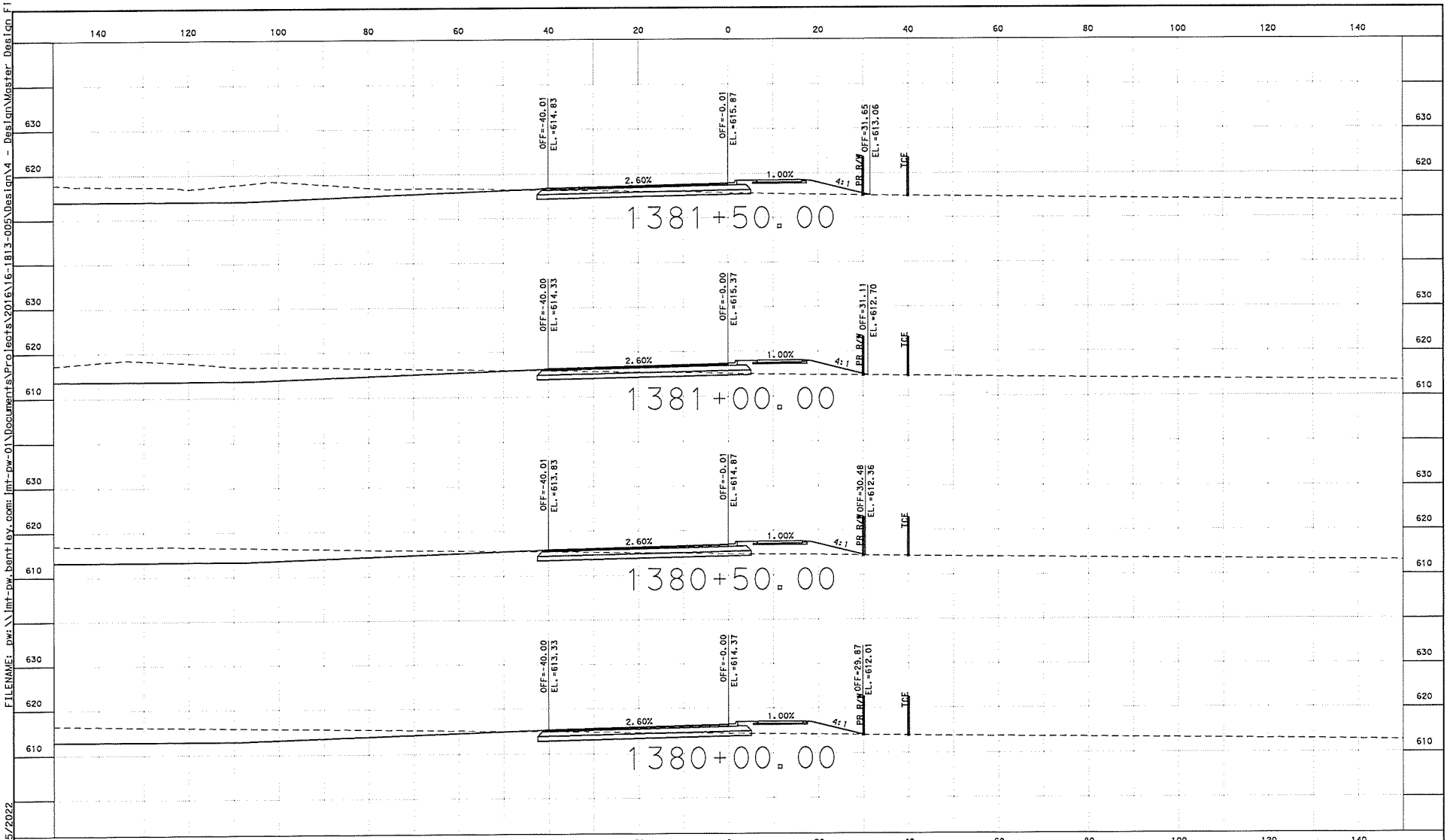
HORIZONTAL SCALE 0' 10' 20'

VERTICAL SCALE 0' 10' 20'

EBFR
CROSS SECTION

SHEET 124 OF 150

DESIGNED BY:	DRAWN BY:	CHECKED BY:	STATE	DIST.	COUNTY	SHEET NO.
JMT	JMT	JMT	TEXAS		WILLIAMSON	125
STD. NO. DIV. NO.	FEDERAL AID PROJECT NO.		CONT.	SECT.	JOB	HIGHWAY NO.
6	TBD					SE LOOP



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DRAWING DATE: 2/25/2022

NOTES:

JMT
TBPE FIRM REG. NO. F-16341

WILLIAMSON COUNTY
1848

SOUTHEAST LOOP
SEGMENT 2 PHASE 1

HORIZONTAL SCALE 0' 10' 20'

VERTICAL SCALE 0' 10' 20'

EBFR
CROSS SECTION

DESIGNED BY:	DRAWN BY:	CHECKED BY:	STATE	DIST.	COUNTY	SHEET NO.
JMT	JMT	JMT	TEXAS		WILLIAMSON	129
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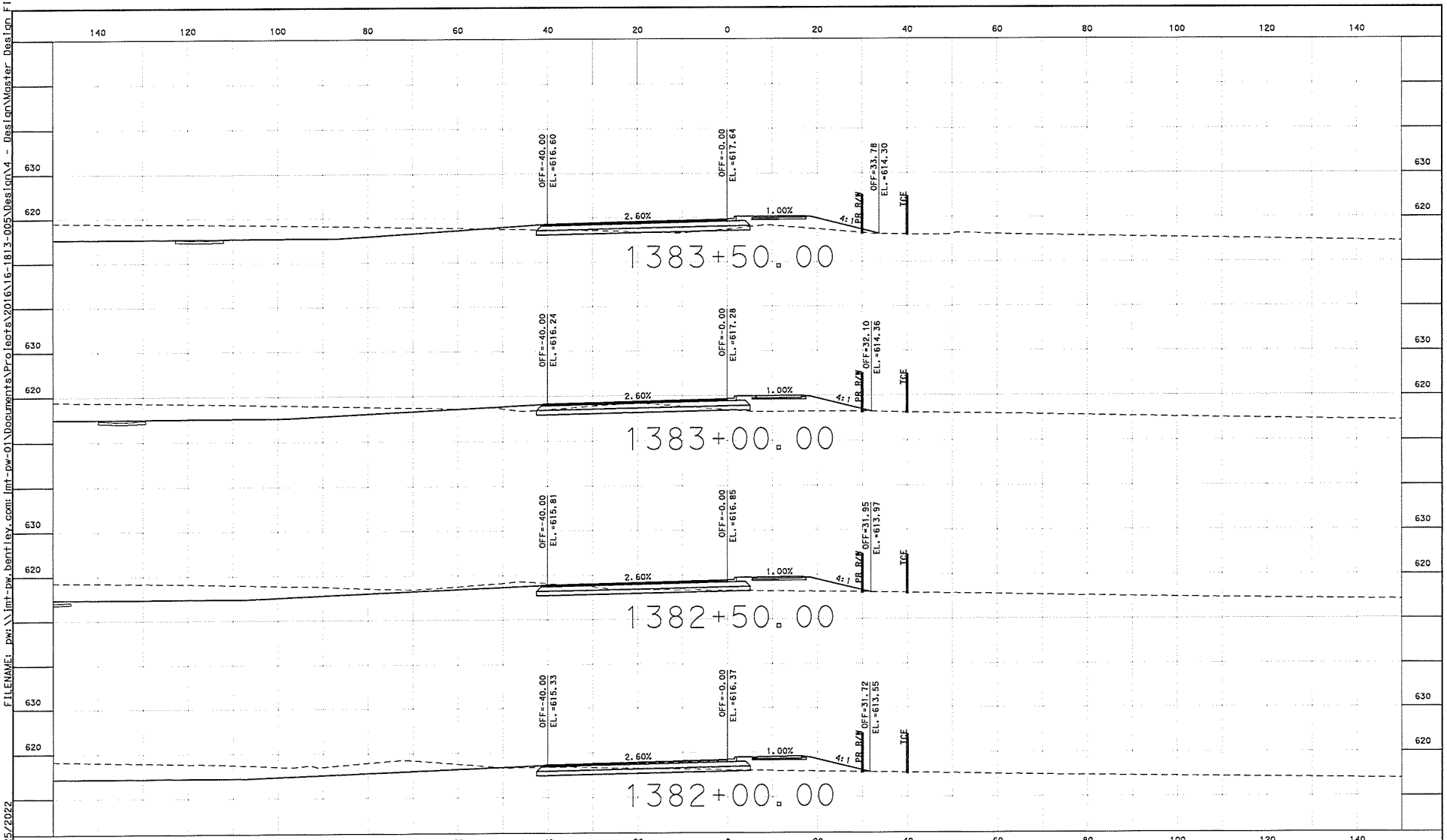
6	TBD					SE LOOP



NOTES:

JMT
TBPE FIRM REG. NO. F-16341

WILLIAMSON COUNTY
1848

SOUTHEAST LOOP
SEGMENT 2 PHASE 1

HORIZONTAL SCALE 0' 10' 20'
VERTICAL SCALE 0' 10' 20'

EBFR
CROSS SECTION

SHEET 129 OF 150

DESIGNED BY:	DRAWN BY:	CHECKED BY:	STATE	DIST.	COUNTY	SHEET NO.
JMT	JMT	JMT	TEXAS		WILLIAMSON	130
CSJ NO.	FEDERAL AID PROJECT NO.		CONT.	SECT.	JOB	HIGHWAY NO.
6	TBD					SE LOOP

DRAWING DATE: 2/25/2022
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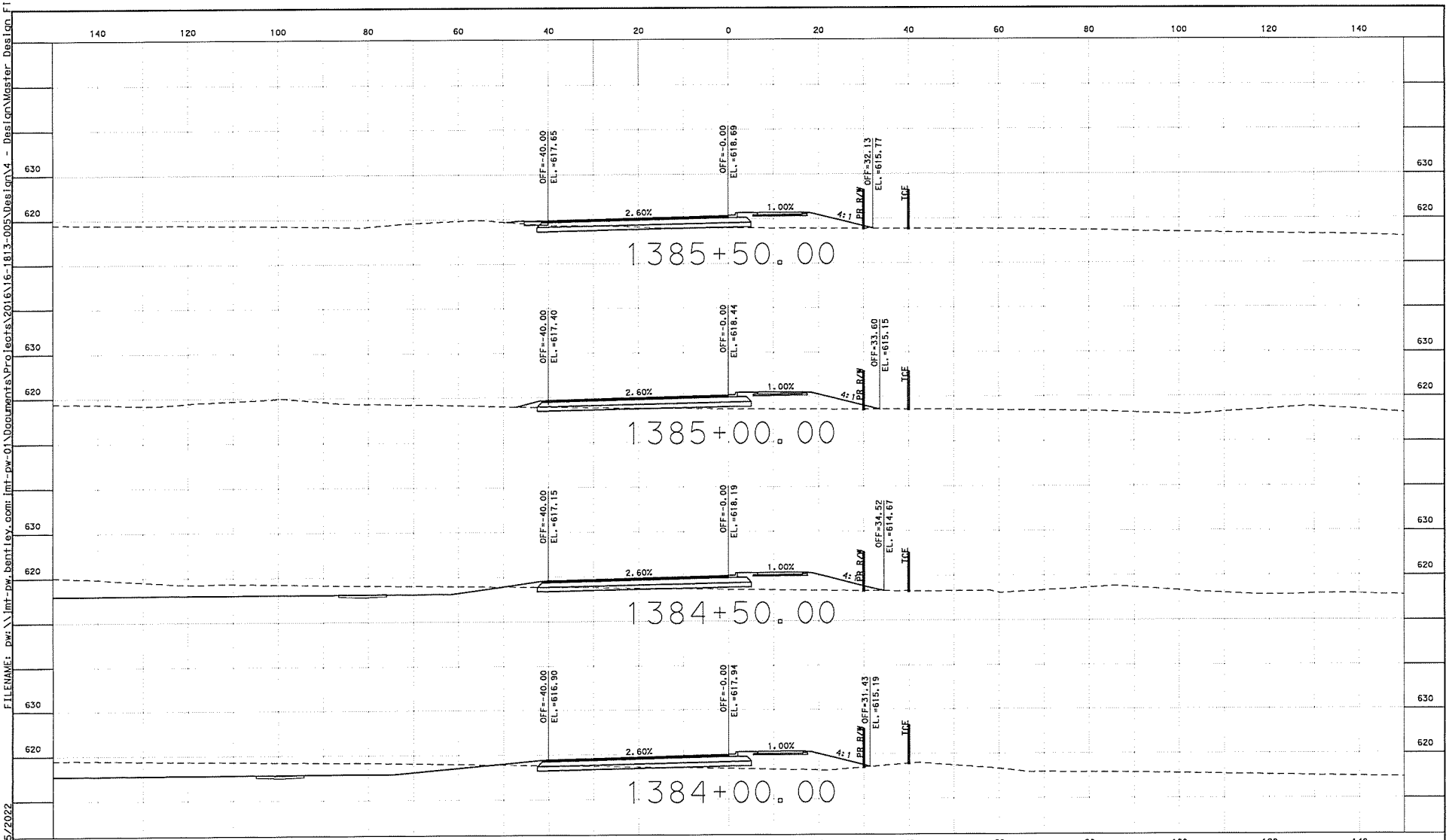

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NOTES:

JMT
TBPE FIRM REG. NO. F-16341

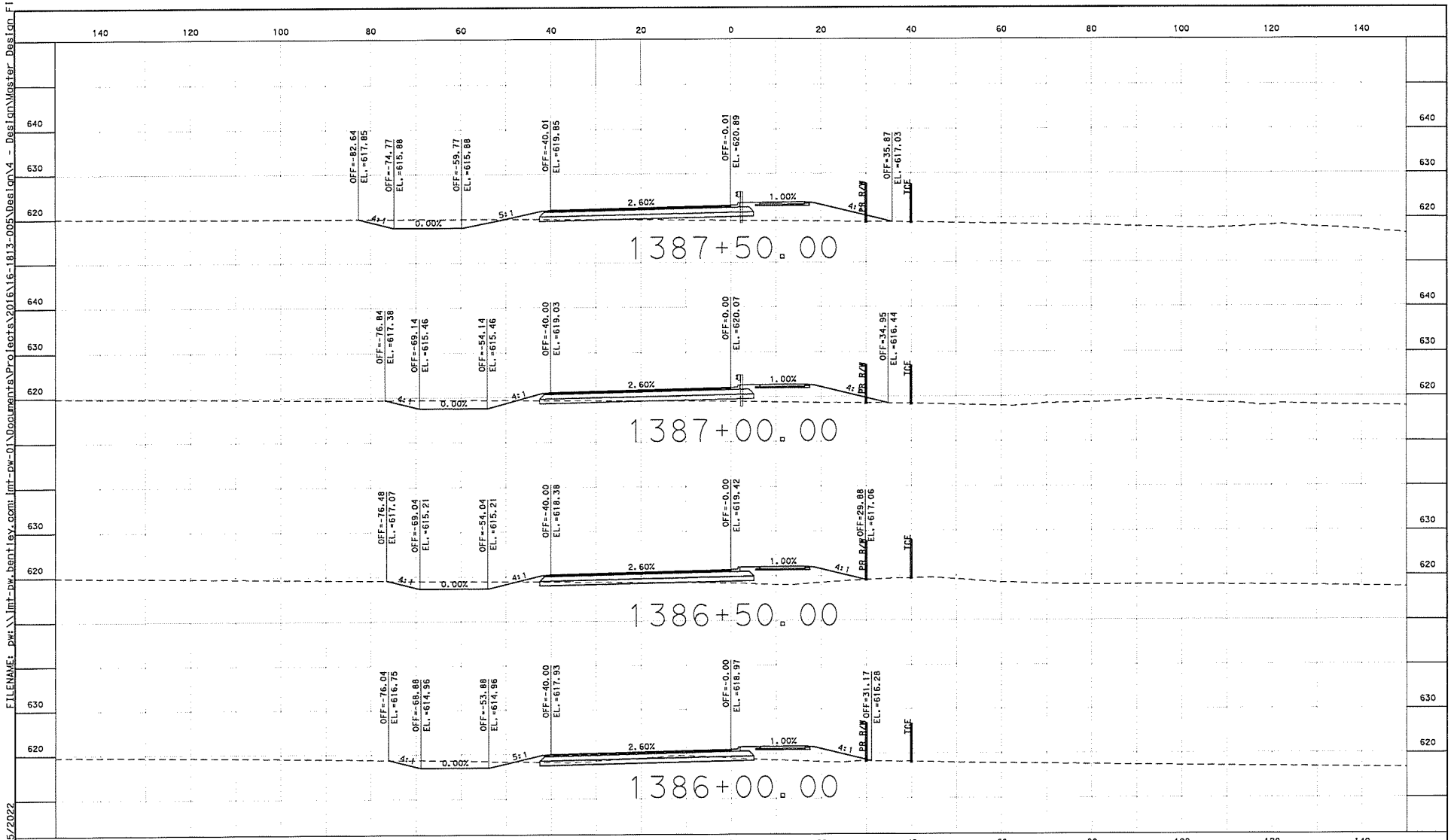
WILLIAMSON COUNTY
1848

SOUTHEAST LOOP
SEGMENT 2 PHASE 1

HORIZONTAL SCALE 0' 10' 20'
VERTICAL SCALE 0' 10' 20'

EBFR
CROSS SECTION

DESIGNED BY:	DRAWN BY:	CHECKED BY:	STATE	DIST.	COUNTY	SHEET NO.
JMT	JMT	JMT	TEXAS		WILLIAMSON	131
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		CONT.	SECT.	JOB	HIGHWAY NO.
6	TBD					SE LOOP



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DRAWING DATE: 2/25/2022

NOTES:

JMT
TBPE FIRM REG. NO. F-16341

WILLIAMSON COUNTY
1848

SOUTHEAST LOOP
SEGMENT 2 PHASE 1

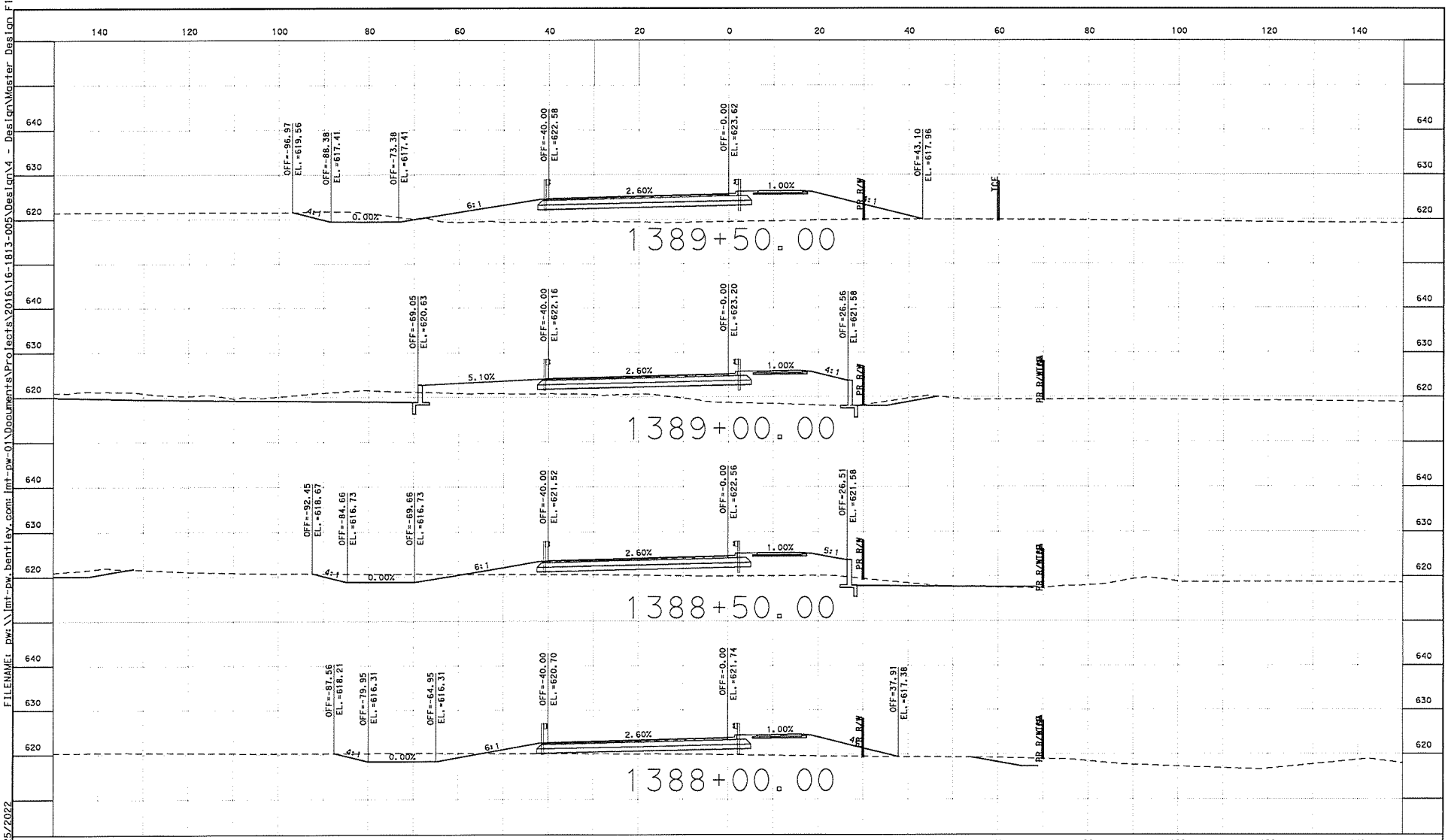
HORIZONTAL SCALE 0' 10' 20'

VERTICAL SCALE 0' 10' 20'

EBFR
CROSS SECTION

SHEET 131 OF 150

DESIGNED BY:	DRAWN BY:	CHECKED BY:	STATE	DIST.	COUNTY	SHEET NO.
JMT	JMT	JMT	TEXAS		WILLIAMSON	132
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		CONT.	SECT.	JOB	HIGHWAY NO.
6	TBD					SE LOOP



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DRAWING DATE: 2/25/2022

NOTES:

JMT
TBPE FIRM REG. NO. F-16341

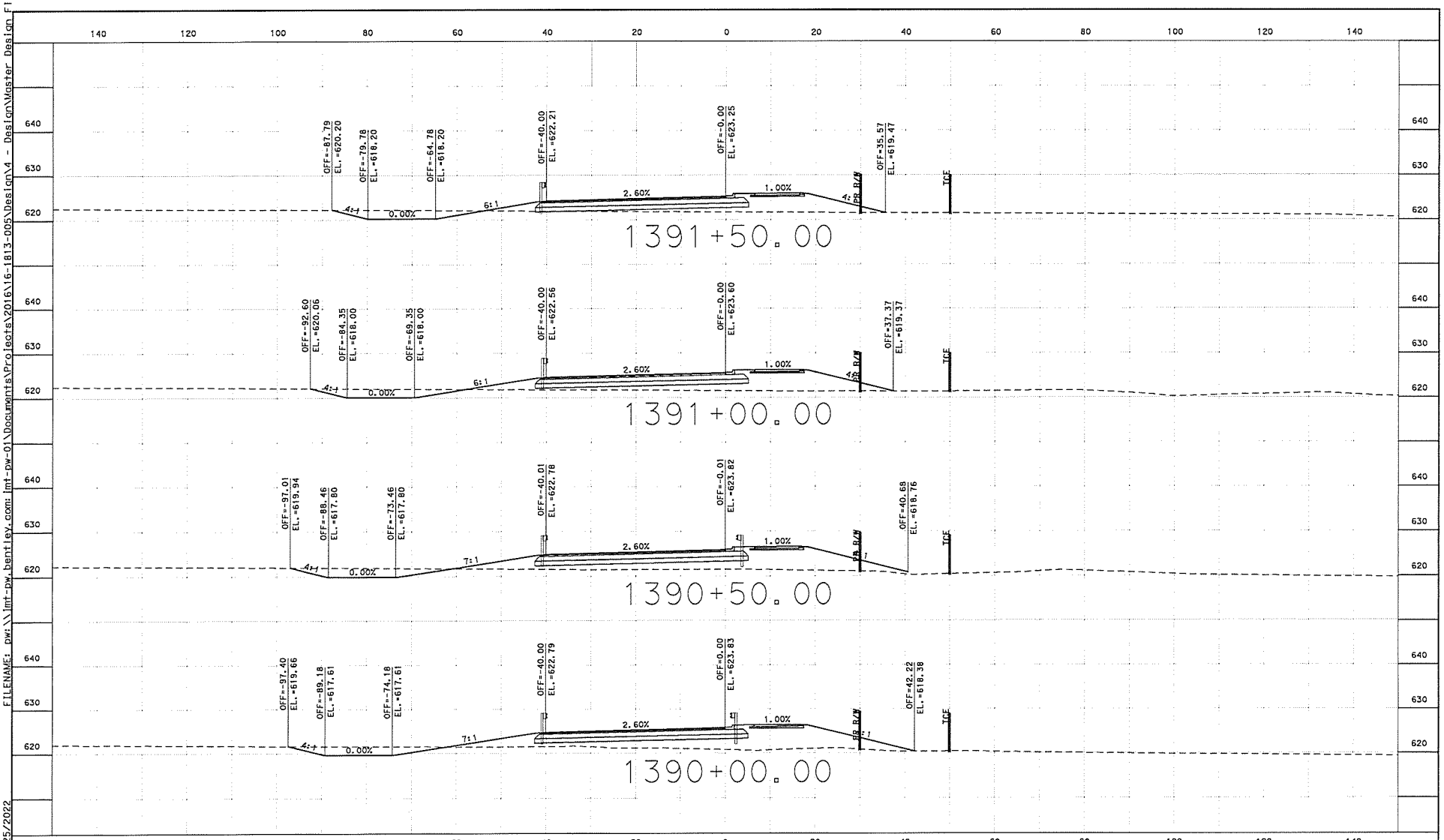
WILLIAMSON COUNTY
1848

SOUTHEAST LOOP
SEGMENT 2 PHASE 1

HORIZONTAL SCALE 0' 10' 20'
VERTICAL SCALE 0' 10' 20'

EBFR
CROSS SECTION

DESIGNED BY:	DRAWN BY:	CHECKED BY:	STATE	DIST.	COUNTY	SHEET NO.
JMT	JMT	JMT	TEXAS		WILLIAMSON	133
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		CONT.	SECT.	JOB	HIGHWAY NO.
6	TBD					SE LOOP



NOTES:

JMT
TBPE FIRM REG. NO. F-16341

WILLIAMSON COUNTY

SOUTHEAST LOOP
SEGMENT 2 PHASE 1

HORIZONTAL SCALE 0' 10' 20'
VERTICAL SCALE 0' 10' 20'

EBFR
CROSS SECTION

SHEET 133 OF 150

DESIGNED BY:	DRAWN BY:	CHECKED BY:	STATE	DIST.	COUNTY	SHEET NO.
JMT	JMT	JMT	TEXAS		WILLIAMSON	134
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		CONT.	SECT.	JOB	HIGHWAY NO.
6	TBD					SE LOOP

DRAWING DATE: 2/25/2022
FILENAME: pw:\\Imt-pw.bentley.com:Imt-pw-01\Documents\Projects\2016\16-1813-005\Design\4 - Design\Master Design File

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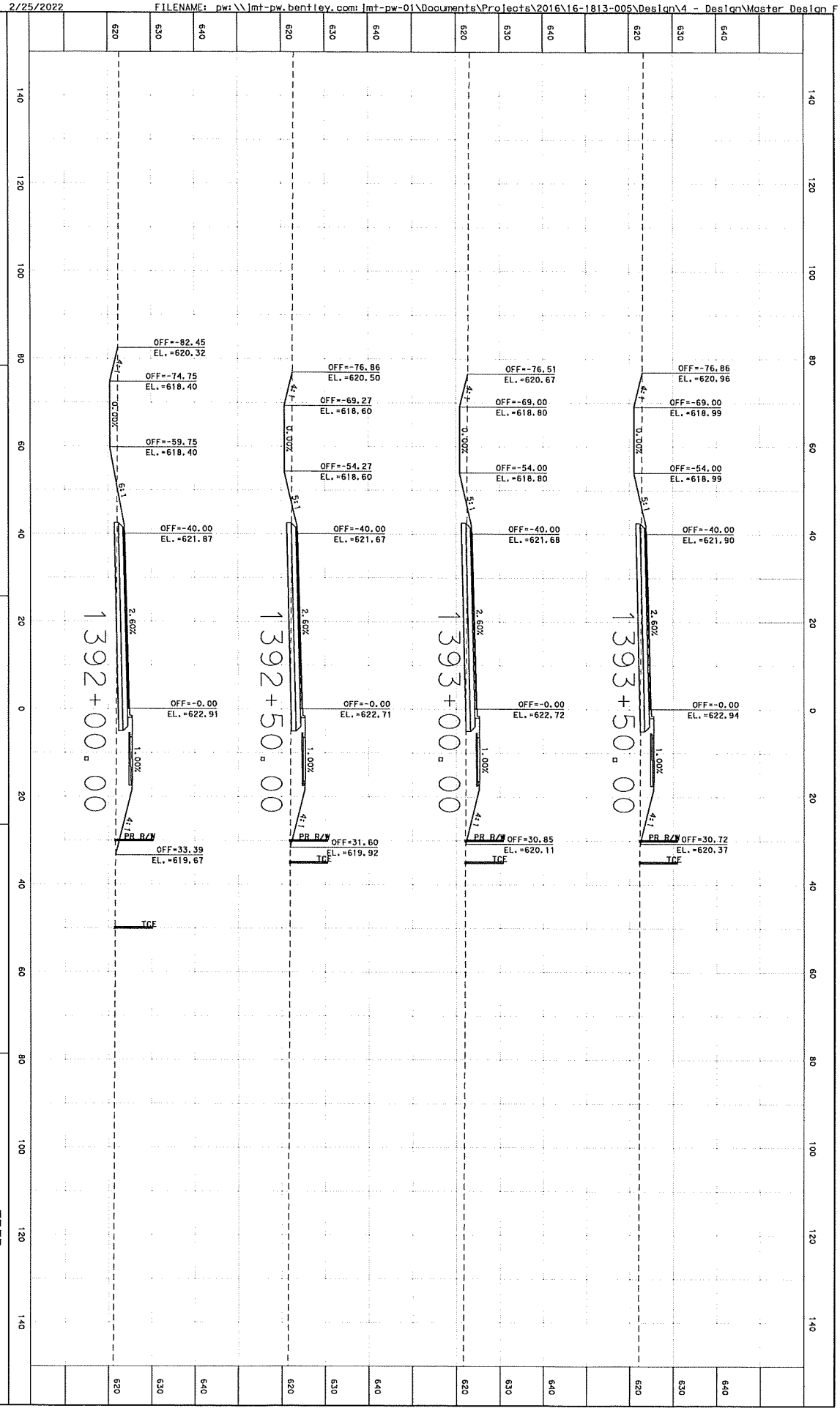
NOTES:



JMT
TBPE FIRM REG. NO. F-1644

WILLIAMSON COUNTY TEXAS

SOUTHEAST LOOP
SEGMENT 2 PHASE 1

HORIZONTAL SCALE 0' 10' 20'
VERTICAL SCALE 0' 10' 20'

EBFR
CROSS SECTION

DESIGNED BY:	DRAWN BY:	CHECKED BY:	STATE	DIST.	COUNTY	SHEET NO.
JMT	JMT	JMT	TEXAS		WILLIAMSON	135
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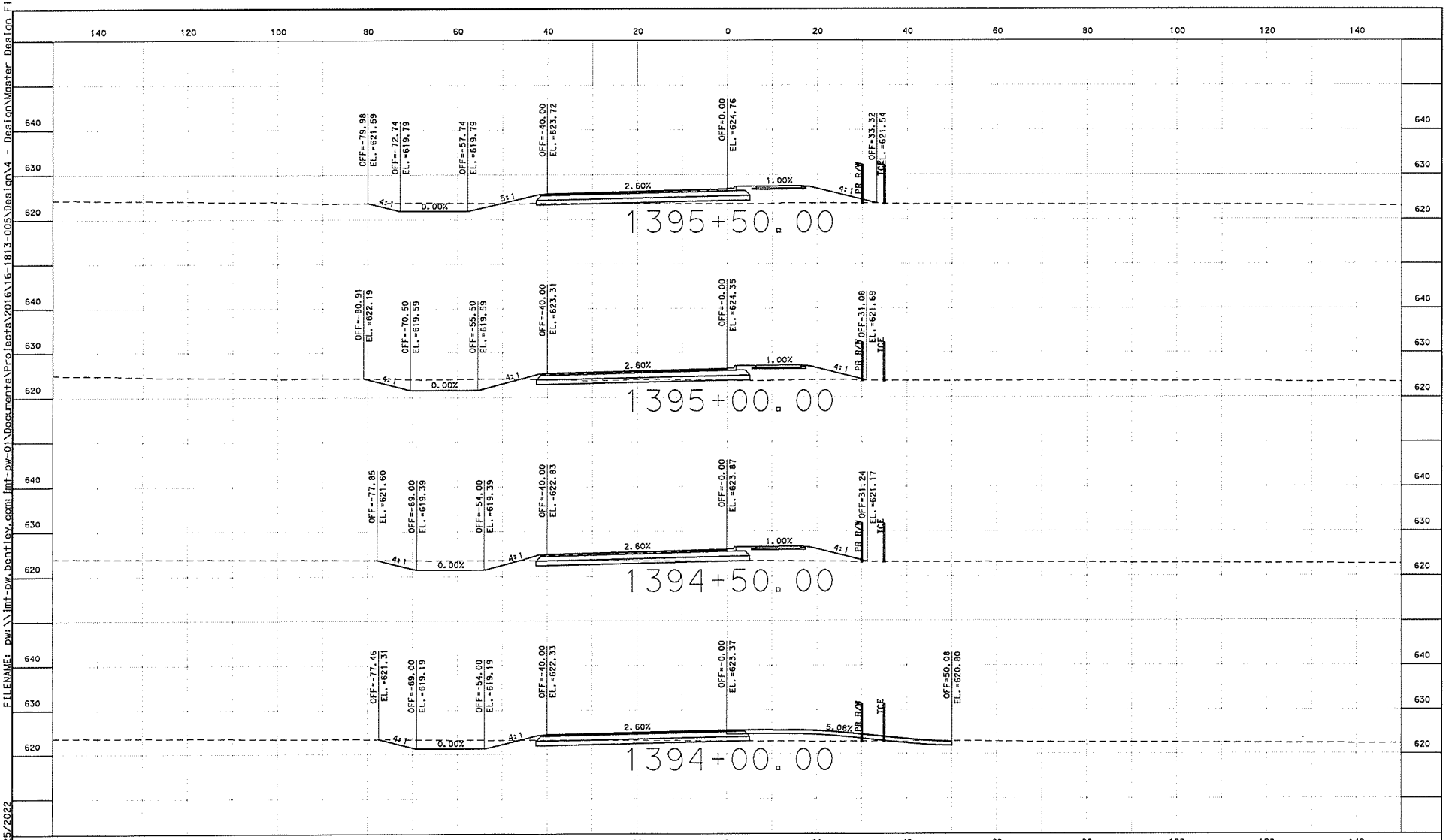
SHEET 134 OF 150



NOTES:

JMT
TBPE FIRM REG. NO. F-16341

WILLIAMSON COUNTY
1848

SOUTHEAST LOOP
SEGMENT 2 PHASE 1

HORIZONTAL SCALE 0' 10' 20'
VERTICAL SCALE 0' 10' 20'

EBFR
CROSS SECTION

SHEET 135 OF 150

DESIGNED BY:	DRAWN BY:	CHECKED BY:	STATE	DIST.	COUNTY	SHEET NO.
JMT	JMT	JMT	TEXAS		WILLIAMSON	136
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		CONT.	SECT.	JOB	HIGHWAY NO.
6	TBD					SE LOOP

DRAWING DATE: 2/25/2022
FILENAME: pw:\\jmt-pw.bentley.com:jmt-pw-01\Documents\Projects\2016\16-1813-005\Design\4 - Design\Master Design File

Commissioners Court - Regular Session **59.**

Meeting Date: 12/06/2022

Liberty Hill Bypass Possession & Use 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 possession and use agreement with Christina Ann Helms for right of way needed on the Liberty Hill Bypass project (Parcels 3 & 4). Funding Source: Road Bonds P346

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PUA

PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:46 AM
Form Started By: Charlie Crossfield		Started On: 11/30/2022 03:50 PM
Final Approval Date: 12/01/2022		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 3
COUNTY OF WILLIAMSON	§	Project: Liberty Hill Bypass

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **CHRISTINA ANN HELMS** (the "Grantor" whether one or more), grants to the County, its contractors, agents, and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed Liberty Hill Bypass roadway project and related appurtenances, drainage, and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibit "A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of ONE HUNDRED FORTY-SEVEN THOUSAND TWO and 00/100 Dollars ($147,002.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. Grantee will place this Agreement on County's agenda within two business days of County's receipt of an executed copy of this Agreement. Grantee will tender payment of this amount to Grantor or the title company within 14 days of County's approval of this Agreement.

   The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment

for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County within 45 days of the notice.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above is paid to grantor by the County or the title company(the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered T-152480, issued September 3, 2021 by Texas National Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record;

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. 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.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date. The parties agree to schedule the special commissioners hearing on a mutually agreeable date during the first Quarter of 2023. The parties further agree that the amount of compensation set forth in this agreement will not be admitted into evidence to the fact finder determining just compensation (the Special Commissioners or thereafter a jury.)

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be

acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the Effective Date. Otherwise, prejudgment and post judgment interest, if any, will be computed and paid as provided by law.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment. County agrees to deposit the amount of the award, less the payment made pursuant to paragraph 2, within 45 days of the special commissioners hearing. County agrees to maintain at least one point of access for Grantor's use during the entire duration of County's Roadway Construction Project, unless otherwise agreed to in writing by Grantor. County acknowledges livestock exist from time to time on the subject property and that Grantor maintains a fence at the subject property's boundaries to contain livestock and prevent their meandering off the subject property. As such, County agrees to notify Grantor 14 days before cutting or removing any portion of Grantor's fence. County agrees to stake the proposed right-of-way line within 14 days of Grantor's request.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions: None.

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: N/A

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

Christina Ann Helms

Christina Ann Helms

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this the 22 day of November, 2022 by Christina Ann Helms in the capacity and for the purposes and consideration recited herein.

BETH A. REYNOLDS
Notary Public, State of Texas
Comm. Expires 07-30-2023
Notary ID 11692019

Beth A. Reynolds
Notary Public, State of Texas
Printed Name: Beth A. Reynolds
My Commission Expires: 07/30/2023

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2022 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

EXHIBIT A

County: Williamson
Parcel: 3 - Forbes
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 1.329 ACRE (57,900 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 10.005 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO JAMES W. FORBES RECORDED IN VOLUME 1427, PAGE 619 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.329 ACRE (57,900 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" found in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 108.00 feet left of Bagdad Road Baseline Station 312+35.08 (Grid Coordinates determined as N=10,209,547.95 E=3,057,509.65), being in the northerly boundary line of said 10.005 acre tract, same being in the southerly boundary line of that called 23.017 acre tract of land described in Gift Deed to Scott Lee Ira Helms recorded in Document No. 2014043759 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and POINT OF BEGINNING of the herein described parcel, and from which, an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" found, being an ell corner in said proposed westerly ROW line of said Bagdad Road bears N 20°48'06" W, at a distance of 11.68 feet, and also from which, an iron rod with a plastic cap stamped "FOREST SURVEYING RPLS 1847" found, in the southerly line of said 23.017 acre tract, being the northwesterly corner of said 10.005 acre tract bears S 67°41'36" W, at a distance of 1,033.22 feet;

1) THENCE, departing said proposed westerly ROW line, with the northerly boundary line of said 10.005 acre tract, same being the southerly boundary line of said 23.017 acre tract, N 67°41'36" E, for a distance of 141.73 feet to a 1/2" iron rod found in the existing westerly ROW line of said County Road 279 (Bagdad Road) (variable width ROW), being the southeasterly corner of said 23.017 acre tract, same being the northeasterly corner of said 10.005 acre tract and of the herein described parcel;

2) THENCE, with said existing westerly ROW line, being the easterly boundary line of said 10.005 acre tract, S 19°09'29" E, for a distance of 427.65 feet to an iron rod with a plastic cap stamped "FOREST SURVEYING RPLS 1847" found, being the southeasterly corner of said 10.005 acre tract, same being the northeasterly corner of that called 13.205 acre tract of land described in Deed Without Warranty to Scott L. I. Helms recorded in Document No. 2020012722 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described parcel;

3) THENCE, departing said existing westerly ROW line, with the southerly boundary line of said 10.005 acre tract, same being the northerly boundary line of said 13.205 acre tract, S 67°41'35" W, for a distance of 129.46 feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set in said proposed westerly ROW line 109.31 feet left of Bagdad Road Baseline Station 308+17.84, for the southwesterly corner of the herein described parcel;

4) THENCE, departing said 13.205 acre tract, with said proposed westerly ROW line, through the interior of said 10.005 acre tract, N 20°48'06" W, for a distance of 427.16 feet to the POINT OF BEGINNING, containing 1.329 acres (57,900 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas

M. Stephen Truesdale 23 NOV 2021

M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

S:_BINKLEY-BARFIELD\BAGDAD ROAD 2020\PARCELS\BAGDAD RD-CR 279-PARCEL 3-FORBES.doc

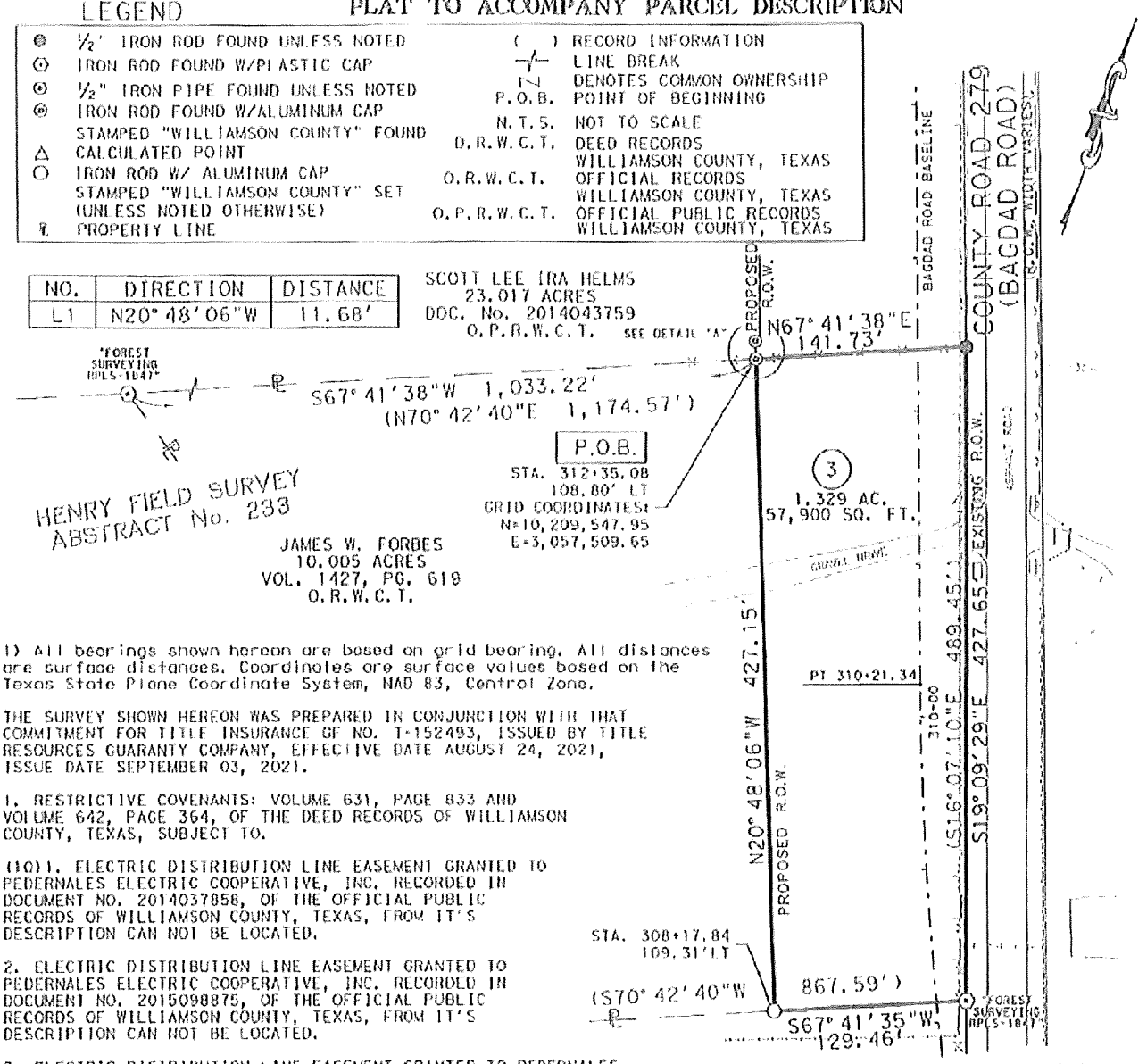
EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

● ½" IRON ROD FOUND UNLESS NOTED	( ) RECORD INFORMATION
⊙ IRON ROD FOUND W/PLASTIC CAP	⊣⊢ LINE BREAK
⊙ ½" IRON PIPE FOUND UNLESS NOTED	℄ DENOTES COMMON OWNERSHIP
⊛ IRON ROD FOUND W/ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" FOUND	P.O.B. POINT OF BEGINNING
△ CALCULATED POINT	N.T.S. NOT TO SCALE
○ IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
℄ PROPERTY LINE	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

NO.	DIRECTION	DISTANCE
L1	N20° 48' 06"W	11.68'



1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-152493, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 24, 2021, ISSUE DATE SEPTEMBER 03, 2021.

1. RESTRICTIVE COVENANTS: VOLUME 631, PAGE 833 AND VOLUME 642, PAGE 364, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

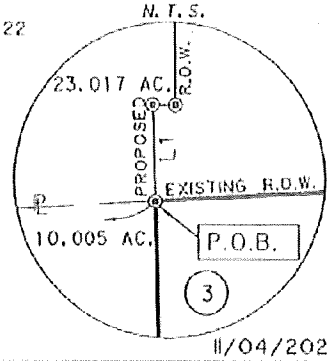
(10) 1. ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 2014037858, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

2. ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 2015098875, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

3. ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 2015098915, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

SCOTT L. I. HELMS
13.205 ACRES
DOC. No. 2020012722
O.P.R.W.C.T.

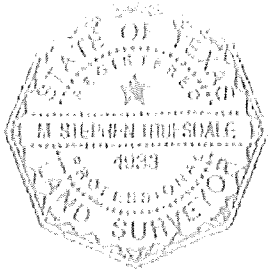
DETAIL "A"
N.T.S.



I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

23 NOV 2021

M. Stephen Truesdale
M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



11/04/2021

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

JAMES W. FORBES

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 3
1.329 ACRES
57,900 Sq. Ft.

S:\WINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 3-FORBES\PARCEL 3-FORBES-REV.dgn

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 4
COUNTY OF WILLIAMSON	§	Project: Liberty Hill Bypass

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **CHRISTINA A. HELMS** (the "Grantor" whether one or more), grants to the County, its contractors, agents, and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed Liberty Hill Bypass roadway project and related appurtenances, drainage, and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibit "A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of EIGHTY-FIVE THOUSAND SEVEN HUNDRED THIRTY-THREE and 00/100 Dollars ($85,733.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. Grantee will place this Agreement on County's agenda within two business days of County's receipt of an executed copy of this Agreement. Grantee will tender payment of this amount to Grantor or the title company within 14 days of County's approval of this Agreement.

   The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment

for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County within 45 days of the notice.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above is paid to grantor by the County or the title company(the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered T-152480, issued September 3, 2021 by Texas National Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record;

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. 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.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date. The parties agree to schedule the special commissioners hearing on a mutually agreeable date during the first Quarter of 2023. The parties further agree that the amount of compensation set forth in this agreement will not be admitted into evidence to the fact finder determining just compensation (the Special Commissioners or thereafter a jury.)

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be

acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the Effective Date. Otherwise, prejudgment and post judgment interest, if any, will be computed and paid as provided by law.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment. County agrees to deposit the amount of the award, less the payment made pursuant to paragraph 2, within 45 days of the special commissioners hearing. County agrees to maintain at least one point of access for Grantor's use during the entire duration of County's Roadway Construction Project, unless otherwise agreed to in writing by Grantor. County acknowledges livestock exist from time to time on the subject property and that Grantor maintains a fence at the subject property's boundaries to contain livestock and prevent their meandering off the subject property. As such, County agrees to notify Grantor 14 days before cutting or removing any portion of Grantor's fence. County agrees to stake the proposed right-of-way line within 14 days of Grantor's request.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions: None.

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: N/A

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

Christina A. Helms

Christina A. Helms

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this the 22 day of November, 2022 by Christina A. Helms in the capacity and for the purposes and consideration recited herein.

BETH A. REYNOLDS
Notary Public, State of Texas
Comm. Expires 07-30-2023
Notary ID 11692019

Beth A. Reynolds
Notary Public, State of Texas
Printed Name: Beth A. Reynolds
My Commission Expires: 07/30/2023

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2022 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

EXHIBIT A

County: Williamson
Parcel: 4 –Helms
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.923 ACRE (40,224 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 13.205 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO SCOTT L. I. HELMS RECORDED IN DOCUMENT NO. 2020012722 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.923 ACRE (40,224 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 115.99 feet left of Bagdad Road Baseline Station 303+45.44 (Grid Coordinates determined as N=10,208,720.49 E=3,057,910.86), being in the southerly boundary line of said 13.205 acre tract, same being in the northerly boundary line of an apparent remainder of the westerly portion (west of County Road) of that called 245 acre tract of land set out in Partition Deed to James W. Forbes and wife, Barbara Ann Forbes recorded in Volume 569, Page 425 of the Deed Records of Williamson County, Texas, said remainder portion described as "....an area used for road widening of an existing 30 foot wide road easement..." in Document No. 2020012722 of the Official Public Records of Williamson County, Texas, and appears to be vested in Scott L. I. Helms, Christina A. Helms and Lacie G. Hale, heirs of Barbara Ann Forbes, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a nail set in a wood fence post, being an angle point in the said southerly boundary line of the 13.205 acre tract bears with said fence, S 64°27'17" W, at a distance of 163.72 feet;

1) **THENCE,** departing said remainder area, with said proposed westerly ROW line, through the interior of said 13.205 acre tract, **N 30°13'52" W,** for a distance of **495.68** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 109.31 feet left of Bagdad Road Baseline Station 308+17.84 in the northerly boundary line of said 13.205 acre tract, same being in the southerly boundary line of that called 10.005 acre tract of land described in Warranty Deed to James W. Forbes recorded in Volume 1427, Page 619 of the Official Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;

2) **THENCE,** departing said proposed westerly ROW line, with the northerly boundary line of said 13.205 acre tract, same being the southerly boundary line of said 10.005 acre tract, **N 67°41'35" E,** for a distance of **129.46** feet to an iron rod with a plastic cap stamped "FOREST SURVEYING RPLS 1847" found in the existing westerly ROW line of County Road 279 (Bagdad Road) (variable width ROW), being the northeasterly corner of said 13.205 acre tract, same being the southeasterly corner of said 10.005 acre tract, for the northeasterly corner of the herein described parcel;

3) **THENCE,** with said existing westerly ROW line, same being the easterly boundary line of said 13.205 acre tract, **S 19°12'27" E,** for a distance of **489.70** feet to a 1/2" iron rod found, being the southeasterly corner of said 13.205 acre tract, same being the northeasterly corner of said remainder tract, for the southeasterly corner of the herein described parcel, and from which, an iron rod with a plastic cap stamped "FOREST RPLS 1847" found, being the southeasterly corner of said remainder tract, same being the northeasterly corner of that called 11.419 acre tract of land described in Warranty Deed With Vendor's Lien to MGD Interest, Ltd. recorded in Document No. 2020076120 of the Official Public Records of Williamson County, Texas, bears, with said existing westerly ROW line, S 17°59'39" E, at a distance of 18.83 feet;

County: Williamson
Parcel : 4 –Helms
Highway: Bagdad Rd (CR 279)

4) **THENCE,** departing said existing westerly ROW line, with the southerly boundary line of said 13.205 acre tract, same being the northerly boundary line of said remainder tract, **S 64°27'17" W,** for a distance of **34.70** feet to the **POINT OF BEGINNING,** containing 0.923 acres (40,224 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 23 Nov 2021

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

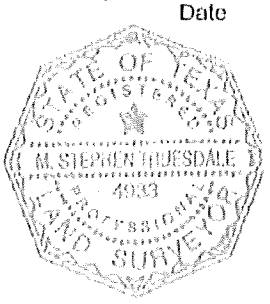
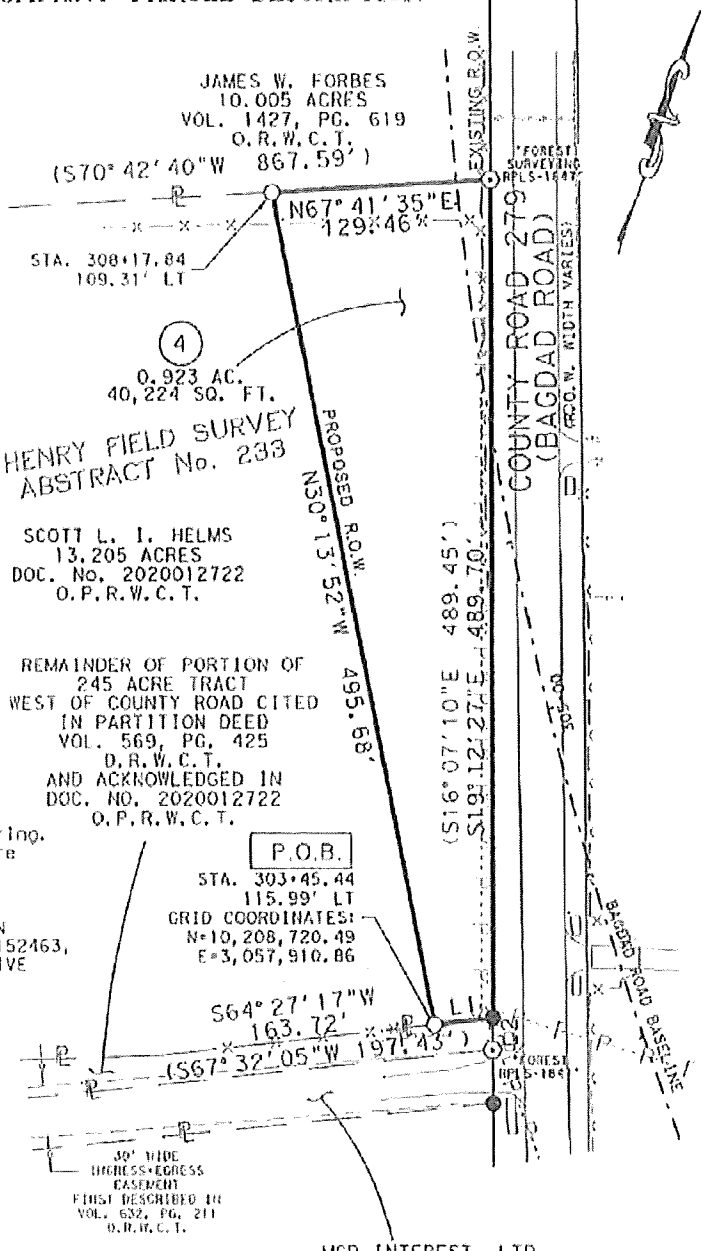


EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
⊙	½" IRON PIPE FOUND UNLESS NOTED
▲	60/D NAIL FOUND IN FENCE POST
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
℄	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS



NO.	DIRECTION	DISTANCE
L1	S64°27'17"W	34.70'
L2	S17°59'39"E	18.83'

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-152463, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 6, 2021, ISSUE DATE AUGUST 17, 2021.

1. RESTRICTIVE COVENANTS: VOLUME 631, PAGE 833 AND VOLUME 642, PAGE 364, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

(1012. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 2014037857, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION. 23 Nov 2021

M. Stephen Truesdale

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

11/04/2021

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

SCOTT L. I. HELMS

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 4
0.923 ACRES
40,224 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 4 & 5-HELMS\PARCEL 4\PARCEL 4-HELMS REV.dgn

Commissioners Court - Regular Session **60.**

Meeting Date: 12/06/2022

Liberty Hill Bypass Possession & Use 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 possession and use agreement with Timothy P. Harlow for right of way needed on the Liberty Hill Bypass project (Parcels 7 & 50). Funding Source: Road Bonds P346

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PUA

PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:48 AM
Form Started By: Charlie Crossfield		Started On: 11/30/2022 04:03 PM
Final Approval Date: 12/01/2022		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 7
COUNTY OF WILLIAMSON	§	Project: Liberty Hill Bypass

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **TIMOTHY P. HARLOW** (the "Grantor" whether one or more), grants to the County, its contractors, agents, and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed Liberty Hill Bypass roadway project and related appurtenances, drainage, and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibit "A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of TEN THOUSAND NINE-HUNDRED EIGHTY-FIVE and 00/100 Dollars ($10,985.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. Grantee will place this Agreement on County's agenda within two business days of County's receipt of an executed copy of this Agreement. Grantee will tender payment of this amount to Grantor or the title company within 14 days of County's approval of this Agreement.

   The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment

for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County within 45 days of the notice.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above is paid to grantor by the County or the title company (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered T-152480, issued September 3, 2021 by Texas National Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record.

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. 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.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date. The parties agree to schedule the special commissioners hearing on a mutually agreeable date during the first Quarter of 2023. The parties further agree that the amount of compensation set forth in this agreement will not be admitted into evidence to the fact finder determining just compensation (the Special Commissioners or thereafter a jury.)

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be

acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the Effective Date. Otherwise, prejudgment and post judgment interest, if any, will be computed and paid as provided by law.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment. County agrees to deposit the amount of the award, less the payment made pursuant to paragraph 2, within 45 days of the special commissioners hearing. County agrees to maintain at least one point of access for Grantor's use during the entire duration of County's Roadway Construction Project, unless otherwise agreed to in writing by Grantor. County acknowledges livestock exist from time to time on the subject property and that Grantor maintains a fence at the subject property's boundaries to contain livestock and prevent their meandering off the subject property. As such, County agrees to notify Grantor 14 days before cutting or removing any portion of Grantor's fence. County agrees to stake the proposed right-of-way line within 14 days of Grantor's request.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions: None.

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: None

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

Timothy P. Harlow

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this the 22 day of November, 2022 by Timothy P. Harlow in the capacity and for the purposes and consideration recited herein.

BETH A. REYNOLDS
Notary Public, State of Texas
Comm. Expires 07-30-2023
Notary ID 11692019

Notary Public, State of Texas
Printed Name: Beth A. Reynolds
My Commission Expires: 07/30/2023

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2022 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

EXHIBIT _A_

County: Williamson
Parcel: 7 – Harlow
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.107 ACRE (4,648 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 2.45 ACRE TRACT OF LAND (TRACT ONE), DESCRIBED IN DEED OF GIFT TO TIMOTHY P. HARLOW RECORDED IN VOLUME 2310, PAGE 506 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.107 ACRE (4,648 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 89.91 feet right of Bagdad Road Baseline Station 305+44.63 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,209,002.08 E=3,057,966.64), being in the southerly boundary line of said 2.45 acre tract, same being the northerly boundary line of that called 15.00 acre tract described in Warranty Deed to Lacie Gene Hale recorded in Document No. 2015014262 of the Official Public Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod found in the northerly boundary line of said 15.00 acre tract, being the southeasterly corner of said 2.45 acre tract, same being the southwesterly corner of that called 3.4 acre tract of land being (Tract Two) of said Volume 2310, Page 506 bears N 75°32'24" E, at a distance of 803.69 feet;

1) **THENCE**, departing said proposed easterly ROW line, with the southerly boundary line of said 2.45 acre tract, being the northerly boundary line of said 15.00 acre tract, **S 75°32'24" W**, for a distance of **56.06** feet, to a 1/2" iron rod found in the existing easterly ROW line of County Road (C.R.) 279 (variable width ROW), being the northwesterly corner of said 15.00 acre tract, for the southwesterly corner of said 2.45 acre tract and the herein described parcel;

2) **THENCE**, departing said 15.00 acre tract, with said existing easterly ROW line, same being the westerly boundary line of said 2.45 acre tract, **N 19°35'49" W**, for a distance of **100.57** feet to a 1/2" iron rod found, being the northwesterly corner of said 2.45 acre tract, same being the southwesterly corner of that called 3.810 acre tract of land described in Deed of Gift to Michael F. Harlow recorded in Volume 2357, Page 904 of the Official Records of Williamson County, Texas, and subsequently being a portion of that called 19.789 acres in Survivorship Deed to Michael Forbes Harlow, Linda Lunsford Harlow, Jeremiah Forbes Harlow and Crystal Eastham Harlow recorded in Document No. 2018091457 of the Official Public Records of Williamson County, Texas, and from which, a 1/2" iron rod found in said existing easterly ROW line, being the northwesterly corner of said 3.810 acre tract, bears N 19°38'53" W, for a distance of 87.41 feet;

3) **THENCE**, departing said existing easterly ROW line, with the southerly boundary line of said 3.810 acre tract, same being the northerly boundary line of said 2.45 acre tract, **N 75°35'38" E**, for a distance of **36.78** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 90.49 feet right of Bagdad Road Baseline Station 306+53.14, in said proposed ROW line, for the northeasterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the southeasterly corner of said 3.810 acre tract, same being an ell corner in the northerly boundary line of said 2.45 acre tract bears N 75°35'38" E, at a distance of 685.15 feet;

4) **THENCE**, departing said 3.810 acre tract, with said proposed easterly ROW line, through the interior of said 2.45 acre tract, **S 30°13'54" E**, for a distance of **104.05** feet to the **POINT OF BEGINNING**, containing 0.107 acres (4,648 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

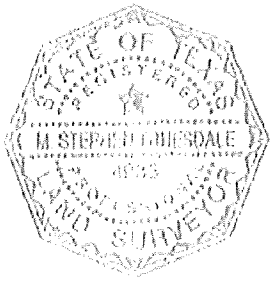
That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 28 FEB 2022

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date



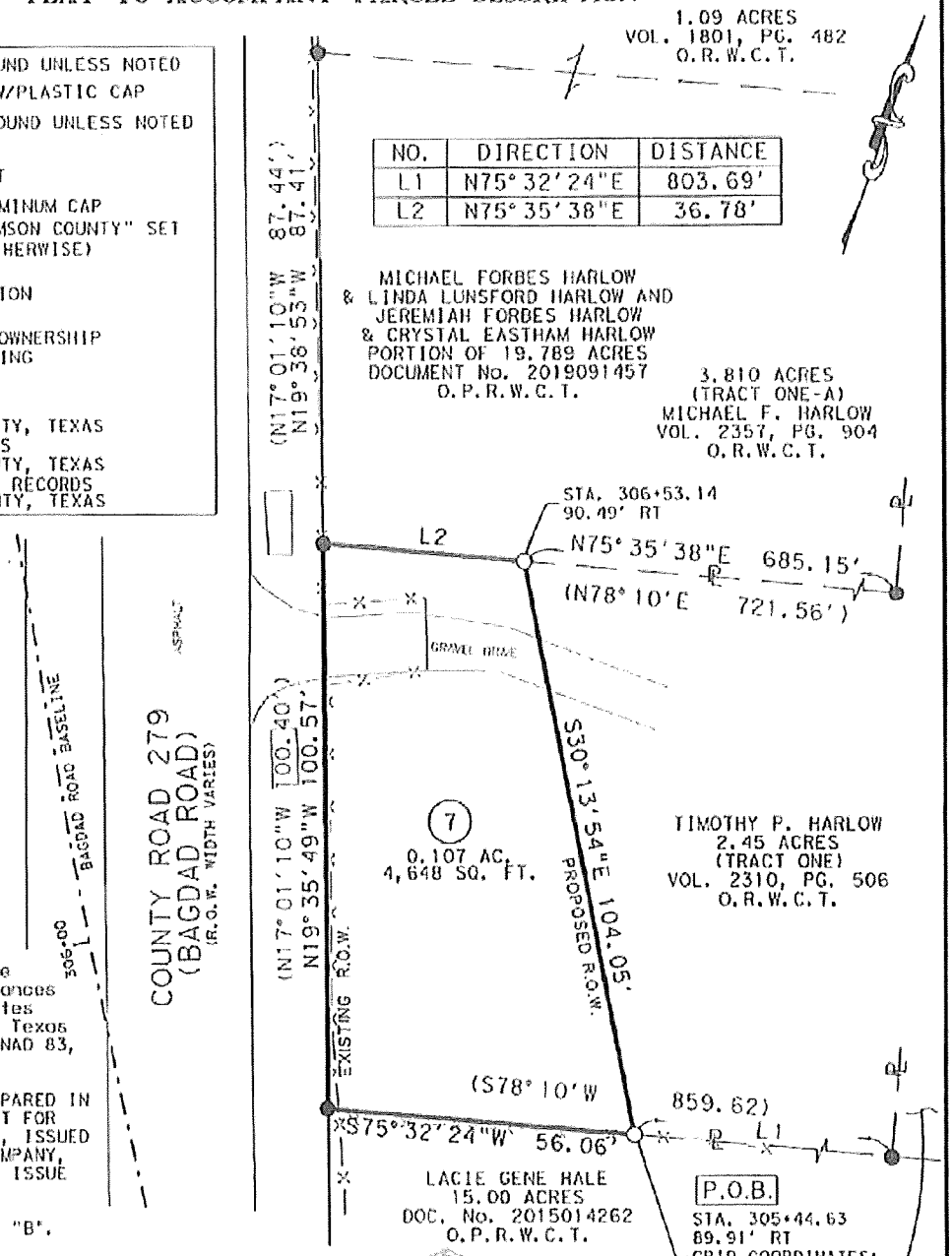
S:_BINKLEY-BARFIELD\BAGDAD ROAD 2020\PARCELS\BAGDAD RD-CR 279-PARCEL 7-HARLOW.doc

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED
⊙	IRON ROD FOUND W/PLASTIC CAP
⊛	½" IRON PIPE FOUND UNLESS NOTED
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
℄	PROPERTY LINE
( )	RECORD INFORMATION
—/—	LINE BREAK
ZZ	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS



1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-152467, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 13, 2021, ISSUE DATE AUGUST 25, 2021.

NO ITEMS TO ADDRESS IN SCHEDULE "B".

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 28 FEB 2022

M. STEPHEN TRUESDALE — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS · REGISTERED · M. STEPHEN TRUESDALE · 4933 · PROFESSIONAL · LAND SURVEYOR

02/22/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

TIMOTHY P. HARLOW

SCALE	PROJECT	COUNTY
1" = 30'	BAGDAD ROAD	WILLIAMSON

PARCEL 7
0.107 ACRES
4,648 Sq. Ft.

S:\BINGLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCELS 2,5,6 & 7-HARLOW\PARCEL 7\PARCEL 7-HARLOW.dgn

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 50
COUNTY OF WILLIAMSON	§	Project: Liberty Hill Bypass

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **TIMOTHY P. HARLOW** (the "Grantor" whether one or more), grants to the County, its contractors, agents, and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed Liberty Hill Bypass roadway project and related appurtenances, drainage, and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibit "A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of SIXTY-THREE THOUSAND THREE HUNDRED NINETY-SEVEN and 00/100 Dollars ($63,397.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. Grantee will place this Agreement on County's agenda within two business days of County's receipt of an executed copy of this Agreement. Grantee will tender payment of this amount to Grantor or the title company within 14 days of County's approval of this Agreement.

   The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment

for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County within 45 days of the notice.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above is paid to grantor by the County or the title company (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered T-152480, issued September 3, 2021 by Texas National Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record.

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. 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.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date. The parties agree to schedule the special commissioners hearing on a mutually agreeable date during the first Quarter of 2023. The parties further agree that the amount of compensation set forth in this agreement will not be admitted into evidence to the fact finder determining just compensation (the Special Commissioners or thereafter a jury.)

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be

acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the Effective Date. Otherwise, prejudgment and post judgment interest, if any, will be computed and paid as provided by law.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment. County agrees to deposit the amount of the award, less the payment made pursuant to paragraph 2, within 45 days of the special commissioners hearing. County agrees to maintain at least one point of access for Grantor's use during the entire duration of County's Roadway Construction Project, unless otherwise agreed to in writing by Grantor. County acknowledges livestock exist from time to time on the subject property and that Grantor maintains a fence at the subject property's boundaries to contain livestock and prevent their meandering off the subject property. As such, County agrees to notify Grantor 14 days before cutting or removing any portion of Grantor's fence. County agrees to stake the proposed right-of-way line within 14 days of Grantor's request.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions: None.

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: None

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

Timothy P. Harlow

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this the 22 day of November, 2022 by Timothy P. Harlow in the capacity and for the purposes and consideration recited herein.

BETH A. REYNOLDS
Notary Public, State of Texas
Comm. Expires 07-30-2023
Notary ID 11692019

Beth A. Reynolds
Notary Public, State of Texas
Printed Name: Beth A Reynolds
My Commission Expires: 07/30/2023

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2022 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

EXHIBIT A

County: Williamson
Parcel: 50 –Harlow
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.378 ACRE (16,472 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 8.02 ACRE TRACT OF LAND DESCRIBED IN DEED OF GIFT TO TIMOTHY P. HARLOW RECORDED IN VOLUME 1572, PAGE 362 (TRACT ONE) OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.378 ACRE (16,472 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 98.19 feet right of Bagdad Road Baseline Station 314+66.15 (Grid Coordinates determined as N=10,209,834.91 E=3,057,627.37), being in the southerly boundary line of said 8.02 acre tract, same being in the northerly boundary line of that 6.32 acre tract of land described in Deed Of Gift to James Patrick Harlow recorded in Volume 1572, Page 365 (Tract One) of the Official Records of Williamson County, Texas, for the southeasterly corner and POINT OF BEGINNING of the herein described parcel;

1) THENCE, departing said proposed easterly ROW line, with said common boundary line, **S 75°36'40" W,** for a distance of **16.51** feet to a 1/2" iron rod found in the existing easterly ROW line of County Road (C.R.) 279 (Bagdad Road) (variable width ROW), being the northwesterly corner of said 6.32 acre tract, same being the southwesterly corner of said 8.02 acre tract, for the southwesterly corner of the herein described parcel;

THENCE, departing said 6.32 acre tract, with said existing easterly ROW line, being the westerly boundary line of said 8.02 acre tract, the following two (2) courses:

2) **N 19°38'16" W,** for a distance of **238.71** feet to a calculated angle point;

3) **N 14°47'53" W,** for a distance of **383.57** feet to a 1/2" iron rod found 115.68 feet right of Bagdad Road Baseline Station 320+83.19, being the northwesterly corner of said 8.02 acre tract, same being an angle point in the westerly boundary line of that called 162.899 acre tract of land partially described in Warranty Deed With Vendor's Lien to J. Patrick Harlow and Lisa M. Harlow recorded in Document No. 1996039594 (Tract 1) of the Official Records of Williamson County, Texas, also being the intersection with said proposed easterly ROW line, for the northerly corner of the herein described parcel;

4) THENCE, departing said existing easterly ROW line, with said proposed easterly ROW line, along the common boundary line of said 8.02 acre tract and said 162.899 acre tract, **S 37°30'25" E,** for a distance of **51.21** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 129.69 feet right of Bagdad Road Baseline Station 320+36.54, for an angle point herein;

THENCE, departing said 162.899 acre tract, with said proposed easterly ROW line, through the interior of said 8.02 acre tract, the following two (2) courses:

5) **S 17°47'05" E,** for a distance of **337.11** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 118.54 feet right of Bagdad Road Baseline Station 317+02.94, for an angle point;

6) **S 14°38'00" E,** for a distance of **237.66** feet to the **POINT OF BEGINNING,** containing 0.378 acres (16,472 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 28 FEB 2022
M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

STATE OF TEXAS
M. STEPHEN TRUESDALE
4933
REGISTERED
PROFESSIONAL
LAND
SURVEYOR

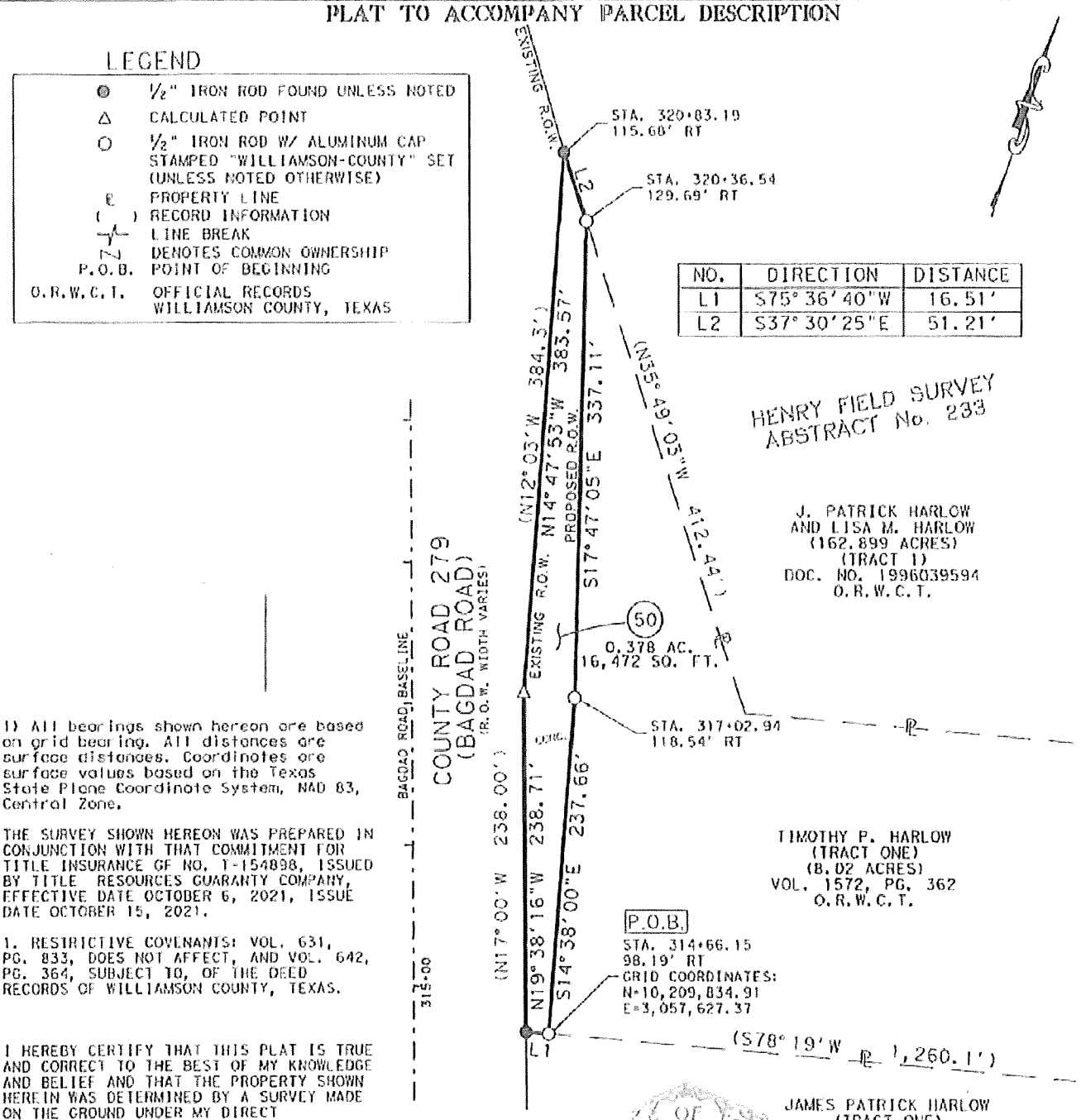
S:_BINKLEY-BARFIELD\BAGDAD ROAD 2020\PARCELS\BAGDAD RD CR 279-PARCEL 50-HARLOW.doc

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON-COUNTY" SET (UNLESS NOTED OTHERWISE)
℄	PROPERTY LINE
( )	RECORD INFORMATION
⌇	LINE BREAK
⟨N⟩	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS



1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-154898, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 6, 2021, ISSUE DATE OCTOBER 15, 2021.

1. RESIRICTIVE COVENANTS: VOL. 631, PG. 833, DOES NOT AFFECT, AND VOL. 642, PG. 364, SUBJECT TO, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale — 28 FEB 2022
DATE

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS — REGISTERED — M. STEPHEN TRUESDALE — 4933 — SURVEYOR

02/21/2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

TIMOTHY P. HARLOW

SCALE		
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 50
0.378 ACRES
16,472 Sq. Ft.

S:\WINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 50-TIM HARLOW\PARCEL 50-TIM-HARLOW.dgn

Commissioners Court - Regular Session **61.**

Meeting Date: 12/06/2022

Liberty Hill Bypass Possession & Use 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 possession and use agreement with Scott Lee Ira Helms for right of way needed on the Liberty Hill Bypass project (Parcel 48). Funding Source: Road Bonds P346

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/01/2022 10:49 AM
Form Started By: Charlie Crossfield		Started On: 11/30/2022 04:05 PM
Final Approval Date: 12/01/2022		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 48
COUNTY OF WILLIAMSON	§	Project: Liberty Hill Bypass

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County" or "Grantee"), and **SCOTT LEE IRA HELMS** (the "Grantor" whether one or more), grants to the County, its contractors, agents, and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed Liberty Hill Bypass roadway project and related appurtenances, drainage, and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibit "A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of TWO HUNDRED EIGHTY-NINE THOUSAND EIGHT HUNDRED EIGHTEEN and 00/100 Dollars ($289,818.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. Grantee will place this Agreement on County's agenda within two business days of County's receipt of an executed copy of this Agreement. Grantee will tender payment of this amount to Grantor or the title company within 14 days of County's approval of this Agreement.

   The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment

for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County within 45 days of the notice.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above is paid to grantor by the County or the title company (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered T-152480, issued September 3, 2021 by Texas National Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record.

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. 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.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date. The parties agree to schedule the special commissioners hearing on a mutually agreeable date during the first Quarter of 2023. The parties further agree that the amount of compensation set forth in this agreement will not be admitted into evidence to the fact finder determining just compensation (the Special Commissioners or thereafter a jury.)

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be

acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the Effective Date. Otherwise, prejudgment and post judgment interest, if any, will be computed and paid as provided by law.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment. County agrees to deposit the amount of the award, less the payment made pursuant to paragraph 2, within 45 days of the special commissioners hearing. County agrees to maintain at least one point of access for Grantor's use during the entire duration of County's Roadway Construction Project, unless otherwise agreed to in writing by Grantor. County acknowledges livestock exist from time to time on the subject property and that Grantor maintains a fence at the subject property's boundaries to contain livestock and prevent their meandering off the subject property. As such, County agrees to notify Grantor 14 days before cutting or removing any portion of Grantor's fence. County agrees to stake the proposed right-of-way line within 14 days of Grantor's request.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions: None.

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: _____

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

Scott Lee Ira Helms

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 15 day of November, 2022 by Scott Lee Ira Helms in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: Naomi Gosnell
My Commission Expires: 09-11-2024

NAOMI GOSNELL
Notary Public, State of Texas
Comm. Expires 09-11-2024
Notary ID 132672883

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2022 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

Exhibit "A"

County: Williamson
Parcel No.: 48ROW
Tax ID: R530461
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

METES AND BOUNDS DESCRIPTION FOR PARCEL 48ROW

FOR A 3.077 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 23.017 ACRE TRACT OF LAND CONVEYED TO SCOTT LEE IRA HELMS, RECORDED IN DOCUMENT NO. 2014043759 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 3.077 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF JULY 2021, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Surface Coordinates: N=10211031.07, E=3058068.84) monumenting the southeast corner of said 23.017 acre Helms tract and the northeast corner of the called 10.005 acre tract of land conveyed to James W. Forbes, recorded in Volume 1427, Page 619 of the Official Records of Williamson County, Texas, same being on the west right-of-way line of County Road 279, being 652.87 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 469+71.35, for the southeast corner and **POINT OF BEGINNING** hereof, from which a 1/2" iron rod found monumenting the southwest corner of the called 6.32 acre tract of land conveyed to James Patrick Harlow, recorded in Volume 1572, Page 365 of the Official Records of Williamson County, Texas, same being on the east right-of-way line of said County Road 279, bears N 84°24'54" E for a distance of 50.89 feet;

THENCE, **S 67°41'56" W** with the south boundary line of said 23.017 acre Helms tract and the north boundary line of said 10.005 acre Forbes tract, for a distance of **141.47 feet** to an iron rod set with aluminum cap marked "Williamson County", being 683.68 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+41.18, for the southeast corner hereof, from which a 60D nail found monumenting the southwest corner of said 23.017 acre Helms tract, bears S 67°41'56" W passing at a distance of 1033.48 feet an iron rod found with cap marked (Forest) 0.08' south of this line, in all a total distance of 1225.54 feet;

THENCE, through the interior of said 23.017 acre Helms tract, the following six (6) courses and distances:

County: Williamson
Parcel No.: 48ROW
Tax ID: R530461
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

1. **N 20°20'18" W** for a distance of **11.67 feet** to an iron rod set with aluminum cap marked "Williamson County", being 672.23 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+39.09;

2. **N 70°42'40" E** for a distance of **2.43 feet** to an iron rod set with aluminum cap marked "Williamson County", being 671.81 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+41.35;

3. **N 19°25'13" W** for a distance of **480.69 feet** to an iron rod set with aluminum cap marked "Williamson County", being 198.79 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 467+59.05;

4. **N 59°19'24" W** for a distance of **76.74 feet** to an iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 467+00.74;

5. With a curve to the right an arc length of **200.51 feet**, said curve having a radius of **11150.00 feet**, a delta angle of **1°01'49"** and a chord which bears **S 81°51'53" W** for a distance of **200.50 feet** to a PK nail set in the base of a tree, being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's PC Station 465+02.93;

6. **S 82°22'48" W** for a distance of **31.05 feet** to an iron rod set with aluminum cap marked "Williamson County", on the north boundary line of said 23.017 acre Helms tract and the south boundary line of the called 54.068 acre tract of land (Tract 2) conveyed to J. Patrick Harlow and Lisa M. Harlow, Husband and Wife, recorded in Document No. 9639594 of the Official Records of Williamson County, Texas, being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 464+71.89, for the northwest corner hereof, from which a 60D nail found monumenting an angle point on said north boundary line of the 23.017 acre Helms tract and said south boundary line of the 54.068 acre Harlow tract, bears S 42°06'16" W for a distance of 151.32 feet;

County: Williamson
Parcel No.: 48ROW
Tax ID: R530461
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

THENCE, with said north boundary line of the 23.017 acre Helms tract and said south boundary line of the 54.068 acre Harlow tract, the following two (2) courses and distances:

1. **N 42°06'16" E** for a distance of **21.95 feet** to a 60D nail found, being 135.81 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 464+88.64;

2. **N 42°35'15" E** for a distance of **428.27 feet** to an iron rod set with aluminum cap marked "Williamson County", on the northeast corner of said 23.017 acre Helms tract, the southeast corner of said 54.068 acre Harlow tract, the northwest corner of the called 0.06 acre tract of land conveyed to Williamson County, Texas, recorded in Volume 1988, Page 638 of the Official Records of Williamson County, Texas and the southwest corner of the called 0.015 acre tract of land conveyed to Williamson County, Texas, recorded in Volume 1987, Page 644 of the Official Records of Williamson County, Texas, same being on said west right-of-way line of County Road 279, being 133.73 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+21.62, for the northeast corner hereof, from which a 1/2" iron rod found monumenting the north corner of said 0.015 acre Williamson County, Texas tract, same being on an angle point in the east boundary line of said 54.068 acre Harlow tract and said west right-of-way line of County Road 279, bears N 22°24'21" W for a distance of 79.83 feet;

THENCE, **S 22°24'21" E** with the east boundary line of said 23.017 acre Helms tract, the west boundary line of said 0.06 acre Williamson County, Texas tract and said west right-of-way line of County Road 279, for a distance of **331.01 feet** to a 1/2" iron rod found monumenting the south corner of said 0.06 acre Williamson County, Texas tract, being 188.89 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+95.52;

THENCE, with said east boundary line of the 23.017 acre Helms tract and said west right-of-way line of County Road 279, the following three (3) courses and distances:

1. **S 19°26'15" E** for a distance of **198.96 feet** to a calculated point, being 385.02 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 469+28.15;

County: Williamson
Parcel No.: 48ROW
Tax ID: R530461
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

2. **S 19°23'37" E** for a distance of **103.43 feet** to a 60D nail found, being 487.03 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 469+44.60;

3. **S 19°37'05" E** for a distance of **168.21 feet** to the **POINT OF BEGINNING** hereof and containing 3.077 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

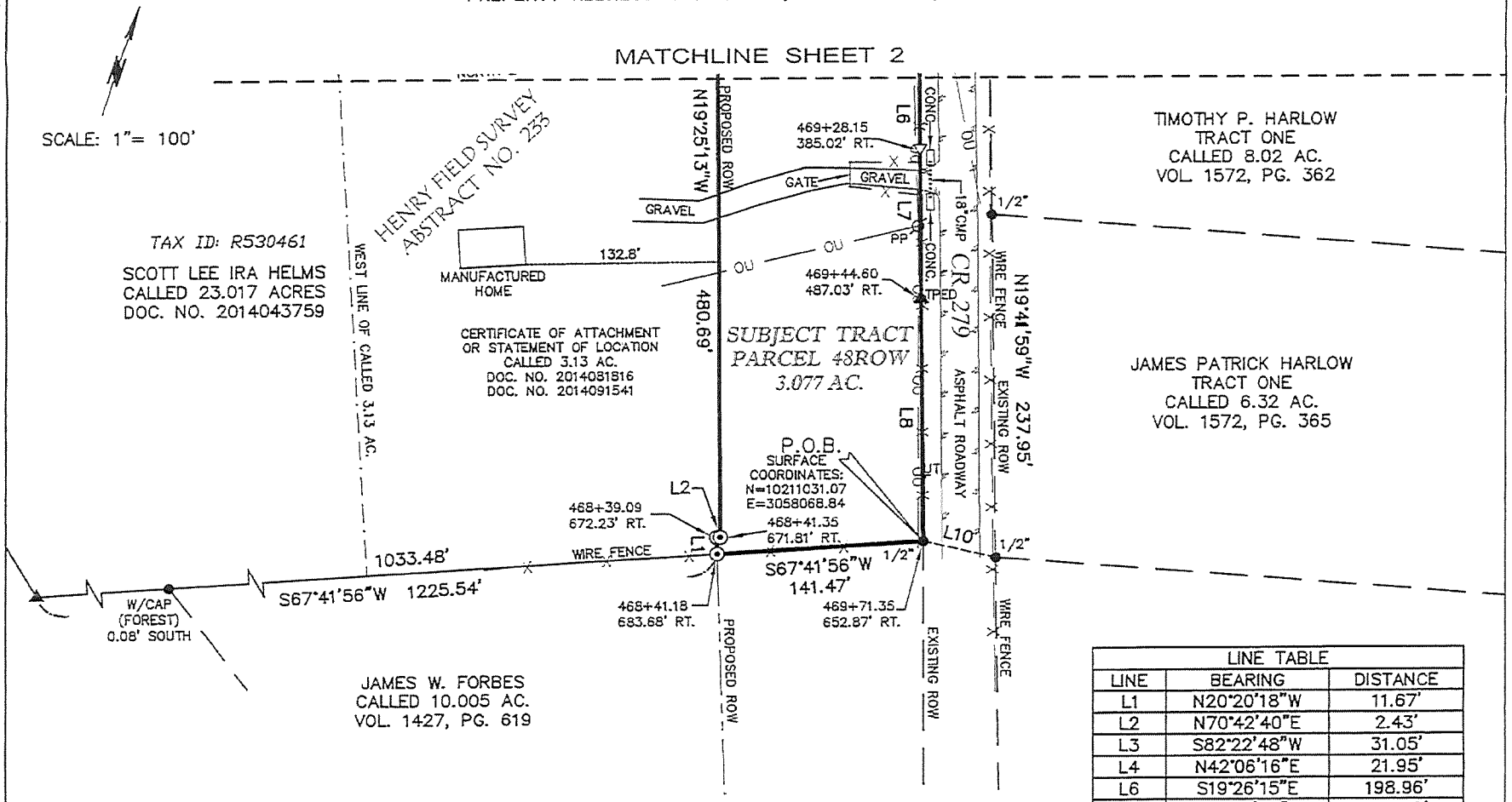
JULY 19, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Z:\WILLIAMSON COUNTY PSA PROJECTS_2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 48 ROW HELMS\PARCEL 48ROW N SH 29 BYPASS LH LTS M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 3.077 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 23.017 ACRE TRACT OF LAND CONVEYED TO SCOTT LEE IRA HELMS, RECORDED IN DOCUMENT NO. 2014043759 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 880 CR 279, LIBERTY HILL, TX 78642



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N20°20'18"W	11.67'
L2	N70°42'40"E	2.43'
L3	S82°22'48"W	31.05'
L4	N42°06'16"E	21.95'
L6	S19°26'15"E	198.96'
L7	S19°23'37"E	103.43'
L8	S19°37'05"E	168.21'
L9	N22°24'21"W	79.83'
L10	N84°24'54"E	50.89'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	11150.00'	200.51'	1°01'49"	S81°51'53"W	200.50'

PARCEL 48ROW
SHEET 1 OF 4

DIAMOND SURVEYING, INC.
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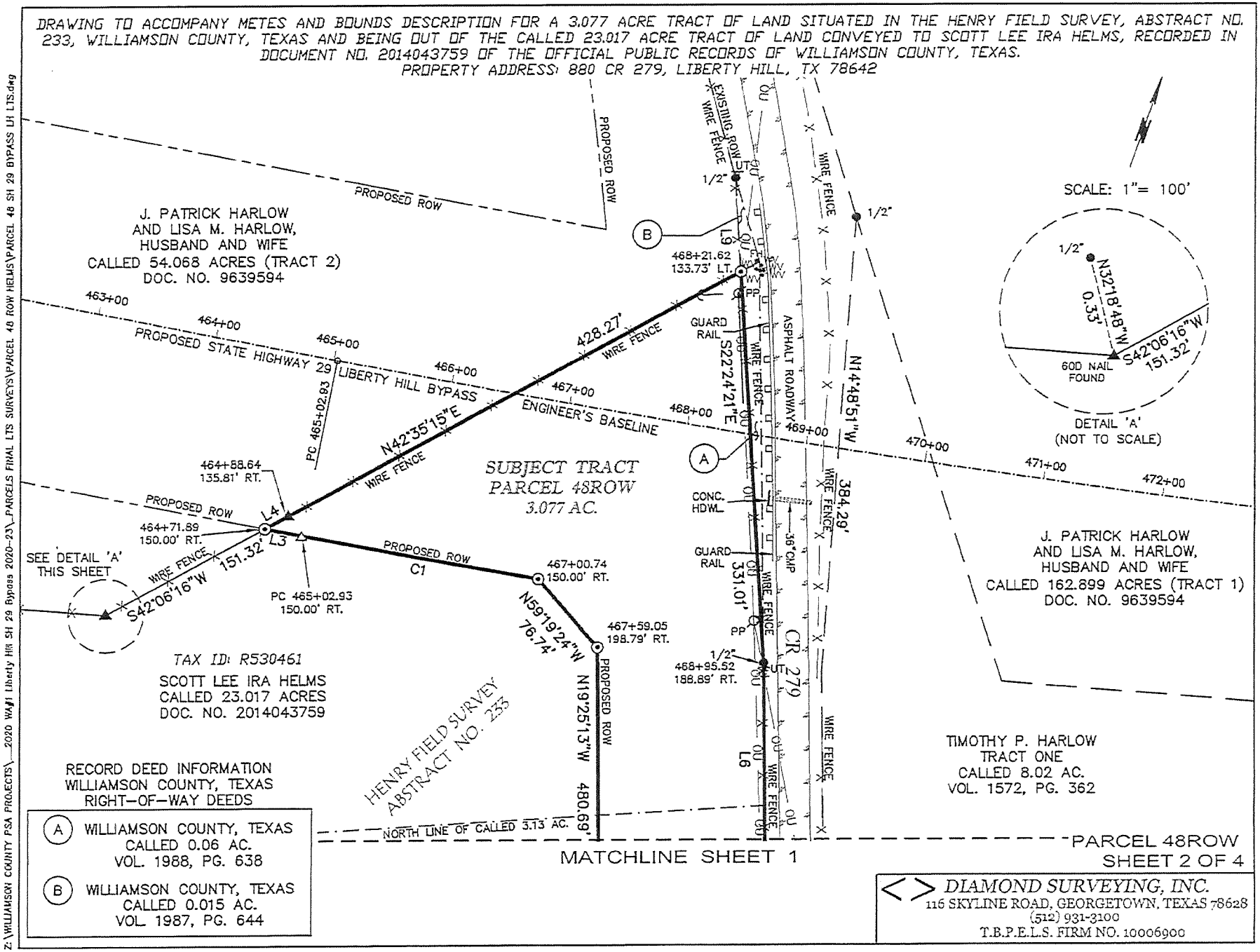
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS_2020 WAY Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 48 ROW HELMS\PARCEL 48 SH 29 BYPASS LH LTS.dwg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PROPERTY ADDRESS: 880 CR 279, LIBERTY HILL, TX 78642
SCALE: 1"= 100'
J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE CALLED 54.068 ACRES (TRACT 2) DOC. NO. 9639594
PROPOSED ROW
PROPOSED STATE HIGHWAY 29 LIBERTY HILL BYPASS
ENGINEER'S BASELINE
463+00
464+00
465+00
466+00
467+00
468+00
469+00
470+00
471+00
472+00
PC 465+02.93
N42°35'15"E
428.27'
WIRE FENCE
SUBJECT TRACT
PARCEL 48ROW
3.077 AC.
464+88.64
135.81' RT.
464+71.89
150.00' RT.
L4
L3
C1
PC 465+02.93
150.00' RT.
467+00.74
150.00' RT.
467+59.05
198.79' RT.
N59°19'24"W
76.74'
N19°25'13"W
480.69'
S42°06'16"W
151.32'
SEE DETAIL 'A' THIS SHEET
TAX ID: R530461
SCOTT LEE IRA HELMS
CALLED 23.017 ACRES
DOC. NO. 2014043759
HENRY FIELD SURVEY
ABSTRACT NO. 233
NORTH LINE OF CALLED 3.13 AC.
EXISTING ROW
WIRE FENCE
1/2"
468+21.62
133.73' LT.
L9
GUARD RAIL
S22°24'21"E
331.01'
ASPHALT ROADWAY
N14°48'51"W
384.29'
CONC. HDWL.
36" CMP
GUARD RAIL
468+95.52
188.89' RT.
L6
CR 279
DETAIL 'A'
(NOT TO SCALE)
N32°18'48"W
0.33'
60D NAIL FOUND
S42°06'16"W
151.32'
J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE CALLED 162.899 ACRES (TRACT 1) DOC. NO. 9639594
TIMOTHY P. HARLOW
TRACT ONE
CALLED 8.02 AC.
VOL. 1572, PG. 362
RECORD DEED INFORMATION
WILLIAMSON COUNTY, TEXAS
RIGHT-OF-WAY DEEDS
A WILLIAMSON COUNTY, TEXAS CALLED 0.06 AC. VOL. 1988, PG. 638
B WILLIAMSON COUNTY, TEXAS CALLED 0.015 AC. VOL. 1987, PG. 644
MATCHLINE SHEET 1
PARCEL 48ROW
SHEET 2 OF 4
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900
Z:\WILLIAMSON COUNTY PSA PROJECTS_2020 Way\ Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 48 ROW HELMS\PARCEL 48 SH 29 BYPASS LH LTS.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 3.077 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 23.017 ACRE TRACT OF LAND CONVEYED TO SCOTT LEE IRA HELMS, RECORDED IN DOCUMENT NO. 2014043759 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 880 CR 279, LIBERTY HILL, TX 78642

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, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

LEGEND

●	IRON ROD FOUND
▲	60D NAIL FOUND
⊙	IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
△	PK NAIL SET IN BASE OF TREE
▽	CALCULATED POINT
UT	UNDERGROUND TELEPHONE MARKER
TPED	TELEPHONE PEDESTAL
WV	WATER VALVE
FH	FIRE HYDRANT
PP	POWER POLE
	DOWN GUY
X X	WIRE FENCE
OU	OVERHEAD UTILITY LINE
	EDGE OF PAVEMENT
	GUARD RAIL
	RIGHT-OF-WAY DEED LINE
	ENGINEER'S BASELINE
CONC.	CONCRETE
HDWL.	HEADWALL
CMP	CORRUGATED METAL PIPE
ROW	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING

DIAMOND SURVEYING, INC.
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Z:\WILLIAMSON COUNTY PSA PROJECTS_2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 48 ROW HELMS\PARCEL 48 SH 29 BYPASS LH LTS.dwg

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TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B, Commitment for Title Insurance T-7, GF No. T-149547, issued by Title Resources Guaranty Company, which bears an Effective Date June 18, 2021 and an Issued Date of July 1, 2021 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

The following restrictive covenants of record Volume 631, Page 833 and Volume 642, Page 364, Deed Records, Williamson County, Texas. The subject tract is a part of the properties described in said instrument.

10.1. Ingress and egress easement, as described in Volume 632, Page 111, Deed Records, Williamson County, Texas. Is not a part of the subject tract.

10.2. Electric distribution line easement granted to Pedernales Electric Cooperative, Inc., as described in Document No. 2014037857, Official Public Records, Williamson County, Texas. Maybe a portion of the subject tract, however, unable to determine the location of said easement due to vague description. Said instrument states: "Easement and right-of-way herein shall be a strip of land ten (10') feet in width that being five (5.0') feet on each side of the centerline for the entire length of the power line and guys as needed for the construction of the said distribution power line on the Grantors property."

10.4. Certificate of Attachment or Statement of Location recorded in Document No. 2014081816, Official Public Records, Williamson County, Texas. (located on a 3.13 acre portion of the 23.017 acre parent tract; proposed ROW tract includes a portion of the 3.13 acre tract). The subject tract is a part of the 3.13 acre tract of land described in said instrument. The 3.13 acre tract is shown hereon.

10.5. Certificate of Attachment or Statement of Location recorded in Document No. 2014091541, Official Public Records, Williamson County, Texas. (located on a 3.13 acre portion of the 23.017 acre parent tract; proposed ROW tract includes a portion of the 3.13 acre tract). The subject tract is a part of the 3.13 acre tract of land described in said instrument. The 3.13 acre tract is shown hereon.

To: Williamson County, Texas, Title Resources Guaranty Company and Texas National Title, Inc., 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 July 15, 2021. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 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.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

JULY 19, 2021
SHANE SHAFER, R.P.L.S. NO. 5281 — DATE

PARCEL 48ROW
SHEET 4 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
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Meeting Date: 12/06/2022
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 CR 255.
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	12/01/2022 10:49 AM
Form Started By: Charlie Crossfield		Started On: 11/30/2022 04:07 PM
Final Approval Date: 12/01/2022		

Commissioners Court - Regular Session **63.**

Meeting Date: 12/06/2022

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
Business prospect(s) that may locate or expand within Williamson County.

a) Project Red Hot Chili Pepper
b) Project Flex Power
c) Project Pearson Ranch
d) Project Fittipaldi
e) Project Venture
f) Project 007
g) Project Acropolis
h) Project Crystal Lagoon
i) Project Phantom
j) Project World
k) Project Mellencamp

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
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