NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
December 20, 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 – 42)

3. Discuss, consider and take appropriate action on a line item transfer for Non-Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Contingencies	$2,050.13
To	0100-0409-003312	Justice Benefits	$2,050.13

4. Discuss, consider and take appropriate action on a line item transfer for the Child Welfare budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0645-003305	Child Welfare/Clothing	$1,300.00
TO	0100-0645-004109	Child Welfare/Special Needs	$1,300.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles > $5,000	$3,000.00
To	0100-0540-003901	Publications/Books	$3,000.00

6. 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.

7. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) 2015 Chevrolet Silverado Vin #5745, pursuant to Tx. Local Gov't Code 263.152.

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

9. Discuss, consider and take appropriate action approving an agreement for the collection of delinquent property taxes between McCreary, Veselka, Bragg & Allen, P.C. and Williamson County pursuant to Section 6.30 of the Texas Tax Code; 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); and authorize the County Judge to sign all related documentation.

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

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

12. Discuss, consider and take appropriate action on the re-appointments of the following for a two-year term beginning January 1, 2023, and ending on December 31st, 2024:
Adam Bryant – President, Emergency Services District (ESD) 1 Board of Commissioners, Jollyville Fire Department (has served since 2006)
Mack Sherrod – Treasurer, ESD 1 (has served since 2009)
Alan McNeil – Asst. Secretary/Treasurer, ESD 1 (has served since 2020)
Jason Willis – President, ESD 11, Shenandoah (has served since 2018)
George Hill – Secretary, ESD 11 (has served since 2018)
Brian Brunson – Vice Treasurer, ESD 11 (has served since 2020)

13. Discuss, consider and take appropriate action on reappointing Thomas Nanninga to ESD #2 board with the term to commence January 1, 2023 and continue until December 31, 2024.

14. Discuss, consider and take appropriate action on reappointing Jordan Baltazor to ESD #2 board with the term to commence January 1, 2023 and continue until December 31, 2024.

15. Discuss, consider and take appropriate action on reappointing Keith Couch to ESD #7 board with the term to commence January 1, 2023 and continue until December 31, 2024.

16. Discuss, consider and take appropriate action on reappointing Laura Anderson to ESD #7 board with the term to commence on January 1, 2023 and continue until December 31, 2024.

17. Discuss, consider and take appropriate action on appointing Darrel Warren to ESD #7 board with the term to commence on January 1, 2023 and continue until December 31, 2024.

18. Discuss, consider and take appropriate action on reappointing Bobby Bunte to ESD #8 board with the term to commence January 1, 2023 and continue until December 31, 2024.

19. Discuss, consider and take appropriate action on appointing Greg Eady to ESD #8 board to replace Lisa Birkman with the term to commence on January 1, 2023 and continue until December 31, 2024.

20. Discuss, consider and take appropriate action on reappointing Alan Forster to ESD #9 board with the term to commence January 1, 2023 and continue until December 31, 2024.

21. Discuss, consider and take appropriate action on reappointing Michael Garcia to ESD #9 board with the term to commence on January 1, 2023 and continue until December 31, 2024.

22. Discuss, consider and take appropriate action on reappointing David Glenn to ESD #9 board with the term to commence on January 1, 2023 and continue until December 31, 2024.

23. Discuss, consider and take appropriate action on re-appointment of Butch Miller of the Emergency Services District Hutto (ESD) #3 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31, 2024.

24. Discuss, consider and take appropriate action on re-appointment of Dan Hejl of the Hutto Emergency Services District (ESD) #3 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31, 2024.

25. Discuss, consider and take appropriate action on re-appointment of Ann Cano of the Hutto Emergency Services District (ESD) #3 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31, 2024.

26. Discuss, consider and take appropriate action on reappointing Susie Fontenot as President of the Wier Emergency Services District (ESD) #6 Board of Directors for a two-year term beginning January 1, 2023 and ending on December 31, 2024.

27. Discuss, consider and take appropriate action on re-appointment of Mike Keller as Treasurer of the Emergency Services District (ESD) #6 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31, 2024.

28. Discuss, consider and take appropriate action on re-appointment of Robert Avant of the Coupland Emergency Services District (ESD) #10 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31, 2024

29. Discuss, consider and take appropriate action on re-appointment of Mike Rinderknecht of the Coupland Emergency Services District (ESD) #10 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31, 2024

30. Discuss, consider, and take appropriate action to adopt a Williamson County Non-Liability Damage Claim Settlement and Release Authority Policy.

31. Discuss, consider and take appropriate action on approving a three-month contract extension with Accelerated Card Company, LLC dba Certified Payments in order to allow additional time for the department to complete evaluations on the three vendor submittals to RFP #22RFP150.

32. Discuss, consider and take appropriate action on approving agreement #202393 between Williamson County and Brycomm, LLC for aerial construction, pole replacement, and fiber splicing in the amount of $21,713.27, pursuant to DIR Cooperative Contract #DIR-CPO-4777, and authorizing execution of the agreement.

33. Discuss, consider, and take appropriate action on awarding the Design and Engineering Services for the North Jail Roof Replacement Project under RFQ #21RFSQ2 to Reliance Architecture, LLC in the amount of $31,200.00 and authorize execution of the agreement.

34. Discuss, consider, and take appropriate action on approving agreement #202368 for Flooring and Related Services with Flooring Solutions, Inc., an authorized Shaw dealer, for the replacement of flooring in four areas of the Williamson County Jail, 306 W 4th St., Georgetown, TX 78626 in the not-to-exceed amount of $19,046.00 pursuant to cooperative Sourcewell contracts #080819-SII and #080819-TFU and authorizing the purchase.

35. Discuss, consider and take appropriate action on Vaughn Construction, Change Order No. 7 for the Williamson County Children's Advocacy Center Addition Project (P530) in the amount of $48, 232.00. Funding Source is P530.

36. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for County Road Seal Coat FY23 for Road and Bridge, under IFB #23IFB22.

37. Discuss, consider, and take appropriate action on approving the purchase of six (6) Class A CDL Training classes via the CDL Elite Program from Good Roby LLC #202394 for the Road and Bridge Department in the amount of $21,300.00 and authorizing the agreement.

38. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Ronald Reagan Blvd. at Elizabeth Park Blvd. Temporary Signals, under IFB #23IFB21. Funding Source is P336.

39. Discuss, consider, and take appropriate action on approval of the MS4 Stormwater Annual Report.

40. Discuss, consider and take appropriate action on Supplemental Work Authorization No 5 to Work Authorization No 1 under Williamson County Contract between Diamond Surveying, Inc and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. This supplemental is to increase the maximum amount payable to $220,000.00. Funding source: 01.0200.0210.004150.

41. Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 1 under Williamson County Contract between Surveying And Mapping and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. This supplemental is to increase the maximum amount payable to $115,000.00. Funding source: 01.0200.0210.004150.

42. Discuss, consider and take appropriate action on approval of the final plat for the King Rea Spur-Smith Subdivision – Precinct 2.

REGULAR AGENDA

43. Hear a presentation of two Master Gardener recognized as Emeritae for their wonderful contributions to the Williamson County Master Gardener program, and hear an annual report of Extension horticulture programming.

44. 09:30 AM - Hold Public Hearing regarding setting the rate associated with the 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 & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

45. Discuss, consider and take appropriate action on setting the rate associated with the 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 & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

46. Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and City of Bartlett for Infrastructure Improvements to the Pietzsch Wastewater Upgrade Project serving the community for reimbursement under The American Rescue Plan Act (ARPA).

47. Discuss and take appropriate action on the Community Development Block Grant program's 2021 Consolidated Annual Performance and Evaluation Report (CAPER).

48. Discuss, consider, and take appropriate action on awarding RFP #22RFP73, Third Party Administrator for Medical, Dental, and Vision Programs, to the best proposer, United Healthcare Services, Inc.

49. Discuss, consider, and take appropriate action on approving Amendment #6 for Third Party Administrator for Self Funded Benefits, with United Healthcare Insurance Company, for term beginning effective January 1, 2023 through December 31, 2023, and authorizing the execution of Amendment #6, for the same terms and conditions as the existing contract under Group Policy No. GA-911463AL, awarded through RFP #22RFP73.

50. Discuss, consider and take appropriate action on authorizing the approval of Amendment #4 for Stop Loss Insurance with the provider United Healthcare Insurance Company for the term of January 1, 2023 through December 31, 2023, which incorporates the plan changes, designs, plan rates, revenue and expenses that were approved by the Williamson County Benefits Committee and authorizing the execution of the amendment.

51. Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to apply for the Texas Department of Transportation (TXDOT) FY2024 Selective Traffic Enforcement Program (STEP) Comprehensive Grant.

52. Discuss, consider, and take appropriate action to approve the purchase of Emergency Communications Console Modernization from Russ Bassett Corporation for the total not-to-exceed amount of $699,719.00, pursuant to HGAC contract EC07-20, and authorizing the execution of the agreement.

53. Discuss, consider, and take appropriate action on authorizing the agreement for the construction of the Sheriff’s Office Training Center Perimeter Concrete Wall to G2 Construction Services, Inc. in the amount of $175,000.00, pursuant to TIPS Contract 211001 and authorize the execution of the agreement. Funding Source is P573.

54. Receive the December 2022 Construction Summary Report and PowerPoint Presentation.

55. Discuss, consider and take appropriate action on awarding RFQ #23RFSQ147 On-Call Materials and Geotechnical Engineering Services to the overall most qualified respondents ARIAS, Atlas Technical Consultants, LLC, B2Z Engineering, LLC, Kleinfelder, Inc., Raba Kistner, Inc., and Rodriguez Engineering Laboratories, LLC and authorizing execution of the agreements.

56. Discuss, consider and take appropriate action on awarding RFQ #23RFSQ147 On-Call Materials and Geotechnical Engineering Services to the overall most qualified respondents ARIAS, Atlas Technical Consultants, LLC, B2Z Engineering, LLC, Kleinfelder, Inc., Raba Kistner, Inc., and Rodriguez Engineering Laboratories, LLC and authorizing execution of the agreements.

57. Discuss, consider, and take appropriate action on approving a 2019 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to transfer $10,900,000 from P390 (CR 401/CR 404) Improvements to P619 (Future County Road, FM973 to CR 404) and $100,000 from (P373 Coupland Street Project) to P620 ((FM 973 at Taylor High School) and to change the name of P389 from CR 402 Improvements to CR Improvements and Paving (CR 401,CR 402, CR 404).

58. Discuss, consider, and take appropriate action on awarding IFB #22IFB151 Tree Limb Chipping Services to the lowest and best bidder, RHB Construction, Inc., in the not-to-exceed amount of $200,000.00, and authorizing the execution of the agreement.

59. Discuss, consider and take appropriate action on Contract Amendment No. 5 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant– Construction Management/Inspection Services.

60. Discuss, consider and take appropriate action on Contract Amendment No. 6 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant – Construction Management/Inspection Services for Williamson County Road and Bridge Department Projects.

61. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of ($2,878.00) for Project 22IFB96 CR 404 Hutto Water Line HDPE Pipe (Austin Underground, Inc.) P: 390 Funding Source: Road Bond.

62. Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of ($727,246.14) for Project 2138 CR 101 Reconstruction (James Construction Group) P: 269 Funding Source: Road Bond.

63. Discuss, consider, and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $100,000 from P238 (Ronald Reagan Blvd. Extension) to P237 (DB Woods at SH29), $200,000 from P224 (North Mays Extension) to P270 (Great Oaks at Brushy Creek Bridge), $200,000 from P271 (Seward Junction Southeast) to P261 (CR 110 Middle).

64. Discuss, consider, and take appropriate action on approving a LTP transfer per Mike Weaver, Road Bond Manager, to move $2,000,000 from P457 (LTP ROW) to P621 (Long Range Transportation Plan Update).

65. Discuss, consider, and take appropriate action on awarding IFB #23IFB13 Bud Stockton Extension to the lowest and best bidder, Cash Construction, in the not-to-exceed amount of $5,917,275.00. Funding Source is P307.

66. Discuss, consider and take appropriate action to name a new location roadway in Precinct 4 between FM 3349 and FM 973 as Samsung Highway.

67. Discuss, consider and take appropriate action on a real estate contract with Barry and Barbara Cryer to acquire 1.754 AC for right of way and 0.178 AC for a utility easement needed on the Bud Stockton project (Parcel 5). Funding Source: Road Bonds P307

68. Discuss, consider and take appropriate action on a Development Agreement with NW Wilco, LLC to acquire 2.306 acres (Parcel 2) and 2.442 acres (Parcel 3) of right of way needed on the Bud Stockton project. Funding Source: Road Bonds P307

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)."

69. 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.

70. 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
l) Project Corgi

71. 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. 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
2. 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
3. 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
4. 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
5. 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
6. 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
7. 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
8. 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
9. 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
10. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
11. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
12. 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
13. Cause No. 22-2067-C395; Chauncy Williams v. Williamson County Attorney's Office Victim Services Division, et al.; In the 395th Judicial District Court of Williamson County, Texas
14. 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
15. 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
16. 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
17. 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
18. 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
19. 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.
7. Legal matters relating to proposed Hutto TIRZ #3.

72. 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).

73. 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).

74. 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)

75. Discuss and take appropriate action concerning economic development.

76. Discuss and take appropriate action concerning real estate.

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

a. General:

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.

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10. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
11. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
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16. 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
17. 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

18. 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

19. 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:

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2. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
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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.
7. Legal matters relating to proposed Hutto TIRZ #3.

78. 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.

79. Comments from Commissioners.

80. 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 16th 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: 12/20/2022

Line Item Transfer

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Non-Departmental.

Background

The budget for SCAAP has to be submitted prior to receiving the actual invoice. Although we conservatively estimated the amount that would be required, we are under by $2,050.13. This transfer will facilitate payment of the FY23 invoice.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Contingencies	$2,050.13
To	0100-0409-003312	Justice Benefits	$2,050.13

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	12/14/2022 08:51 AM
Budget Office	Saira Hernandez	12/14/2022 09:00 AM
Form Started By: Andrea Schiele		Started On: 12/13/2022 08:00 PM
Final Approval Date: 12/14/2022		

Commissioners Court - Regular Session **4.**

Meeting Date: 12/20/2022

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 Child Welfare budget.

Background

An invoice has been submitted for a special needs item which exceeded the budgeted amount. This transfer will cover the insufficient funds and allow payment of such invoice.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0645-003305	Child Welfare/Clothing	$1,300.00
TO	0100-0645-004109	Child Welfare/Special Needs	$1,300.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2022 02:19 PM
Form Started By: Ashlie Holladay		Started On: 12/09/2022 10:28 AM
Final Approval Date: 12/09/2022		

Commissioners Court - Regular Session **5.**

Meeting Date: 12/20/2022

LIT

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

Transfer to facilitate the purchase of books for EMS stations.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles > $5,000	$3,000.00
To	0100-0540-003901	Publications/Books	$3,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2022 02:20 PM
Budget Office	Saira Hernandez	12/14/2022 09:00 AM
Form Started By: Michael Knipstein		Started On: 12/09/2022 12:44 PM
Final Approval Date: 12/14/2022		

Commissioners Court - Regular Session **6.**

Meeting Date: 12/20/2022

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 Stipend

Bilingual LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	12/15/2022 09:41 AM
County Judge Exec Asst.	Becky Pruitt	12/15/2022 10:13 AM
Form Started By: Kayla Marek		Started On: 12/15/2022 08:36 AM
Final Approval Date: 12/15/2022		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
County Attorney	CA Criminal Prosecutor II.0034.001100.	16261	$84,006.52	$2,520.18	3.00	$86,526.70	-	MERIT	6-Jan-23
County Attorney	CA Legal Asst I.0014.001100.	16216	$42,003.25	$1,260.11	3.00	$43,263.36	-	MERIT	23-Dec-22
County Attorney	Mental Health/Spec Ct Dir.2029.001100.	15745	$106,061.54	$3,181.88	3.00	$109,243.42	-	MERIT	6-Jan-23
County Attorney	CA Appellate Director.1802.001100.	13818	$104,110.24	$3,123.38	3.00	$107,233.62	-	MERIT	20-Jan-23
County Attorney	CA Evidence Tech.0023.001100.	13683	$53,174.47	$1,595.24	3.00	$54,769.71	-	MERIT	23-Dec-22
County Attorney	CA Intake Prosecutor.1633.001100.	15991	$76,098.10	$2,283.06	3.00	$78,381.16	-	MERIT	23-Dec-22
County Attorney	CA Legal Assistant.0018.001100.	14529	$46,360.39	$1,390.81	3.00	$47,751.20	-	MERIT	23-Dec-22
County Attorney	CA Evidence Tech II.0025.001100.Y	15616	$59,022.12	$1,770.66	3.00	$60,792.78	-	MERIT	23-Dec-22
County Attorney	CA Criminal Prosecutor II.0033.001100.	15902	$84,006.52	$2,520.18	3.00	$86,526.70	-	MERIT	23-Dec-22
County Attorney	CA Evidence Tech.0024.001100.	14719	$53,784.60	$1,613.54	3.00	$55,398.14	-	MERIT	23-Dec-22
District Clerk	Deputy District Clerk.0757.001100.	13851	$45,103.24	$1,353.10	3.00	$46,456.34	-	MERIT	23-Dec-22
Juvenile Services	Juv Supervision Offcr I.1740.001100.	16095	$44,141.70	$1,765.67	4.00	$45,907.37	-	MERIT	23-Dec-22
Juvenile Services	Juv Supervision Offcr I.1115.001100.	15817	$44,141.70	$1,765.67	4.00	$45,907.37	-	MERIT	23-Dec-22
Juvenile Services	Juv Probation Officer I.1152.001100.	15586	$50,100.96	$1,503.03	3.00	$51,603.99	-	MERIT	23-Dec-22
Juvenile Services	Juv Facility Supervisor.1139.001100.	15300	$55,730.83	$1,671.92	3.00	$57,402.76	-	MERIT	23-Dec-22
Unified Road Systems	Planner I.2064.001100.	14885	$70,910.32	$999.96	1.41	$71,910.28	-	MERIT	17-Feb-23

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0475	001100	21,259.04	
01	0100	0475	001130		21,259.04
01	0100	0450	001100	1,353.10	
01	0100	0450	001130		1,353.10
01	0100	0576	001100	6,706.29	
01	0100	0576	001130		6,706.29
01	0200	0210	001100	999.96	
01	0200	0210	001130		999.96

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	1504	04996	$65,100.10	$65,100.10	$69,429.96	$67,547.83	$1,882.13	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1504 & 1574 to PCN 2065	12/23/2022
0210-Unified Road Systems	1574	15206	$47,999.99	$47,999.99	$52,346.33	$47,999.99	$4,346.34	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1504 & 1574 to PCN 2065	12/23/2022
0210-Unified Road Systems	2065	vacant	N/A	N/A	$96,096.48	$102,324.95	N/A	$6,228.47	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1504 & 1574 to PCN 2065	12/23/2022
0210-Unified Road Systems	1539	16305	$42,000.00	$42,000.00	$42,693.29	$42,000.00	$693.29	N/A	Reallocation of position budget. Surplus salary from PCN 1539, 1543, 1519, 1525, 1880, 1995, 1673, 1540, 1529 to PCN 1524	12/23/2022
0210-Unified Road Systems	1543	16327	$42,000.00	$42,000.00	$42,546.87	$42,000.00	$546.87	N/A	Reallocation of position budget. Surplus salary from PCN 1539, 1543, 1519, 1525, 1880, 1995, 1673, 1540, 1529 to PCN 1524	12/23/2022
0210-Unified Road Systems	1519	16325	$42,000.00	$42,000.00	$42,260.68	$42,000.00	$260.68	N/A	Reallocation of position budget. Surplus salary from PCN 1539, 1543, 1519, 1525, 1880, 1995, 1673, 1540, 1529 to PCN 1524	12/23/2022

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	1525	16289	$42,000.00	$42,000.00	$42,693.31	$42,000.00	$693.31	N/A	Reallocation of position budget. Surplus salary from PCN 1539, 1543, 1519, 1525, 1880, 1995, 1673, 1540, 1529 to PCN 1524	12/23/2022
0210-Unified Road Systems	1880	16299	$42,000.00	$42,000.00	$42,283.18	$42,000.00	$283.18	N/A	Reallocation of position budget. Surplus salary from PCN 1539, 1543, 1519, 1525, 1880, 1995, 1673, 1540, 1529 to PCN 1524	12/23/2022
0210-Unified Road Systems	1995	16324	$42,000.00	$42,000.00	$42,600.00	$42,000.00	$600.00	N/A	Reallocation of position budget. Surplus salary from PCN 1539, 1543, 1519, 1525, 1880, 1995, 1673, 1540, 1529 to PCN 1524	12/23/2022
0210-Unified Road Systems	1673	16302	$42,000.00	$42,000.00	$42,269.27	$42,000.00	$269.27	N/A	Reallocation of position budget. Surplus salary from PCN 1539, 1543, 1519, 1525, 1880, 1995, 1673, 1540, 1529 to PCN 1524	12/23/2022
0210-Unified Road Systems	1540	16349	$42,000.00	$42,000.00	$43,600.94	$42,000.00	$1,600.94	N/A	Reallocation of position budget. Surplus salary from PCN 1539, 1543, 1519, 1525, 1880, 1995, 1673, 1540, 1529 to PCN 1524	12/23/2022
0210-Unified Road Systems	1529	13359	$41,999.98	$41,999.98	$43,682.08	$41,999.98	$1,682.10	N/A	Reallocation of position budget. Surplus salary from PCN 1539, 1543, 1519, 1525, 1880, 1995, 1673, 1540, 1529 to PCN 1524	12/23/2022

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	1524	vacant	N/A	N/A	$46,005.70	$52,635.34	N/A	$6,629.64	Reallocation of position budget. Surplus salary from PCN 1539, 1543, 1519, 1525, 1880, 1995, 1673, 1540, 1529 to PCN 1524	12/23/2022
0450-District Clerk	0746	14493	$42,003.25	$42,003.25	$42,431.04	$42,003.25	$427.79	N/A	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCNs 0746, 0739 and 0757 to PCN 2028.	12/23/2022
0450-District Clerk	0739	15642	$42,003.25	$42,003.25	$43,967.88	$42,003.25	$1,964.63	N/A	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCNs 0746, 0739 and 0757 to PCN 2028.	12/23/2022
0450-District Clerk	0757	13851	$45,103.24	$45,103.24	$45,432.71	$45,138.25	$294.46	N/A	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCNs 0746, 0739 and 0757 to PCN 2028.	12/23/2022
0450-District Clerk	2028	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 PCNs 0746, 0739 and 0757 to PCN 2028.	12/23/2022
0450-District Clerk	0757	13851	$45,103.24	$45,103.24	$45,138.25	$45,103.24	$35.01	N/A	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCN 0757 and 0754 to PCN 1800.	12/23/2022

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	0754	16250	$42,003.25	$42,003.25	$42,773.24	$42,003.25	$769.99	N/A	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCN 0757 and 0754 to PCN 1800.	12/23/2022
0450-District Clerk	1800	vacant	N/A	N/A	$40,068.48	$40,873.48	n/a	$805.00	Reallocation of position budget to facilitate lateral transfer as allowed by policy. Surplus salary from PCN 0757 and 0754 to PCN 1800.	12/23/2022
0454-Justice of the Peace 4	1010	12162	N/A	N/A	$77,417.50	$63,276.20	$14,141.30	N/A	Reallocation of position budget to facilitate promotion allowed by policy. Surplus salary from PCN 1010 to PCN 1011.	1/1/2023
0454-Justice of the Peace 4	1011	Vacant	N/A	N/A	$71,017.70	$85,159.07	N/A	$14,141.37	Reallocation of position budget to facilitate promotion allowed by policy. Surplus salary from PCN 1010 to PCN 1011.	1/1/2023
0551-Const 1	0269	11036	$79,073.25	$71,618.91	$79,073.25	$72,179.84	$6,893.41	N/A	Reallocation of position budget to facilitate promotion allowed by policy. Surplus salary from PCN 0269 to PCN 0267.	1/3/2022
0551-Const 1	0267	vacant	N/A	N/A	$83,628.72	$90,522.13	N/A	$6,893.41	Reallocation of position budget to facilitate promotion allowed by policy. Surplus salary from PCN 0269 to PCN 0267.	1/3/2022

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
440-District Attorney	0082	16071	$59,482.51	N/A	$60,435.16	$59,482.51	$952.65	N/A	Reallocation of position budget to facilitate internal promotion. Surplus salary from PCN 0082 to PCN 0069.	12/28/2022
440-District Attorney	0069	vacant	N/A	N/A	$121,248.85	$122,201.50	N/A	$952.65	Reallocation of position budget to facilitate internal promotion. Surplus salary from PCN 0082 to PCN 0069.	12/28/2022
440-District Attorney	0086	vacant	N/A	N/A	$115,244.69	$115,207.71	$36.98	N/A	Reallocation of position budget to facilitate internal promotion. Surplus salary from PCN 0086 to PCN 0069.	12/28/2022
440-District Attorney	0069	vacant	N/A	N/A	$122,201.50	$122,238.48	N/A	$36.98	Reallocation of position budget to facilitate internal promotion. Surplus salary from PCN 0086 to PCN 0069.	12/28/2022

*Amount may vary slightly due to Oracle rounding

Department	Position	EE ID	Testing Approved Stipend	Annual Stipend	Stipend Start Date
EMS	EMS Paramedic.0818.001100.	10232	BASIC	$600.08	12/23/2022

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0540	001914	463.91	
01	0100	0540	002010	35.49	
01	0100	0540	002020	33.61	
01	0100	0409	004999		533.01

Commissioners Court - Regular Session **7.**

Meeting Date: 12/20/2022

Vehicle Status Change Assets for Auction

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including One (1) 2015 Chevrolet Silverado Vin #5745, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see the attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSC Assets for Auction 12.20.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/15/2022 07:07 AM
County Judge Exec Asst.	Becky Pruitt	12/15/2022 08:49 AM
Form Started By: Mary Watson		Started On: 12/13/2022 02:16 PM
Final Approval Date: 12/15/2022		

County VIN/Serial Number	3GCPCPEC0FG345745
Make	CHEVROLET
License Plate	1218424
Year	2015
Model	1500 SILVERADO
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Pat Erickson
Equipment/Door Number	SB1581
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Unit has reached operational expectancy. Needs transmission repair.
Comments (mileage, mechanical issues, other info)	120K MILES. TRANSMISSION BAD.
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	12/20/2022
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	5745
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	

2021 VSC Workflow	
Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	Confirmed
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Pat Erickson 12/6/2022 10:49 AM
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 12/7/2022 1:52 PM
Authorizing Risk Employee Signature	✔ Logan Smith 12/7/2022 3:44 PM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 12/8/2022 8:53 AM
Purchasing Department Signature	✔ Misty Brooks 12/8/2022 9:20 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
ID	2
Version	20.0
Attachments	False
Created	11/29/2022 10:46 AM
Created By	Mark Stevens
Modified	12/8/2022 9:20 AM
Modified By	Misty Brooks

Commissioners Court - Regular Session **8.**

Meeting Date: 12/20/2022

Property Tax Collections – November 2022

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

110122-113022 GWI-RFM

110122-113022 GWI-RFM graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2022 04:08 PM
Form Started By: Renee Clark		Started On: 12/14/2022 02:07 PM
Final Approval Date: 12/14/2022		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
November 30, 2022

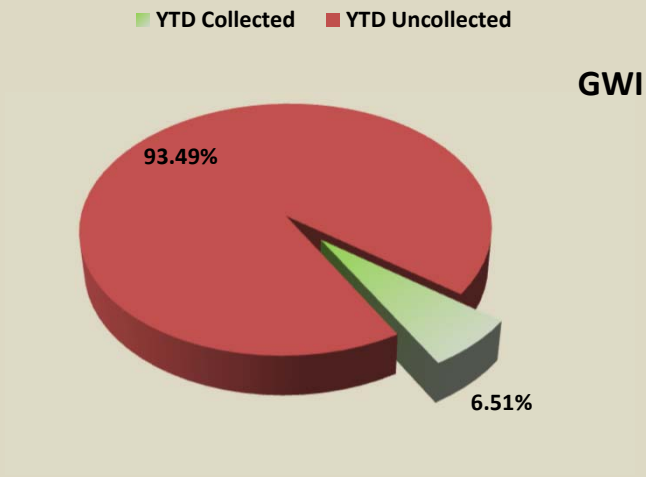
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2022	$364,401,981.82	($202,835.61)	$364,199,146.21	$15,757,340.65	$0.00	$1.12	$340,504,077.75	$23,695,068.46	6.51%	6.51%	6.66%
2021 & Prior	$2,757,006.07	($60,806.20)	$2,696,199.87	$14,491.35	$19,188.97	$2,379.99	$2,560,593.01	$135,606.86	5.03%	6.53%	
Rollbacks	$1,546,478.67	$85,136.74	$1,631,615.41	$235,259.90	$0.00	$0.00	$1,230,233.89	$401,381.52	24.60%	24.60%	
Total All	$368,705,466.56	($178,505.07)	$368,526,961.49	$16,007,091.90	$19,188.97	$2,381.11	$344,294,904.65	$24,232,056.84	6.58%	6.59%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2022	$41,753,188.87	($12,546.95)	$41,740,641.92	$1,810,199.68	$0.00	($0.04)	$39,013,726.45	$2,726,915.47	6.53%	6.53%	6.67%
2021 & Prior	$257,573.51	($4,721.02)	$252,852.49	$2,736.06	$1,837.44	$231.86	$237,926.27	$14,926.22	5.90%	7.47%	
Rollbacks	$148,096.37	$8,286.43	$156,382.80	$22,075.80	$0.00	$0.00	$118,215.31	$38,167.49	24.41%	24.41%	
Total All	$42,158,858.75	($8,981.54)	$42,149,877.21	$1,835,011.54	$1,837.44	$231.82	$39,369,868.03	$2,780,009.18	6.60%	6.60%	

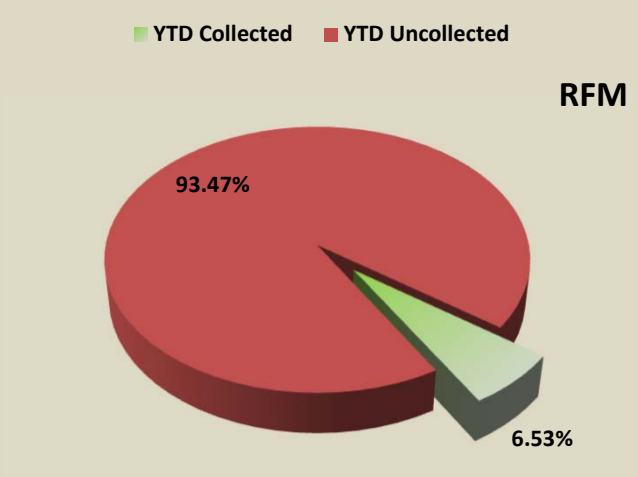
2022 COMBINED MONTHLY BREAKDOWN

Oct-22	$410,864,325.31	$47,641.67	$410,911,966.98	$9,167,294.87	$23,265.66	$54.78	$401,744,617.33	$9,167,349.65
Nov-22	$410,911,966.98	($235,128.28)	$410,676,838.70	$17,842,103.44	$21,026.41	$2,612.93	$383,664,772.68	$27,012,066.02

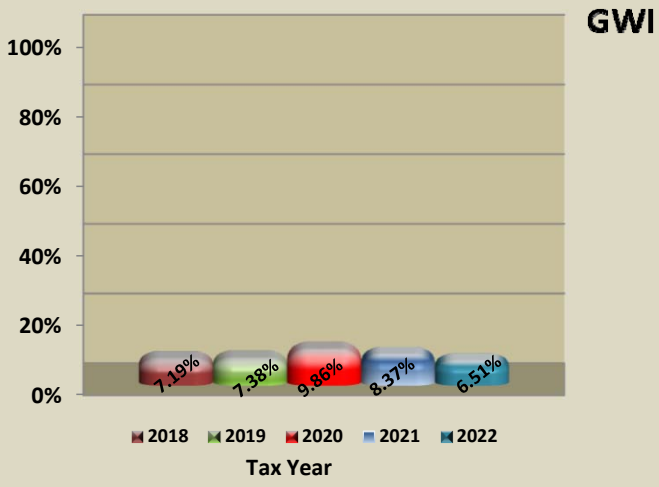
Year to Date Collection Report
Thru November 2022



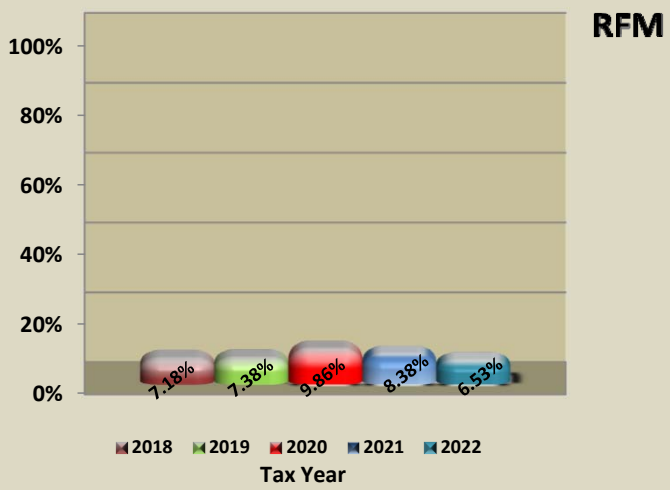
Year to Date Collection Report
Thru November 2022



Percent of Roll Collected Comparison
2018-2022



Percent of Roll Collected Comparison
2018-2022



Commissioners Court - Regular Session **9.**

Meeting Date: 12/20/2022

Amended Contract for the Collection of Delinquent Taxes

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action approving an agreement for the collection of delinquent property taxes between McCreary, Veselka, Bragg & Allen, P.C. and Williamson County pursuant to Section 6.30 of the Texas Tax Code; 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); and authorize the County Judge to sign all related documentation.

Background

This contract amends the attorney fee for delinquent accounts to 20% in section VIII, updates the items on which the funds can be expended in section VI, and adds language required by Texas Government Code in section XI.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amended Contract

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/15/2022 03:10 PM
County Judge Exec Asst.	Becky Pruitt	12/15/2022 03:20 PM
Form Started By: Larry Gaddes		Started On: 12/15/2022 10:34 AM
Final Approval Date: 12/15/2022		

MCCREARY, VESELKA, BRAGG & ALLEN, P.C.

AMENDED CONTRACT FOR THE COLLECTION OF DELINQUENT PROPERTY TAXES

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS AMENDED CONTRACT FOR THE COLLECTION OF DELINQUENT PROPERTY TAXES is made and entered into by and between the **THE COUNTY OF WILLIAMSON, TEXAS (The County)**, acting herein by and through its Commissioners' Court, and **MCCREARY, VESELKA, BRAGG & ALLEN, P.C. (The Firm)**, 700 Jeffrey Way, Suite 100, P.O. Box 1269, Round Rock, Texas 78680.

I.

The County agrees to employ and does hereby employ **The Firm** to enforce by litigation or otherwise the collection of all delinquent property taxes, penalty and interest owing to **The County** and all the other taxing units for which **The County** Tax Office collects property taxes. Current year taxes which become delinquent within the period of this Amended Contract shall become subject to the terms of this Amended Contract upon the following conditions:

A. Taxes on *real property* that become delinquent during the term of this amended contract that are not delinquent for any prior years become subject to the terms of this amended contract on July 1st of the year in which the taxes become delinquent.

B. Taxes on *tangible personal property* that become delinquent during the term of this amended contract become subject to the terms of this amended contract if not paid within sixty days of the date on which the taxes become delinquent.

C. Not withstanding A and B above, taxes on *real property* and *tangible personal property* that become delinquent during the term of this amended contract that are delinquent for prior years and are the subject of a suit to collect the prior years' delinquent taxes become subject to the terms of this amended contract on the first day of delinquency as defined by the Texas Property Tax Code.

12-20-2022

II.

The County agrees to furnish all necessary delinquent tax information to **The Firm** on all property within the boundaries of **The County** and all the other taxing units for which **The County** Tax Office collects property taxes. **The County** hereby authorizes **The Firm** to determine the name, identity, and location of necessary parties and to procure necessary legal descriptions of property and hereby assigns to **The Firm** the right to recover the costs of obtaining such information.

III.

The Firm is to advise **The County** and **The County** Tax Assessor-Collector of errors, double assessments or other discrepancies coming under observation during the progress of the work.

IV.

The Firm is to intervene on behalf of **The County** and all other taxing units for which **The County** Tax Office collects property taxes in all suits for ad valorem taxes hereafter filed by any other taxing unit on property located within its boundaries.

V.

The Firm shall make written delinquent tax collection progress reports to **The County** and/or **The County** Tax Assessor-Collector on request.

VI.

In order to provide superior customer service to the taxpayers of **The County**, promote operational efficiencies, and enhance communications between **The Firm** and **The County** Tax Assessor-Collector and the staff of **The County** Tax Office, **The Firm** agrees to employ at least two full-time persons who shall implement the delinquent tax collection program of **The Firm** for **The County,** and who shall office in the County Tax Office in Georgetown. **The County** Tax Assessor-Collector and **The County** shall provide **The Firm** office space, local telephone, and internet access, and use of the fax machine and copier for the employees of **The Firm** who office in the County Tax Office in Georgetown.

The Firm shall pay **The County** Tax Assessor-Collector the amount of $39,000.00 for each twelve-month period from January 1st to December 31st that this Amended Contract is in effect. The $39,000 annual payment shall be paid by **The Firm** in twelve equal monthly installments which **The County** Tax Assessor-Collector shall withhold in the amount of $3,250 per month from the fees due to **The Firm** under Article VIII of this Amended Contract.

12-20-2022

The County Tax Assessor-Collector and **The County** shall utilize the annual payment from **The Firm** to defray the following costs:

(1) Office space for **The Firm** in **The County Tax** Office in Georgetown.
(2) internet access and shared office equipment including copiers, telephones, etc.
(3) technology to include hardware, software, and associated maintenance fees.
(4) costs associated with temporary or part-time tax office staff.
(5) costs associated with training and professional development of tax office staff; and
(6) office furniture, equipment, furnishing, supplies or any costs associated with the operations of **The County** Tax Office.

The Firm shall furnish the computer hardware, office furniture, office equipment, and office supplies used by the employees of **The Firm** in **The County** Tax Office in Georgetown. The cost of long-distance telephone service used by the employees of **The Firm** located in **The County** Tax Office in Georgetown shall be the responsibility of **The Firm**.

VII.

The Firm, at its expense, shall process and mail the notices required by Section 33.07 of the Texas Tax Code each year provided that, prior to the 15th day of each May, **The County** furnishes to **MVBA** on electronic media all data necessary to process and mail the required notices of delinquency. **The Firm**, at its expense, shall process and mail the notices required by Section 33.11 of the Texas Tax Code each year provided that, prior to the 15th day of each February, **The County** furnishes to **MVBA** on electronic media all data necessary to process and mail the notices required to comply with the provisions of Section 33.11. **The Firm** agrees that the notices mailed pursuant to this Paragraph VII shall include the taxes owed to all the taxing units for which **The County** collects taxes.

VIII.

The County agrees to pay **The Firm**, for services rendered, subject to the provisions of this Amended Contract, Twenty Percent (20%) of all delinquent taxes, penalty and interest collected by The Williamson County Tax Office for **The County** and all the other taxing units for which **The County** Tax Office collects during the term of this Amended Contract. The penalty imposed pursuant to Sections 33.07 and 33.11 of the Texas Property Tax Code is not subject to this contractual fee. **The County** has previously adopted and does reaffirm the adoption of the additional penalty provided by Sections 33.07 and 33.11 of the Texas Property Tax Code. All fees provided for in this Amended Contract shall become the property of **The Firm** at the time payment of taxes, penalty and interest is made to **The County**. **The County** shall pay fees due **The Firm** not less than monthly by check or electronic funds transfer.

12-20-2022

IX.

Upon written request, **The Firm** shall represent any School District located in Williamson County in the administrative appeal of the Property Value Study conducted by the Texas Comptroller of Public Accounts. If an appeal of the Property Value Study is required, the services to be performed by **The Firm** will include review and analysis of the preliminary results of the Property Value Study, research, and production of evidence for an appeal, preparation of the appeal, and representation before the staff of the Texas Comptroller of Public Accounts in any administrative hearings and/or before an administrative law judge. **The Firm** shall receive **no additional compensation** for representation of any School District in Williamson County in an appeal of the Property Value Study. If a fee appraisal is required to prepare necessary evidence to be used in the appeal, the School District shall be responsible for the cost of the fee appraisal. However, a fee appraisal shall not be commissioned without the written approval of the School District.

In addition, upon request **The Firm** shall prepare a Request for Taxable Value Audit pursuant to Section 403.302(h) of the Texas Government Code for any school district in Williamson County and monitor the process to conclusion. **The Firm** shall not receive any additional compensation for this service.

X.

This Amended Contract is effective for an initial period beginning January 1, 2023, and ending December 31, 2026. After the initial period, this Amended Contract shall automatically renew and continue in full force and effect on the same terms and conditions from year to year for additional twelve-month periods beginning January 1st and ending December 31st until this Amended Contract is terminated by either **The Firm** or **The County** delivering written notice of termination to the other party at least sixty (60) days prior to a renewal date of this Amended Contract. The first renewal date of this Amended Contract is January 1, 2027, and shall renew on each January 1st thereafter unless terminated by either party as provided herein. Upon termination of this Amended Contract, **The Firm** shall have an additional six (6) months to reduce to judgment and sale all tax collection lawsuits filed and collect all bankruptcy claims filed prior to the termination date and shall have the exclusive right to compensation of fees earned due to these suits during this six (6) month period.

XI.

Every provision of this Amended Contract is intended to be severable. If any term or provision hereof is found by a District Court to be invalid, void, or unenforceable for any reason or to any extent whatsoever, such invalidity or unenforceability shall not affect the validity of the remainder of this Amended Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the **The County** and **The Firm** with respect to the invalid, void or unenforceable provision or part thereof. In accordance with the provisions of the Texas Government Code, the

12-20-2022

person signing this Amended Contract on behalf of MVBA verifies (1) that MVBA does not and, during the term of the Amended Contract, will not discriminate against a firearm entity or firearm trade association pursuant to the provisions of Section 2274.002 of the Texas Government Code, enacted by Senate Bill 19 in the Regular Session of the 87th Legislature effective September 1, 2021, (2) that MVBA does not and, during the term of this Amended Contract, will not boycott energy companies as required by Section 2274.002 of the Texas Government Code, and (3) the MVBA does not, and during the term of the Amended Contract, will not boycott Israel.

XII.

This Amended Contract is executed on behalf of **The County** by the County Judge who is authorized to execute this Amended Contract by a motion heretofore passed by the Commissioners' Court and duly recorded in its minutes and joined herein pro forma by the County Tax Assessor-Collector. In consideration of the terms and compensation herein stated, **The Firm** hereby accepts said employment and undertakes the performance of this Amended Contract as above written.

WITNESS the signatures of all parties hereto in duplicate originals this the _____ day of _____ 2022, Williamson County, Texas, to be effective as of January 1, 2023.

THE COUNTY OF WILLIAMSON, TEXAS

BY _____
Bill Gravell
County Judge

BY _____
Larry Gaddes
Williamson County Tax Assessor-Collector

McCREARY, VESELKA, BRAGG AND ALLEN, P.C.
Attorneys at Law
700 Jeffrey Way, Suite 100
P. O. Box 1269
Round Rock, Texas 78680

BY _____
Harvey M. Allen
President

Commissioners Court - Regular Session **10.**

Meeting Date: 12/20/2022

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NOVEMBER_2022_EOM_REPORT_JP1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/15/2022 08:51 AM
Form Started By: Geneva Salazar		Started On: 12/14/2022 04:44 PM
Final Approval Date: 12/15/2022		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 13 day of December 2022 to certify which witness my hand and seal of office.

NOTARY PUBLIC
in and for the State of Texas

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

CRIMINAL SECTION

Court JP1	Traffic Misdemeanors			Non-Traffic Misdemeanors		
Month November Year 2022	Non-Parking	Parking	County Ordinance	Penal Code	Other State Law	County Ordinance
1. Total Cases Pending First of Month:	2226	48	0	102	93	6
a. Active Cases	1924	48	0	99	75	6
b. Inactive Cases	302	0	0	3	18	0
2. New Cases Filed	70	0	0	2	1	2
3. Cases Reactivated	0	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)*	1994	48	0	101	76	8
6. Dispositions Prior to Court Appearance or Trial:						
a. Uncontested Dispositions *(Disposed without appearance before a judge (CCP Art. 27.14))*	47	3	0	4	2	0
b. Dismissed by Prosecution	8	1	0	0	2	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	3	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	3	0	0	0	1	0
8. Compliance Dismissals:						
a. After Driver Safety Course *(CCP, Art. 45.0511)*	6					
b. After Deferred Disposition *(CCP, Art. 45.051)*	20	0	0	1	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)*	1					
g. All Other Transportation Code Dismissals	7	0	0	0	0	0
9. All Other Dispositions	1	0	0	0	0	0
10. Total Cases Disposed	93	4	0	5	8	0
11. Cases Placed on Inactive Status	1	0	0	0	0	0
12. Total Cases Pending End of Month:	2203	44	0	99	86	8
a. Active Cases *(Equals Line 5 minus the sum of Lines 10 & 11)*	1900	44	0	96	68	8
b. Inactive Cases *(Equals Line 1b minus Line 3 plus Line 11)*	303	0	0	3	18	0
13. Show Cause Hearings Held	30	1	0	4	2	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 November Year 2022	Debt Claim	Landlord/Tenant	Small Claims
1. Total Cases Pending First of Month:	1166	144	262
a. Active Cases	1165	144	262
b. Inactive Cases	1	0	0
2. New Cases Filed	124	123	15
3. Cases Reactivated	0	0	0
4. All Other Cases Added	0	0	0
5. Total Cases on Docket *(Sum of Lines 1a, 2, 3 & 4)*	1289	267	277
DISPOSITIONS			
6. Default Judgments	19	2	1
7. Agreed Judgments	4	0	0
8. Trial/Hearing by Judge/Hearing Officer	6	89	0
9. Trial by Jury	0	0	0
10. Dismissed for Want of Prosecution	55	1	5
11. Non-suited or Dismissed by Plaintiff	60	51	2
12. All Other Dispositions	1	0	1
13. Total Cases Disposed *(Sum of Lines 6 through 12)*	145	143	9
14. Cases Placed on Inactive Status	0	0	0
15. Total Cases Pending End of Month:	1145	124	268
a. Active Cases *(Equals Line 5 minus the sum of Lines 13 & 14)*	1144	124	268
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	0	0

JUVENILE/MINOR ACTIVITY

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

ADDITIONAL ACTIVITY

Court JP1		
Month November **Year** 2022	**NUMBER GIVEN**	**NUMBER REQUESTS FOR COUNSEL**
1. Magistrate Warnings: a. Class C Misdemeanors	0	
b. Class A and B Misdemeanors	0	0
c. Felonies	0	0
		TOTAL
2. Arrest Warrants Issued: a. Class C Misdemeanors		1
b. Class A and B Misdemeanors		1
c. Felonies		0
3. Capiases Pro Fine Issued		27
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		21
16. Cases in Which Fine and Court Costs Satisfied by Community Service: a. Partial Satisfaction		0
b. Full Satisfaction		1
17. Cases in Which Fine and Court Costs Satisfied by Jail Credit		2
18. Cases in Which Fine and Court Costs Waived for Indigency		0
19. Amount of Fines and Court Costs Waived for Indigency		$0
20. Fines, Court Costs and Other Amounts Collected: a. Kept by County		$37831
b. Remitted to State		$6548
c. Total		$44379

OFFICE OF COURT ADMINISTRATION
TEXAS JUDICIAL COUNCIL

OFFICIAL JUSTICE COURT MONTHLY REPORT

Month November **Year** 2022

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

Judge KT Musselman

If new, date assumed office _____

Court Mailing Address 1801 East Old Settlers Blvd, Suite 100

City Round Rock , **TX** **Zip** 78664

Phone Number 512.244.8622

Fax Number 512.244.8602

Court's Public Email jp1@wilco.org

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

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

Prepared by Geneva P. Salazar

Date 12/8/2022 Phone Number 512.244.8691

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

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

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

Payment Report - Transaction/Adjustment Detail

Transaction Date: **11/01/2022 - 11/30/2022** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

Total Payments	**44,810.10**	**44,810.10**

Adjustments Affecting Payments

Date	Receipt Type / Number	Party / Case	Cashier / Station	Reason	Fee Total	Transaction Total
AuditID: 8622902 11/01/2022	Reverse E-Filing Payment JP1-2022-04560	TA Rhythm Apartments 1JC-22-2533	Lamb, Misty AG1	Clerical Error	**(155.00)**	**(155.00)**
AuditID: 8625948 11/07/2022	Reverse Counter Payment JP1-2022-04552	ALBRIGHT, SHAWN ANTHONY 1CR-22-0027	Salazar, Geneva GPS		**(176.00)**	**(176.00)**
Total Adjustments Impacting Payments					**(331.00)**	**(331.00)**

Payment Report - Transaction/Adjustment Detail

Transaction Date: **11/01/2022 - 11/30/2022** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**44,810.10**	**44,810.10**
Total Adjustments Impacting Payments		**(331.00)**	**(331.00)**
Final Fee Code Totals		**44,479.10**	**44,479.10**
Tender Method Summary			
Tender Types	Cash	1,958.50	1,958.50
	Check	4,035.25	4,035.25
	Credit Card	14,550.10	14,550.10
	E-File Credit Card	24,066.25	24,066.25
	Money Order	200.00	200.00

Payment Report - G/L and Fund Summary

Transaction Date: **11/01/2022 - 11/30/2022** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	255.00
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	7,820.93
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	18,660.00
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	30.00
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	137.13
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	7,906.90
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	750.00
01-0100-0000-370500 - Miscellaneous Revenue	L-004-1-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	(4.00)
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-001-9999999999999: Liability Place Holder	920.67
	0100 - General Fund Total:	**36,476.63**
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	6.00
	0360 - Courthouse Security Fund Total:	**6.00**
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	2.00
	0361 - JP Security Fund Total:	**2.00**
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	75.00
	0365 - Child Safety Fund Total:	**75.00**
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	1,250.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,250.00**
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	8.00
	0372 - Justice Court Technology Fund Total:	**8.00**
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	10.00
	0373 - JP-1 Truancy Program Fund Total:	**10.00**

Payment Report - G/L and Fund Summary

Transaction Date: **11/01/2022 - 11/30/2022** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	4.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	80.00
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)	3,891.21
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	315.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	8.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	12.00
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	64.44
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-1-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.20
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-1-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	30.00
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	2,142.62
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	4.00
	0399 - State Agency Fund Total:	**6,551.47**
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	100.00
	JP BOND Total:	**100.00**
	Fee Totals for All Funds:	**44,479.10**

Payment Report - Fee Code Summary

Transaction Date: **11/01/2022 - 11/30/2022** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	30.00	6	0.00	0	0.00	0	30.00	6
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	59.44	16	0.00	0	0.00	0	59.44	16
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	244.37	54	0.00	0	(5.00)	1	239.37	55
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	3,953.21	73	0.00	0	(62.00)	1	3,891.21	74
2020CDF	Compliance Dismissal Fine	70.00	7	0.00	0	0.00	0	70.00	7
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	100.00	10	0.00	0	0.00	0	100.00	10
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	934.67	76	0.00	0	(14.00)	1	920.67	77
2020LTF	Local Traffic Fine (TC 542.403)	125.56	46	0.00	0	0.00	0	125.56	46
2020STF	State Traffic Fine (TC 542.4031)	2,092.62	46	0.00	0	0.00	0	2,092.62	46
2020TPF	Time Payment Fee CCP 102.030	152.13	16	0.00	0	(15.00)	1	137.13	17
2020WFWCSO	Warrant Fee Sheriff's Office CCP 102.011(a)(2). 102.011(e)	250.00	5	0.00	0	0.00	0	250.00	5
AFDPS	Arrest Fee - DPS (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	100.00	1	0.00	0	0.00	0	100.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	80.00	2	0.00	0	0.00	0	80.00	2
CCOP	Civil Copies	14.00	14	0.00	0	0.00	0	14.00	14
CERT	Certified Copy	2.00	1	0.00	0	0.00	0	2.00	1
CFINE	County Fine	7,982.90	58	0.00	0	(76.00)	1	7,906.90	59
CHS	Courthouse Security Fee (CCP 102.017)	6.00	2	0.00	0	0.00	0	6.00	2
CHSJC	JP Security Fee (CCP 102.017)	2.00	2	0.00	0	0.00	0	2.00	2
CONT1	Constable Service Fee Pct #1	11,760.00	132	0.00	0	0.00	0	11,760.00	132
COPIES	Certified Copies	2.25	1	0.00	0	0.00	0	2.25	1
COPY	Copies	1.50	1	0.00	0	0.00	0	1.50	1
CSSF	Child Safety School Fee (CCP 102.014(c))	75.00	3	0.00	0	0.00	0	75.00	3
DDF	Deferred Disposition Fee	713.00	8	0.00	0	0.00	0	713.00	8
IDF	Indigent Defense Fee (LGC 133.107)	4.00	2	0.00	0	0.00	0	4.00	2
JCTF	Justice Court Technology Fee (CCP 102.0173)	8.00	2	0.00	0	0.00	0	8.00	2
JFR	Jury Reimbursement Fee (CCP 102.0045)	8.00	2	0.00	0	0.00	0	8.00	2
JTP	Juvenile Truancy Program (CCP 102.0174)	10.00	2	0.00	0	0.00	0	10.00	2

Payment Report - Fee Code Summary

Transaction Date: **11/01/2022 - 11/30/2022** 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**
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	2.00	2	0.00	0	0.00	0	2.00	2
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	2.00	2	0.00	0	0.00	0	2.00	2
JURY	Jury Fee	66.00	3	0.00	0	0.00	0	66.00	3
JUSFC	Judicial Support Fund - County (LGC 133.105)	1.20	2	0.00	0	0.00	0	1.20	2
JUSFS	Judicial Support Fund - State (LGC 133.105)	10.80	2	0.00	0	0.00	0	10.80	2
LT10	Overpayments < $10	0.00	0	0.00	0	(4.00)	1	(4.00)	1
MISCOP	Miscellaneous Copy Fees	1.25	1	0.00	0	0.00	0	1.25	1
MVF	Moving Violation Fee (CCP 102.022)	0.20	2	0.00	0	0.00	0	0.20	2
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,250.00	251	0.00	0	0.00	0	1,250.00	251
SB41JCSF	Justice Court Support Fund	6,250.00	251	0.00	0	0.00	0	6,250.00	251
SB41LAF	Language Access Fund - LGC 135.155	750.00	251	0.00	0	0.00	0	750.00	251
SB41SCF	State Consolidated Fee	315.00	15	0.00	0	0.00	0	315.00	15
STF	State Traffic Fee (TC 542.4031)	30.00	1	0.00	0	0.00	0	30.00	1
STFS	State Traffic Fine Due To State (HB2048)	50.00	1	0.00	0	0.00	0	50.00	1
UFA	Uniform Traffic Act (TC 542.403)	6.00	2	0.00	0	0.00	0	6.00	2
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	225.00	46	0.00	0	(5.00)	1	220.00	47
WSF1	Constable #1 - Writ Service Fee	7,050.00	48	0.00	0	(150.00)	1	6,900.00	49
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		44,810.10	1,472	0.00	0	(331.00)	8	44,479.10	1,480

Commissioners Court - Regular Session **11.**

Meeting Date: 12/20/2022

Justice of the Peace 4 November 2022 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM NOV 2022

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/15/2022 11:19 AM
Form Started By: Veronica Bolander		Started On: 12/15/2022 10:59 AM
Final Approval Date: 12/15/2022		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

Signed on this the 14th day of December 2022.

STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR

Payment Report - Transaction/Adjustment Detail

Transaction Date: **11/01/2022 - 11/30/2022** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**29,124.36**	**29,124.36**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**29,124.36**	**29,124.36**
Tender Method Summary			
Tender Types	Cash	1,222.50	1,222.50
	Cashier's Check	694.30	694.30
	Certified Payments Credit Card	18,855.56	18,855.56
	Check	930.00	930.00
	E-File Credit Card	7,044.00	7,044.00
	Money Order	378.00	378.00

Payment Report - G/L and Fund Summary

Transaction Date: **11/01/2022 - 11/30/2022** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	767.10
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	3,783.99
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	5,700.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	165.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	57.09
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	8,145.00
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	372.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	989.87
	0100 - General Fund Total:	**19,980.05**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	12.76
	0361 - JP Security Fund Total:	**12.76**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-4-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	25.00
	0365 - Child Safety Fund Total:	**25.00**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	L-004-4-01-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	100.00
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	15.95
	0369 - JP-4 Truancy Program Fund Total:	**115.95**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	620.00
	0370 - Alternate Dispute Resolution Fund Total:	**620.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	12.76
	0372 - Justice Court Technology Fund Total:	**12.76**

Payment Report - G/L and Fund Summary

Transaction Date: **11/01/2022 - 11/30/2022** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	6.38
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	127.58
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	4,197.67
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	294.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	12.76
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	19.14
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	192.71
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.02
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	2,226.20
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	6.38
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,250.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	25.00
	0399 - State Agency Fund Total:	**8,357.84**
	Fee Totals for All Funds:	**29,124.36**

Payment Report - Fee Code Summary

Transaction Date: **11/01/2022 - 11/30/2022** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	15.00	3	0.00	0	0.00	0	15.00	3
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	182.71	38	0.00	0	0.00	0	182.71	38
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	155.83	34	0.00	0	0.00	0	155.83	34
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	4,197.67	72	0.00	0	0.00	0	4,197.67	72
2020CDF	Compliance Dismissal Fine	130.00	14	0.00	0	0.00	0	130.00	14
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	144.16	15	0.00	0	0.00	0	144.16	15
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	989.87	75	0.00	0	0.00	0	989.87	75
2020LTF	Local Traffic Fine (TC 542.403)	132.98	48	0.00	0	0.00	0	132.98	48
2020STF	State Traffic Fine (TC 542.4031)	2,216.72	48	0.00	0	0.00	0	2,216.72	48
2020TPF	Time Payment Fee CCP 102.030	57.09	7	0.00	0	0.00	0	57.09	7
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	10.00	2	0.00	0	0.00	0	10.00	2
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	5.95	2	0.00	0	0.00	0	5.95	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	127.58	4	0.00	0	0.00	0	127.58	4
CCOP	Civil Copies	2.00	2	0.00	0	0.00	0	2.00	2
CERT	Certified Copy	21.50	3	0.00	0	0.00	0	21.50	3
CFINE	County Fine	8,145.00	59	0.00	0	0.00	0	8,145.00	59
CHS	Courthouse Security Fee (CCP 102.017)	9.57	4	0.00	0	0.00	0	9.57	4
CHSJC	JP Security Fee (CCP 102.017)	3.19	4	0.00	0	0.00	0	3.19	4
CJS	Criminal Judicial Support Fee (LGC 103.105)	19.14	4	0.00	0	0.00	0	19.14	4
COLLFEE	Collection Agency Fee	767.10	8	0.00	0	0.00	0	767.10	8
CONT4	Constable Service Fee Pct #4	3,150.00	36	0.00	0	0.00	0	3,150.00	36
CSSF	Child Safety School Fee (CCP 102.014(c))	25.00	1	0.00	0	0.00	0	25.00	1
DDF	Deferred Disposition Fee	1.00	1	0.00	0	0.00	0	1.00	1
IDF	Indigent Defense Fee (LGC 133.107)	6.38	4	0.00	0	0.00	0	6.38	4
JCTF	Justice Court Technology Fee (CCP 102.0173)	12.76	4	0.00	0	0.00	0	12.76	4
JFR	Jury Reimbursement Fee (CCP 102.0045)	12.76	4	0.00	0	0.00	0	12.76	4
JTP	Juvenile Truancy Program (CCP 102.0174)	15.95	4	0.00	0	0.00	0	15.95	4
MVF	Moving Violation Fee (CCP 102.022)	0.02	1	0.00	0	0.00	0	0.02	1

Payment Report - Fee Code Summary

Transaction Date: **11/01/2022 - 11/30/2022** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SB41CDRF	County Dispute Resolution fund - LGC 135.157	620.00	124	0.00	0	0.00	0	620.00	124
SB41JCSF	Justice Court Support Fund	3,100.00	124	0.00	0	0.00	0	3,100.00	124
SB41LAF	Language Access Fund - LGC 135.155	372.00	124	0.00	0	0.00	0	372.00	124
SB41SCF	State Consolidated Fee	294.00	14	0.00	0	0.00	0	294.00	14
SFMCWV	State Fine - Motor Carrier Weight Violation	1,250.00	1	0.00	0	0.00	0	1,250.00	1
STFS	State Traffic Fine Due To State (HB2048)	9.48	1	0.00	0	0.00	0	9.48	1
TCC	Truancy Court Cost (HB2398)	100.00	2	0.00	0	0.00	0	100.00	2
TFC	Traffic	0.57	1	0.00	0	0.00	0	0.57	1
TP	Time Payment Fee	25.00	1	0.00	0	0.00	0	25.00	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	6.38	4	0.00	0	0.00	0	6.38	4
WARC4	Warrant Fee - Constable Pct. 4	150.00	3	0.00	0	0.00	0	150.00	3
WPOSS	Writ of Possession	85.00	17	0.00	0	0.00	0	85.00	17
WSF4	Constable #4 - Writ Service Fee	2,550.00	17	0.00	0	0.00	0	2,550.00	17

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	29,124.36	935	0.00	0	0.00	0	29,124.36	935

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 11/01/2022-11/30/2022

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$989.87	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$346.45		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$353.53		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$282.82		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$7.07		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$989.87	$989.87			100.000000%
Collected	$989.87				

Commissioners Court - Regular Session **12.**

Meeting Date: 12/20/2022

ESD 1 and 11 reappointments

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

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the re-appointments of the following for a two-year term beginning January 1, 2023, and ending on December 31st, 2024:
Adam Bryant – President, Emergency Services District (ESD) 1 Board of Commissioners, Jollyville Fire Department (has served since 2006)
Mack Sherrod – Treasurer, ESD 1 (has served since 2009)
Alan McNeil – Asst. Secretary/Treasurer, ESD 1 (has served since 2020)
Jason Willis – President, ESD 11, Shenandoah (has served since 2018)
George Hill – Secretary, ESD 11 (has served since 2018)
Brian Brunson – Vice Treasurer, ESD 11 (has served since 2020)

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	12/15/2022 08:52 AM
Form Started By: Garry Brown		Started On: 12/15/2022 08:39 AM
Final Approval Date: 12/15/2022		

Commissioners Court - Regular Session **13.**

Meeting Date: 12/20/2022

ESD #2 Reappointment of Thomas Nanninga

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Thomas Nanninga to ESD #2 board with the term to commence January 1, 2023 and continue until December 31, 2024.

Background

ESD #2 Reappointment of Thomas Nanninga

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	11/29/2022 09:52 AM
Form Started By: Mary Perez		Started On: 11/23/2022 08:44 AM
Final Approval Date: 11/29/2022		

Commissioners Court - Regular Session **14.**

Meeting Date: 12/20/2022

ESD #2 Reappointment of Jordan Baltazor

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Jordan Baltazor to ESD #2 board with the term to commence January 1, 2023 and continue until December 31, 2024.

Background

ESD #2 Reappointment of Jordan Baltazor

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	12/05/2022 10:41 AM
Form Started By: Mary Perez		Started On: 12/01/2022 01:45 PM
Final Approval Date: 12/05/2022		

Commissioners Court - Regular Session **15.**

Meeting Date: 12/20/2022

Keith Couch ESD 7

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Keith Couch to ESD #7 board with the term to commence January 1, 2023 and continue until December 31, 2024.

Background

This is a two-year extension on his previous term.

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	11/29/2022 09:51 AM
Form Started By: Mary Perez		Started On: 11/22/2022 03:48 PM
Final Approval Date: 11/29/2022		

Commissioners Court - Regular Session **16.**

Meeting Date: 12/20/2022

ESD 7 Reappointment of Laura Anderson

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Laura Anderson to ESD #7 board with the term to commence on January 1, 2023 and continue until December 31, 2024.

Background

ESD 7 Reappointment of Laura Anderson

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	11/29/2022 09:51 AM
Form Started By: Mary Perez		Started On: 11/22/2022 04:27 PM
Final Approval Date: 11/29/2022		

Commissioners Court - Regular Session **17.**

Meeting Date: 12/20/2022

ESD #7 Appointment of Darrel Warren

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Darrel Warren to ESD #7 board with the term to commence on January 1, 2023 and continue until December 31, 2024.

Background

ESD #7 Appointment of Darrel Warren who has 30 years in fire service, plus 8 years as the treasure for the Georgetown Association of Professional Firefighters, Liaison between Georgetown FD and Williamson County Hazmat.

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	12/14/2022 04:06 PM
Form Started By: Mary Perez		Started On: 12/14/2022 01:50 PM
Final Approval Date: 12/14/2022		

Commissioners Court - Regular Session **18.**

Meeting Date: 12/20/2022

ESD #8 Reappointment of Bobby Bunte

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Bobby Bunte to ESD #8 board with the term to commence January 1, 2023 and continue until December 31, 2024.

Background

ESD #8 Reappointment of Bobby Bunte

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	12/05/2022 10:45 AM
Form Started By: Mary Perez		Started On: 12/05/2022 10:32 AM
Final Approval Date: 12/05/2022		

Commissioners Court - Regular Session **19.**

Meeting Date: 12/20/2022

ESD #8 Appointment of Greg Eady

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Greg Eady to ESD #8 board to replace Lisa Birkman with the term to commence on January 1, 2023 and continue until December 31, 2024.

Background

ESD #8 Appointment of Greg Eady

Greg Eady has 35 years of banking experience with 20 years as area president, 9 years GISD School Board Trustee, Previous Board Member of Georgetown Housing Authority, Chamber of Commerce, Education Foundation.

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	12/09/2022 02:47 PM
Form Started By: Mary Perez		Started On: 12/08/2022 11:58 AM
Final Approval Date: 12/09/2022		

Commissioners Court - Regular Session **20.**

Meeting Date: 12/20/2022

Alan Forster ESD 9

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Alan Forster to ESD #9 board with the term to commence January 1, 2023 and continue until December 31, 2024.

Background

Mr. Alan Forster has been serving since 2020 and is willing to serve another term beginning January 1, 2023.

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	11/29/2022 09:51 AM
Form Started By: Mary Perez		Started On: 11/22/2022 03:39 PM
Final Approval Date: 11/29/2022		

Commissioners Court - Regular Session **21.**

Meeting Date: 12/20/2022

ESD #9 Reappointment of Michael Garcia.

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Michael Garcia to ESD #9 board with the term to commence on January 1, 2023 and continue until December 31, 2024.

Background

ESD #9 Reappointment of Michael Garcia.

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	12/05/2022 10:42 AM
Form Started By: Mary Perez		Started On: 12/02/2022 10:02 AM
Final Approval Date: 12/05/2022		

Commissioners Court - Regular Session **22.**

Meeting Date: 12/20/2022

ESD #9 Reappointment of David Glenn

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing David Glenn to ESD #9 board with the term to commence on January 1, 2023 and continue until December 31, 2024.

Background

ESD #9 Reappointment of David Glenn

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	12/05/2022 10:43 AM
Form Started By: Mary Perez		Started On: 12/02/2022 10:10 AM
Final Approval Date: 12/05/2022		

Commissioners Court - Regular Session **23.**

Meeting Date: 12/20/2022

Re-appointment of Butch Miller of the Hutto Emergency Services District (ESD) #3 Board

Submitted For: Russ Boles **Submitted By:** Kelley Hernandez, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on re-appointment of Butch Miller of the Emergency Services District Hutto (ESD) #3 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31, 2024.

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	12/15/2022 11:16 AM
Form Started By: Kelley Hernandez		Started On: 12/15/2022 10:20 AM
Final Approval Date: 12/15/2022		

Commissioners Court - Regular Session **24.**

Meeting Date: 12/20/2022

Re-appointment of Dan Hejl of the Hutto Emergency Services District (ESD) #3 Board

Submitted For: Russ Boles **Submitted By:** Kelley Hernandez, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on re-appointment of Dan Hejl of the Hutto Emergency Services District (ESD) #3 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31, 2024.

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	12/15/2022 11:16 AM
Form Started By: Kelley Hernandez		Started On: 12/15/2022 10:22 AM
Final Approval Date: 12/15/2022		

Commissioners Court - Regular Session **25.**

Meeting Date: 12/20/2022

Re-appointment of Ann Cano of the Hutto Emergency Services District (ESD) #3 Board

Submitted For: Russ Boles **Submitted By:** Kelley Hernandez, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on re-appointment of Ann Cano of the Hutto Emergency Services District (ESD) #3 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31, 2024.

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	12/15/2022 11:17 AM
Form Started By: Kelley Hernandez		Started On: 12/15/2022 10:23 AM
Final Approval Date: 12/15/2022		

Commissioners Court - Regular Session **26.**

Meeting Date: 12/20/2022

Appointment of Susie Fontenot as President of the Emergency Services District (ESD) #6

Submitted For: Russ Boles **Submitted By:** Kelley Hernandez, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Susie Fontenot as President of the Wier Emergency Services District (ESD) #6 Board of Directors for a two-year term beginning January 1, 2023 and ending on December 31, 2024.

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	12/15/2022 11:14 AM
Form Started By: Kelley Hernandez		Started On: 12/15/2022 09:35 AM
Final Approval Date: 12/15/2022		

Commissioners Court - Regular Session **27.**

Meeting Date: 12/20/2022

re-appointment of Mike Keller as Treasurer of the Weir Emergency Services District (ESD) #6

Submitted For: Russ Boles **Submitted By:** Kelley Hernandez, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on re-appointment of Mike Keller as Treasurer of the Emergency Services District (ESD) #6 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31, 2024.

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	12/15/2022 01:30 PM
Form Started By: Kelley Hernandez		Started On: 12/15/2022 09:53 AM
Final Approval Date: 12/15/2022		

Commissioners Court - Regular Session **28.**

Meeting Date: 12/20/2022

re-appointment of Robert Avant of the Coupland Emergency Services District (ESD) #10 Board

Submitted For: Russ Boles **Submitted By:** Kelley Hernandez, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on re-appointment of Robert Avant of the Coupland Emergency Services District (ESD) #10 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31, 2024

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	12/15/2022 11:18 AM
Form Started By: Kelley Hernandez		Started On: 12/15/2022 10:33 AM
Final Approval Date: 12/15/2022		

Commissioners Court - Regular Session **29.**

Meeting Date: 12/20/2022

re-appointment of Mike Rinderknecht of the Coupland Emergency Services District (ESD) #10 Board

Submitted For: Russ Boles **Submitted By:** Kelley Hernandez, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on re-appointment of Mike Rinderknecht of the Coupland Emergency Services District (ESD) #10 Board of Directors for a two-year term beginning January 1, 2023, and ending on December 31, 2024

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	12/15/2022 11:19 AM
Form Started By: Kelley Hernandez		Started On: 12/15/2022 10:34 AM
Final Approval Date: 12/15/2022		

Commissioners Court - Regular Session **30.**

Meeting Date: 12/20/2022

Williamson County Non-Liability Damage Claim Settlement and Release Authority Policy

Submitted By: Shannon Francis, Commissioners Court

Department: Commissioners Court

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to adopt a Williamson County Non-Liability Damage Claim Settlement and Release Authority Policy.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Non-Liability Damage Claim Settlement and Release Authority Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/15/2022 11:59 AM
Form Started By: Shannon Francis		Started On: 12/15/2022 11:28 AM
Final Approval Date: 12/15/2022		

Williamson County Non-Liability Damage Claim Settlement and Release Authority Policy

I. Purpose

The purpose of this policy is to authorize assigned Williamson County personnel to approve settlement amounts and execute claim releases in non-liability damage claims involving County-owned vehicles and property where Williamson County is the claimant.

II. Policy

The Williamson County Commissioners Court authorizes the Commissioners Court General Counsel Department to approve the settlement amount in non-liability damage claims involving County-owned vehicles and property where Williamson County is the claimant, and to execute any claim releases and related documents.

PASSED AND APPROVED by the Williamson County Commissioners Court to be effective as of this 20th day of December, 2022 (Effective Date).

Williamson County, Texas

By: _____
Bill Gravell, Jr.
Williamson County Judge

Policy Approved and Adopted by
Williamson County Commissioners Court
December 20, 2022

Commissioners Court - Regular Session **31.**

Meeting Date: 12/20/2022

Approval of Extension of Contract #1708-179 Electronic Payment Processing System

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a three-month contract extension with Accelerated Card Company, LLC dba Certified Payments in order to allow additional time for the department to complete evaluations on the three vendor submittals to RFP #22RFP150.

Background

Per County Treasurer's request, an additional three-month extension has been requested to allow additional time to complete the evaluation on new solicitation #22RFP150 for these services. This extension will expire March 30, 2023. The first extension term expired as of September 30, 2022, and the second extension term will expire on December 31, 2022. There is no funding source for this contract. All merchant service fees are paid by the customers making the payments. Department Point of Contact is Scott Heselmeyer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum #3

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/15/2022 07:06 AM
County Judge Exec Asst.	Becky Pruitt	12/15/2022 08:48 AM
Form Started By: Kim Chappius		Started On: 12/12/2022 02:14 PM
Final Approval Date: 12/15/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIRD ADDENDUM FOR SERVICES CONTRACT BETWEEN WILLIAMSON COUNTY, TEXAS AND ACCELERATED CARD COMPANY LLC, d/b/a CERTIFIED PAYMENTS

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

THIS THIRD ADDENDUM TO SERVICE CONTRACT (**Accelerated Card Company, LLC, d/b/a Certified Payments,** Williamson County RFP #1708-179) is made and entered into by and between Williamson County, Texas (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Accelerated Card Company, LLC, d/b/a Certified Payments** (hereinafter "Service Provider"), a corporation operating in the State of Texas with an address located at 100 Throckmorton St. Ste 200 Fort Worth, TX 76102. The County and Service Provider agree to the following additional terms to the Agreement between the parties:

I.

Term: The term of this Agreement shall be extended until March 31, 2023.

II.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature
Date: _____, 2022

ACCELERATED CARD COMPANY LLC, d/b/a CERTIFIED PAYMENTS:

_____
Authorized Signature
Date: 12/12, 2022

Commissioners Court - Regular Session **32.**

Meeting Date: 12/20/2022

Approval of Agreement for Aerial Construction, Pole Replacement, and Fiber Splicing at Bob Phillips Building from Brycomm, LLC for IT Department

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 #202393 between Williamson County and Brycomm, LLC for aerial construction, pole replacement, and fiber splicing in the amount of $21,713.27, pursuant to DIR Cooperative Contract #DIR-CPO-4777, and authorizing execution of the agreement.

Background

The proposal is attached that outlines the scope of work for network connectivity at the Bob Phillips building. Work will include aerial construction, pole replacement and fiber splicing at the Bob Phillips building. Legal and contract audit have reviewed the proposal. A standard Williamson County Services Agreement was suggested for this project. This expenditure will be charged to project funds: P537; 2021CIP; Task 3. Department point of contact is Chris Ball.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/15/2022 10:46 AM
County Judge Exec Asst.	Becky Pruitt	12/15/2022 11:02 AM
Form Started By: Erica Smith		Started On: 12/14/2022 11:22 AM
Final Approval Date: 12/15/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
FIBER MAINTENANCE
(Bob Phillips Install)

(Via DIR Contract #DIR-CPO-4777)

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 **BRYCOMM, LLC**, **(hereinafter "Service Provider")**, 15302 Marsha St., Austin, TX 78728. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

As described in the attached Statement of Work/Quote dated December 2, 2022, which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit(s) "A," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $21,713.27.**

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

IV.

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

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

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

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

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

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

V.

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

A. As described in the attached Statement of Work/Quote dated December 2, 2022, which is incorporated herein as if copied in full;

B. DIR-CPO-4777; and

C. Any required insurance certificates evidencing required coverages.

VI.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for

the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract.

VII.

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

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	Chris Gonzales _____
Authorized Signature	Authorized Signature
_____	Chris Gonzales
Printed Name	Printed Name
Date: _____ ___, 2022	Date: December 14, 2022

Exhibit(s)
Statement of Work/Quote dated December 2, 2022,
Which is incorporated herein as if copied in full

BRYCOMM
NETWORK CABLING | LIGHTING | A/V | SECURITY | OSP

Williamson County
TX

A Proposal For

WILLIAMSON COUNTY
1848

DIR CONTRACT NUMBER:
DIR-CPO-4777

Bob Phillips Fiber Install

Prepared by:
Chris Gonzales
chris.gonzales@brycomm.com
O: 512-712-4008
M: 512-569-5309

Date: 12-2-22

Submit Contracts & PO's to: chris.gonzales@brycomm.com

We appreciate your interest in our services and thank you for the chance to offer the following proposal for this project. Our proposal incorporates the following:

Project Name: Bob Phillips Fiber Install
Scope of Work: Aerial Construction, Pole Replacement, Fiber Splicing
Estimated By: Chris Gonzales **Submit Contracts & PO's to:** chris.gonzales@brycomm.com

Scope of Work:

1. Engineer and permit for excavation in COG right-of-way
2. Engineer, permit and provide PLAs for (2) GTE poles
3. Remove and replace (1) Frontier pole with a 30" class 3 wood utility pole.
4. Place 1-12 strand armored SM FOC from Bob Phillip's Bldg. to the existing splice enclosure on MLK St.
5. Provide and install a 19" Panduit rack, wire managers, and ladder tray in the new communication room.
6. Terminate 12 strands in new LIU with LC-type connectors.
7. Verify and splice 12 strands from Justice Center MDF to Bob Phillips Bldg. via the existing splice enclosure on MLK St.

I. PRICING SUMMARY:

LABOR DESCRIPTION		QTY	UNIT OF MEASURE	COST	TOTAL
ITEM #	LABOR				
UC-OSP-031	Hang or Rehang splice case	1	ea.	$ 115.00	$ 115.00
UC-OSP-035	Fusion Splice Fiber Optic Pigtails	12	ea.	$ 29.00	$ 348.00
UC-OSP-036	Fusion Splicing, SM Fiber	12	ea.	$ 35.00	$ 420.00
UC-OSP-043	Bi-Directional OTDR Testing (dual wavelength)	12	ea.	$ 16.00	$ 192.00
HC-OSP-011	Supervisor Labor	24	hr.	$ 39.00	$ 936.00
HC-OSP-013	3man line crew	24	hr.	$ 95.00	$ 2,280.00
HC-OSP-014	Bucket Truck Usage	24	hr.	$ 75.00	$ 1,800.00
UC-OSP-107	Operator	8	hr.	$ 45.50	$ 364.00
HC-OSP-015	Digger Derrick Truck Usage	8	hr.	$ 125.00	$ 1,000.00
AERIAL OSP LAB	Laborer	8	hr.	$ 65.00	$ 520.00
INSTALL RACK LT	Lead Technician	8	hr.	$ 75.00	$ 600.00
INSTALL RACK ET	Entry Level Technician	8	hr.	$ 65.00	$ 520.00
MGMT SVCS SPM	Sr. Project Manager	16	hr.	$ 105.00	$ 1,680.00
DESIGN SVCS L3	Design Level 3	36	hr.	$ 99.00	$ 3,564.00
				LABOR SUB-TOTAL:	$14,339.00

	MATERIAL DESCRIPTION	QTY	UNIT OF MEASURE	COST	TOTAL
ITEM #					
1	12 Strand Armored OSP FOC	700	ft.	$ 0.52	$ 364.00

10	1/4" EHS Strand w/Attachment Hardware	400	ft.	$ 0.51	$ 204.00
12	Slack Management Brackets	1	set	$ 56.06	$ 56.06
13	Lashing Material	700	ft.	$ 0.09	$ 63.00
15	Splicing Consumables	24	ea.	$ 0.50	$ 12.00
25	Anchor, Downguy, and Guard	2	ea.	$ 85.80	$ 171.60
29	Panduit 2 Post 19" Rack	1	ea.	$ 228.00	$ 228.00
30	Panduit 6" Vertical Wire Manager	2	ea.	$ 1,344.00	$ 2,688.00
31	Panduit 1U Port Fiber Box	1	ea.	$ 292.00	$ 292.00
33	Panduit SM LC 6 Duplex Adapter Panel - 12F	1	ea.	$ 113.60	$ 113.60
34	Panduit Fan Out Kit	1	ea.	$ 44.80	$ 44.80
35	Panduit Panel Blank	3	ea.	$ 6.00	$ 18.00
44	Chatsworth - 18" Ladder Tray and Accessories	1	ea.	$ 892.00	$ 892.00
45	Grounding/Bonding	1	ea.	$ 123.20	$ 123.20
48	Wood Utility Pole 30'/Class 3	1	ea.	$ 1,828.00	$ 1,828.00
49	Ground Rod 5/8" x 8'	1	ea.	$ 24.00	$ 24.00
50	Structural Pole Setting Foam	1	ea.	$ 112.00	$ 112.00
51	1" PVC Conduit w/Acc.	1	ea.	$ 84.00	$ 84.00
52	Paint	1	ea.	$ 56.00	$ 56.00
	0				
	0	MATERIAL SUB-TOTAL:			$7,374.26
		TOTAL:			$ 21,713.27

Thank you for the opportunity and feel free to contact me if you have any questions or concerns.

Chris Gonzales
Key Account Manager - OSP
O: 512-712-4008 x126 | M: 512-569-5309
www.brycomm.com
Security License #B17431

Commissioners Court - Regular Session **33.**

Meeting Date: 12/20/2022

Award of RFQ #21RFSQ2 Design and Engineering Services for the North Jail Roof

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 the Design and Engineering Services for the North Jail Roof Replacement Project under RFQ #21RFSQ2 to Reliance Architecture, LLC in the amount of $31,200.00 and authorize execution of the agreement.

Background

Reliance Architecture, LLC is recommended for award on an as-needed basis through RFQ #21RFSQ2 for this particular project as they have demonstrated success and experience with like projects. The funding source is 01.0100.1008.004509 and the point of contact is Dwayne Gossett.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA Jail North Roof project

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/15/2022 11:04 AM
County Judge Exec Asst.	Becky Pruitt	12/15/2022 11:11 AM
Form Started By: Johnny Grimaldo		Started On: 12/14/2022 11:34 AM
Final Approval Date: 12/15/2022		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Jail North Roof Replacement** ("Project")

ARCHITECT/ ENGINEER: **Reliance Architecture, LLC** ("A/E")
Antonio Naylor, AIA, ALEP; Principal Architect
12 Chisolm Trail; Suite 200
Round Rock, Texas 78681

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 **design roof replacement for existing North Jail;** and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.

County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

2.3 Project Documents.

In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1
Texas Accessibility Standards (TAS) of the Architectural Barriers Act, **Article 9102, Texas Civil Statutes**, Effective March 15, 2012, including latest revisions

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.

A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.

A/E must sign the Debarment Certification enclosed herewith as Exhibit E.

3.3 Financial Interest Prohibited.

A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1

In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2

A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

4.2.1

The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2

As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3
The detailed Basic Services for the Project is set forth herein as Exhibit A to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.
A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.
A/E agrees to complete the Basic Services within the time period set forth in Exhibit C. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Thirty-One Thousand, Two Hundred Dollars ($ 31,200)** 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 Twelve Dollars ($ 312)**.

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:

Reliance Architecture, LLC
Antonio Naylor, AIA, ALEP; Principal Architect
12 Chisolm Trail; Suite 200
Round Rock, Texas 78681

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:

Reliance Architecture, LLC
12 Chisolm Trail; Suite 200
Round Rock, Texas 78681

Attention:
Antonio Naylor, AIA, ALEP
Principal Architect

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:
Reliance Architecture, LLC

By: _____
Signature

Antonio Naylor
Printed Name

President/Principal Architect
Title

Date Signed: 12/12/2022

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.

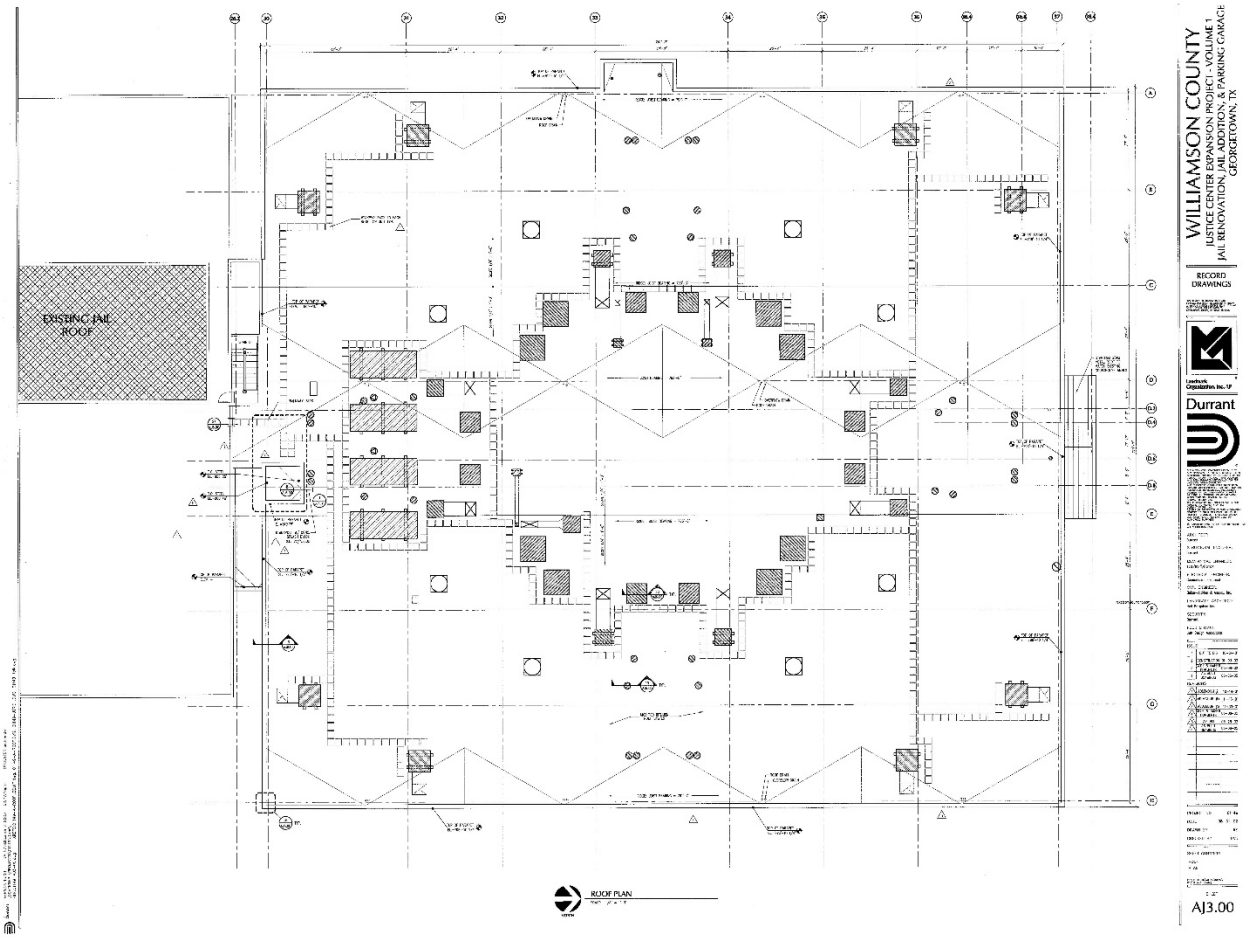
Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily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

Williamson County Jail - North
508 S. Rock St.
Georgetown, TX
1008.4509



Assess scope and provide construction documents for replacement of 40,000sf of roof.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Exhibit C – *Production Schedule*. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

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

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

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

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

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

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

C. Prepare a Design Development level cost estimate in a form acceptable to County.

D. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

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

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

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

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

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

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**31,200**	100%
42%	**Reliance Architecture, LLC**	**$**	**13,200**	
58%	**Jim Whitten Roofing Consultants**	**$**	**18,000**	
Phase I - SCHEMATIC DESIGN		**$**	**8,640**	28%
	Reliance Architecture, LLC	$	2,640	
	Jim Whitten Roofing Consultants	$	6,000	
Phase II - DESIGN DEVELOPMENT		**$**	**9,960**	32%
	Reliance Architecture, LLC	$	4,960	
	Jim Whitten Roofing Consultants	$	5,000	
Phase III - CONSTRUCTION DOCUMENTS		**$**	**12,600**	40%
	Reliance Architecture, LLC	$	5,600	
	Jim Whitten Roofing Consultants	$	7,000	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **One Hundred Ninety (190) 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	**12/20/22**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	01/03/23
30% Plans, Specifications and Estimate deliverables	02/02/23
County written authorization to proceed to next phase	02/23/23
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	03/24/23
County written authorization to proceed to next phase	04/14/23
Phase III - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	05/15/23
County written authorization to proceed to next phase	06/05/23
Agreement Termination Date	**06/28/23**

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.

Reliance Architecture, LLC

Signature of Certifying Official

ANTONIO NAYLOR
Printed Name of Certifying Official

PRESIDENT / PRINCIPAL ARCHITECT
Title of Certifying Official

12/13/2022
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 Antonio Naylor (Signatory Name) the President (Signatory Title) of Reliance Architecture (Entity Name), on behalf of said firm.

ANGELICA ARECHIGA
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 05/15/2024
NOTARY ID 13062230-8

Angélica Arechiga
Notary Public in and for the
State of Texas

My commission expires: 05/15/2024

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

Commissioners Court - Regular Session **34.**

Meeting Date: 12/20/2022

Approval of Agreement #202368 for Flooring and Related Services at the Jail from Flooring Solutions, Inc., for Facilities Management

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 agreement #202368 for Flooring and Related Services with Flooring Solutions, Inc., an authorized Shaw dealer, for the replacement of flooring in four areas of the Williamson County Jail, 306 W 4th St., Georgetown, TX 78626 in the not-to-exceed amount of $19,046.00 pursuant to cooperative Sourcewell contracts #080819-SII and #080819-TFU and authorizing the purchase.

Background

Requisition #130528 was submitted by the Facilities Management Department to replace flooring at four different areas of the jail to include the jail records room, first floor surveillance room, second floor surveillance room and third floor surveillance room as outlined in the attached proposals. The scope of work includes the demolition and removal of current flooring, installation of new flooring, materials and labor for installation. Funding source is 01.0100.1008.004509 . Point of contract is Gina Wrehsnig or Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Agreement

Quote

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/15/2022 09:17 AM
County Judge Exec Asst.	Becky Pruitt	12/15/2022 10:09 AM
Form Started By: Stephanie Robles		Started On: 12/14/2022 04:26 PM
Final Approval Date: 12/15/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

CONTRACT FOR FLOORING & RELATED SERVICES (Williamson County Jail)

(Flooring Solutions, Inc., Sourcewell #080819-TFU & #080819-SII)

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 **Flooring Solutions, Inc. (hereinafter "Service Provider")**, 605 W. Howard Lane, Ste. 200, Austin, TX 78753 (ph. 512-335-8089). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

> **As described in the attached three (3) Quotes, one (1) dated December 9, 2022 and two (2) dated October 28, 2022, which are incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s), such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service

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

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $19,046.00.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on October 28 of The County's fiscal year in which the payment becomes due. The said rate in effect on October 28 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

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

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

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

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

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

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

V.

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

A. As described in the attached three (3) Quotes, one (1) dated December 9, 2022 and two (2) dated October 28, 2022, which are incorporated herein as if copied in full;

B. Sourcewell #080819-TFU & #080819-SII; and

C. 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 Addendum 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 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

setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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

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
_____	Clay Brunner
Printed Name	Printed Name
Date: _____ ____, 2022	Date: December 14, 2022

deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental

Exhibit(s)
Quotes – one (1) dated December 9, 2022 and two (2) dated October 28, 2022,
Incorporated herein as if copied in full

Flooring SOLUTIONS INC

605 W HOWARD LANE SUITE 200
Austin , TX 78753
Phone : (512) 335-8089 / Fax: (512) 258-2581

Proposal

Attn: THOMAS CROCKETT
From: Clay Banner
Estimator:
Admin:
Revision #:
Date: 12/9/2022 *Bid Due Date:* 10/28/2022
Plan Date: *Addendum :*

To

WILLIAMSON COUNTY
3101 SE INNER LOOP
GEORGETOWN, TX 78626

Phone: (512) 943-3261-

Project

WILLIAMSON COUNTY JAIL RECORDS ROOM
SHAW CONTRACT SOURCEWELL 080819-SII
405 MARTIN KING ST
GEORGETOWN, TX 78626

DEMO AND INSTALLATION DURING REGULAR HOURS

			Quantity		Unit Price	Line Total
1	**C-1 CARPET SUPPLIED** SHAW COMMERCIAL CARPETS SEA TILE	EARTHY / 72761	150.00	SY	26.747	4,012.00
2	**LABOR TO INSTALL CARPET** FLOORING SOLUTIONS INC. LABOR	NA	150.00	SY	7.493	1,124.00
3	**ADHESIVE MATERIALS SUPPLIED ONLY** SHAW COMMERCIAL CARPETS ADHESIVE - SHAW 5100	4 GALLON PAIL	2.00	EA	113.000	226.00
4	**DEMO OF CARPET** FLOORING SOLUTIONS INC. LABOR	NA	150.00	SY	3.493	524.00
5	**RB-1 WALL BASE** SHAW RESILIENT PRODUCTS WALL BASE 4" COVE	FLINT / 00094	240.00	LF	1.067	256.00
6	**LABOR FOR INSTALL OF RUBBER BASE** FLOORING SOLUTIONS INC. LABOR	NA	240.00	LF	1.000	240.00
7	**FLOOR PREP ALLOWANCE SKIMCOAT FOR 1300** FLOORING SOLUTIONS INC. FLOOR PREP	N/A	1,300.00	SF	1.869	2,430.00

TOTAL (THESE LINE ITEMS TAX EXEMPT) **$8,812.00**

Flooring SOLUTIONS INC.
605 W HOWARD LANE SUITE 200
Austin , TX 78753
Phone : (512) 335-8089 / Fax: (512) 258-2581

Proposal

Attn: **THOMAS CROCKETT**
From: Clay Banner
Estimator:
Admin:
Revision #:
Date: 10/28/2022 *Bid Due Date:* 10/28/2022
Plan Date: *Addendum :*

To

WILLIAMSON COUNTY
3101 SE INNER LOOP
GEORGETOWN, TX 78626

Phone: (512) 943-3261-

Project

WILCO JAIL 1ST FLOOR SURVEILLANCE ROOM.
TARKETT ALLIANCE-168119 SOURCEWELL 080819-TFU
306 W 4th St
GEORGETOWN, TX

PROPOSAL DESCRIPTION

			Quantity		Unit Price	Line Total
1	**STAIR NOSING** FUTURA INDUSTRIES LVT 340 STAIR NOSING	ETCHED ALUMINUM / LVT340	3.00	EA	74.000	222.00
2	**INSTALLATION LABOR ONLY OF STAIR NOSING** FLOORING SOLUTIONS INC. LABOR	NA	3.00	EA	45.000	135.00
3	**DEMO OF CARPET** FLOORING SOLUTIONS INC. LABOR	NA	50.00	EA	3.240	162.00
4	**RB-1 WALL BASE SUPPLIED** JOHNSONITE® WALL BASE (DC)-RUBBER-COVE-4.5" ROLL	BURNT UMBER / DC-63-4.5R	120.00	LF	2.042	245.00
5	**INSTALLATION OF RUBBER BASE** FLOORING SOLUTIONS INC. INSTALLATION LABOR	N/A	120.00	LF	1.817	218.00
6	**LVT-1 SUPPLIED** TARKETT® ID LATITUDE PLANK 6X48	TBD /	360.00	SF	3.408	1,227.00
7	**INSTALLATION LABOR OF VINYL PLANK** FLOORING SOLUTIONS INC. LABOR	NA	360.00	SF	3.500	1,260.00
8	**ADHESIVE MATERIALS SUPPLIED ONLY** TARKETT® ADHESIVE ROLLSMART	4GAL /	1.00	EA	278.000	278.00

TOTAL (THESE LINE ITEMS TAX EXEMPT) **$3,747.00**

All work is to be performed during normal business hours unless noted otherwise.
Only minor floor prep is included.
The filling of holes, trenches, and major floor leveling is not included unless noted otherwise.
Cleaning, waxing, vacuuming or protection of new flooring is not included unless noted otherwise.
Full payment is due ten (10) days from receipt of invoice.
Excludes moisture suppression system.
This proposal is valid for 14 days.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

Flooring Solutions, Inc. - Austin

Signed: _____
Clay Banner

Proposal Total: $3,747.00

WILLIAMSON COUNTY

Signed: _____

Proposed Installation Start Date: _____

Flooring SOLUTIONS INC.
605 W HOWARD LANE SUITE 200
Austin , TX 78753
Phone : (512) 335-8089 / Fax: (512) 258-2581

Proposal

Attn: **THOMAS CROCKETT**
From: Clay Banner
Estimator:
Admin:
Revision #:
Date: 10/28/2022 *Bid Due Date:* 10/28/2022
Plan Date: *Addendum :*

To

WILLIAMSON COUNTY
3101 SE INNER LOOP
GEORGETOWN, TX 78626

Phone: (512) 943-3261-

Project

WILCO JAIL 2ND AND 3RD FLOOR SURVIELLANCE
TARKETT ALLIANCE-168119 SOURCEWELL 080819-TFU
306 W 4th St
GEORGETOWN, TX

PROPOSAL DESCRIPTION

			Quantity		Unit Price	Line Total
1	**STAIR NOSING** FUTURA INDUSTRIES LVT 340 STAIR NOSING	ETCHED ALUMINUM / LVT340	3.00	EA	74.000	222.00
2	**INSTALLATION LABOR ONLY OF STAIR NOSING** FLOORING SOLUTIONS INC. LABOR	NA	3.00	EA	45.000	135.00
3	**DEMO OF CARPET** FLOORING SOLUTIONS INC. LABOR	NA	80.00	SY	2.500	200.00
4	**RB-1 WALL BASE SUPPLIED** JOHNSONITE® WALL BASE (DC)-RUBBER-COVE-4.5" ROLL	BURNT UMBER / DC-63-4.5R	240.00	LF	2.042	490.00
5	**INSTALLATION OF RUBBER BASE** FLOORING SOLUTIONS INC. INSTALLATION LABOR	N/A	240.00	LF	1.817	436.00
6	**LVT-1 SUPPLIED** TARKETT® ID LATITUDE PLANK 6X48	TBD /	684.00	SF	3.409	2,332.00
7	**INSTALLATION LABOR OF VINYL PLANK** FLOORING SOLUTIONS INC. LABOR	NA	684.00	SF	3.500	2,394.00
8	**ADHESIVE MATERIALS SUPPLIED ONLY** TARKETT® ADHESIVE ROLLSMART	4GAL /	1.00	EA	278.000	278.00

TOTAL (THESE LINE ITEMS TAX EXEMPT) **$6,487.00**

All work is to be performed during normal business hours unless noted otherwise.
Only minor floor prep is included.
The filling of holes, trenches, and major floor leveling is not included unless noted otherwise.
Cleaning, waxing, vacuuming or protection of new flooring is not included unless noted otherwise.
Full payment is due ten (10) days from receipt of invoice.
Excludes moisture suppression system.
This proposal is valid for 14 days.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

Flooring Solutions, Inc. - Austin

Signed: _____
Clay Banner

Proposal Total: $6,487.00

WILLIAMSON COUNTY

Signed: _____

Proposed Installation Start Date: _____

Meeting Date: 12/20/2022

Children's Advocacy Center Addition (P530) – Vaughn Change Order 7

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Vaughn Construction, Change Order No. 7 for the Williamson County Children's Advocacy Center Addition Project (P530) in the amount of $48, 232.00. Funding Source is P530.

Background

This change order is for changes in scope requested by Williamson County and will be from owner's contingency. Department point of contact is Angel Gomez. There are no added days to substantial completion.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAC Vaughn CO 7

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/14/2022 02:15 PM
County Judge Exec Asst.	Becky Pruitt	12/14/2022 04:06 PM
Form Started By: Wendy Danzoy		Started On: 12/14/2022 12:02 PM
Final Approval Date: 12/14/2022		

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Williamson County
Children's Advocacy Center
1811 SE Inner Loop
Georgetown, TX 78626

CONTRACT INFORMATION:
Contract For: General Construction

Date: 11/23/2021

CHANGE ORDER INFORMATION:
Change Order Number: 007

Date: 12/05/2022

OWNER: *(Name and address)*
Williamson County, Texas
710 Main Street, Suite 101
Georgetown, TX 78626

ARCHITECT: *(Name and address)*
BLGY Architecture
8001 Centre Park Drive, Suite 150
Austin, TX 78754

CONTRACTOR: *(Name and address)*
J. T. Vaughn Construction
10355 Westpark Drive
Houston, Texas 77042

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Change Order No. 007 includes the below listed Vaughn Change Proposals 014, 015 and 16. For Vaughn Project No. 2860-01.

- CP No. 0014 - Observation Room Window Shades	$ 3,180.00
- CP No. 0015 - Install Plywood Over Ceiling Superstructure	$ 29,860.00
- CP No. 0016 - Water Softener (excl. Install)	$ 15,192.00

The original Contract Sum was	$ 7,749,572.00
The net change by previously authorized Change Orders	$ 327,301.00
The Contract Sum prior to this Change Order was	$ 8,076,873.00
The Contract Sum will be increased by this Change Order in the amount of	$ 48,232.00
The new Contract Sum including this Change Order will be	$ 8,125,105.00

The Contract Time will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT	CONTRACTOR	OWNER
BLGY Architecture *(Firm name)*	J. T. Vaughn Construction, LLC *(Firm name)*	Williamson County, Texas *(Firm name)*
(Signature)	*(Signature)*	*(Signature)*
Brody Harris, Architect	Mike Simpson, Director of Controls	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
12/13/2022	12/8/22	
DATE	DATE	DATE

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User Notes:
(3B9ADA47)

VAUGHN CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

November 03, 2022

Sita Lakshminarayan
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0014

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $3,180 (three thousand one hundred eighty) dollars to provide manual, blackout roller shades in the Interview Rooms per Owner/Architect request for the above referenced project.

Our price is valid for Fourteen (14) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments: Sub Back-up

CC: Brody Harris
Angel Gomez

FORM B

PROJECT: **Children's Advocacy Center**

CHANGE PROPOSAL NO: **286001-0014**

QUOTATION :

Item	Labor	Materials	Subs	Total
Stuart's Shading Solutions, LLC (22):	$0.00	$0.00	$3,015.00	$3,015.00
Vaughn Construction :	$0.00	$165.00	$0.00	$165.00
Totals	$0.00	$165.00	$3,015.00	$3,180.00

TOTAL **$3,180.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: **11/14/2022**

Accepted

By:_____

Date:_____

VAUGHN CONSTRUCTION

By: _____
Doug Boram

Proposal Valid for 14 Days

Stuart's Shading Solutions, LLC

1066 High Hills Drive, Canyon Lake, TX 78133
Carly: (512) 850-3583 Tina (512) 497-1446

WILCO- CO#2 | **Estimate #: 3318469**

Shades for Mirror Glass | **Estimate Date: 11/1/22**

Contact:

ROOM / WIN	# of Units	TOTAL
	8	
	4 normal size windows	
	4 half size windows	
1. Fabric quoted is the same fabric on original bid- 1100 Series 1% fabric		
2. Fascias and blackout side channels are included		
3. Mecho 5 bracket quoted		
4. If blackout fabric is wanted in lieu of 1% fabric, please add $373 to the total sale of this estimate		

Subtotal		$1,982.00
Shipping		included
Labor		$ 660.00
Tax	8.25%	
Total Sale		$2,642.00
		+ 373.00
		$ 3,015.00

Accepted By: **Authorizing Signature:** **Signature Date:**

Stuart's Shading Solutions Contract Notes:

- All Invoices are NET 30 unless otherwise noted above
- Any extra trips incurred by delays in construction schedule will be backcharged $75 per trip
- We do not take responsibility for the inaccuracy of products measured from unfinished conditions. The contractor will be charged for modifications to products that are measured before Stuart's Shading Solutions' recommended date of measure
- Continuous blocking is provided by OTHERS. We require blocking but do not provide it. Does not apply to mullion mounted installs
- Concerning data cabling- Conduit, pull strings, ring and string application, stub ups are not provided by us. On jobs where data wiring is included, we ONLY provide data wire and labor to pull. Pathways provided by OTHERS.
- If it's not listed as included on the estimate, consider it excluded
- This proposal is valid for 90 days.

Chelsea Blackout

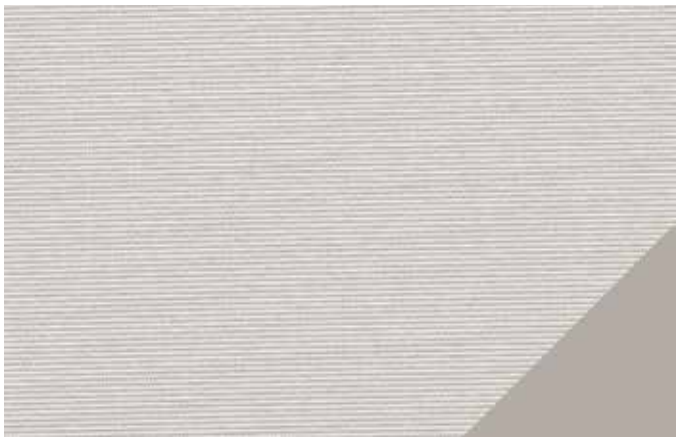
0250 Series (opaque)

This PVC-free fabric combines a fine fabric with solid, graphite or white-colored backing to create a shade cloth that is opaque and attractive from interior and exterior viewpoints.
Visit **mechoshade.com** to request samples.

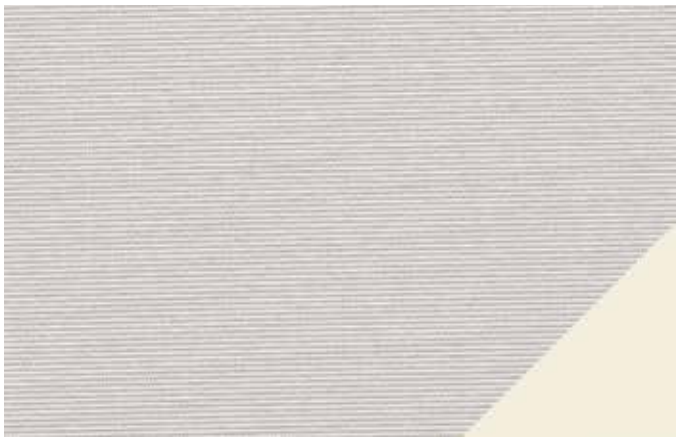
Fire Classification | NFPA 701-2015

Railroading Available | Yes

Shade Cloth Properties | other side



0254 Shale | •Graphite Back



0274 Shale | ◦White Back

Chalk
•0251 | ◦0271

Pearl
•0265 | ◦0285

Sand
•0252 | ◦0272

Napa
•0258 | ◦0278

Silver
•0260 | ◦0280

Shale
•0254 | ◦0274

Slate
•0262 | ◦0282

Graphite
•0253 | ◦0273

Steel
•0264 | ◦0284

Onyx
•0263 | ◦0283

GREENGUARD GOLD

hpd

Material Health BRONZE

NFPA 701

PVC-FREE

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Chelsea Blackout Shade Cloth Properties

0250 Series (opaque)

Acoustic Performance	negligible	Mesh Weight	11.50 oz/yd²	Fabric Thickness	0.018 in

#		Name	Fabric Content
•0251	◦0271	Chalk	50% Acrylic Coating / 50 % Polyester
•0265	◦0285	Pearl	50% Acrylic Coating / 50 % Polyester
•0252	◦0272	Sand	50% Acrylic Coating / 50 % Polyester
•0258	◦0278	Napa	50% Acrylic Coating / 50 % Polyester
•0260	◦0280	Silver	50% Acrylic Coating / 50 % Polyester
•0254	◦0274	Shale	50% Acrylic Coating / 50 % Polyester
•0262	◦0282	Slate	50% Acrylic Coating / 50 % Polyester
•0253	◦0273	Graphite	50% Acrylic Coating / 50 % Polyester
•0264	◦0284	Steel	50% Acrylic Coating / 50 % Polyester
•0263	◦0283	Onyx	50% Acrylic Coating / 50 % Polyester

•Graphite Back ◦White Back

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VAUGHN
CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

November 04, 2022

Sita Lakshminarayan
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0015

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $29,860 (twenty-nine thousand eight hundred sixty) dollars to provide installation of painted plywood over the joist superstructure added in RFI 75 per Architect request including additional safety, temporary protection of installed finishes, and clean up for the above referenced project.

It is assumed in this proposal that the scope of this work can be completed prior to the existing contract's substantial completion date, 02/20/2023. If factors such as material procurement, proposal approval time, etc. cause the scope to be completed after substantial completion, a separate proposal will be made to claim a time extension to the contract and associated General Conditions.

Our price is valid for Fourteen (14) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments: Sub Back-up

CC: Brody Harris
Angel Gomez

FORM B

PROJECT: **Children's Advocacy Center**

CHANGE PROPOSAL NO: **286001-0015**

QUOTATION :

Item	Labor	Materials	Subs	Total
Standard Drywall, Inc. (8):	$0.00	$0.00	$20,730.00	$20,730.00
Central Texas Finishers, LLC (11):	$0.00	$0.00	$5,976.00	$5,976.00
Vaughn Construction : Fee (5.5% on SDI and CTF ONLY)	$0.00	$1,468.00	$0.00	$1,468.00
Vaughn Construction : Vaughn General Works (new subk/CO)	$0.00	$0.00	$1,686.00	$1,686.00
Totals	$0.00	$1,468.00	$28,392.00	$29,860.00

TOTAL **$29,860.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: **11/4/2022**

Accepted

By:_____

Date:_____

VAUGHN CONSTRUCTION

By:_____
Doug Boram

Proposal Valid for 14 Days

PROPOSAL

To: Vaughn Construction

Address: 3920 North IH 35
Austin, Texas 78751

Date:

JOB NAME		JOB ADDRESS
CHILDREN'S ADVOCACY CENTER ADDITION		1811 S.E. INNER LOOP GEORGETOWN, TEXAS 78626

PROPOSAL SUMMARY

06100 Rough Carpentry: Add ¾" CDX Plywood above steel framed joist ceilings above rooms forensic bullpen 154, forensic coordinator 145, conference room 146, program director, family conference/family advocate, family play, and family play and adv. Bullpen 115. Plywood added for sound and not engineered to carry load.

Base Bid Amount	**$20,730**

Addendums: None
Sales tax on Material: None
Prevailing wage: No

is pleased to present the following bid for ***CHILDREN'S ADVOCACY CENTER ADDITION,*** based on plans and specifications dated ***Tuesday, October 11, 2022,*** and subject to the following exclusions and qualifications:

EXCLUSIONS

1. Remodel tax by general contractor.
2. Shop drawings, as-builts, and engineering.
3. BIM.
4. Demolition.
5. Overtime or premium time shift work.
6. Seismic requirements or additional hanger wires at lights/ diffusers for acoustical ceilings.
7. Trade Damage repair.

We look forward to working with you on this project. If you have any questions or concerns, please do not hesitate to contact me at (512) 651-5096 Ext. 101 or feel free to email me at jriddle@standarddrywall.com.

Respectfully Submitted,

Jeremy Riddle
Project Estimator

Thank you for your business!

REQUEST FOR CHANGE ORDER

Ref.# TX8013-019
External/RCO#
GC Ref#
Date Oct 25, 2022
Job # TX8013

To: VAUGHN CONSTRUCTION
10355 WESTPARK DRIVE
HOUSTON, TX 77042
Phone: (281) 808-7772 Fax: (713) 243-8350

Project: WILCO CHILDREN'S ADVOCACY CENTER
1811 S.E. Inner Loop
Georgetown, TX 78626

Contact: Doug Boram

Description: Added plywood ceilings to joist framing for sound

Labor	Phase	Cost Code		
			Total Labor	$10,108.00

Material	Phase	Cost Code		
			Total Material	$8,036.80

Equipment	Phase	Cost Code		
			Total Equipment	$700.00

AUTHORIZED BY: Doug Boram
ON BEHALF OF: VAUGHN CONSTRUCTION
PROJECT MANAGER: JEREMY A RIDDLE
ESTIMATOR: TRENT E PATTESON

Labor Total:	$10,108.00	
Material Total:	$8,036.80	
Sub Trade Total:	$0.00	
Cleanup Total:	$0.00	
Equipment Total:	$700.00	
Misc. Total:	$0.00	
Sub Total:	$18,844.80	
Mark Up:	$1,885.20	10.00%
Total:	**$20,730.00**	

1 - Plywood Cover - 3,065 SF

STEEL SUN SHADE TYPICAL

CEMENTITIOUS PANEL SOFFIT TYPICAL

FORENSIC BULLPEN 154

CATERING 158

LARGE CONFERENCE ROOM 160

WOMENS 157

MENS 156

HALLWAY 155

OPEN TO ABOVE

OPEN TO CUPOLA ABOVE

OBSERVATION 153

INTERVIEW 152

INTERVIEW 151

INTERVIEW 150

HALLWAY 170

EXAM 135

NURSES OFFICE 131

VESTIBULE 100

LOBBY

FAMILY PLAY 1

FAMILY PLAY 2

FAMILY PLAY 3

FAMILY PLAY 4

FAMILY ADVOCATE

FAMILY CONF 3

FAMILY ADVOCATE INTERNS

FAMILY CONF

FAMILY CONF

FAMILY PLAY

FAMILY PLAY

HALLWAY 139

HALLWAY 163

VESTIBULE 162

MDT STAFF OFFICE 165

MDT OPEN OFFICE 166

ELECT 164

HALLWAY 149

PROGRAM ANALYST FORENSIC/ FAM ADV 167

PRIVACY 163

HALLWAY 138

STORAGE - SUPPLIES AND MATERIALS 127

STAFF RECOVERY 122

RESTROOM

RESTROOM

HALLWAY

PROGRAM DIRECTOR

ADV. BULLPEN 115

CEMENTITIOUS SOFFIT TYPICAL

HALLWAY 144

CONFERENCE ROOM 146

FORENSIC COORDINATOR 145

ELT. 147

RISER 148

LOUNGE / FUTURE LOBBY 169

STEEL SUN SHADE TYPICAL

CEMENTITIOUS PANEL SOFFIT TYPICAL

STEEL SUN SHADE TYPICAL

MODIFY TO MATCH EXISTING

EXISITNG TO REMAIN

EXISITNG TO REMAIN

EXISITNG TO REMAIN

PROPOSED

EXISTING

PLAN NORTH

TRUE NORTH

REFLECTED CEILING PLAN LEGEND:

- 2' x 2' ACOUSTICAL CEILING TILE
- 2' x 4' ACOUSTICAL CEILING TILE
- GYPSUM BOARD
- EXPOSED WOOD TILE CEILING. RE: A-3.02 FOR WOOD TILE CEILING

REFLECTED CEILING PLAN GENERAL NOTES

1. REFER TO MEP DRAWINGS AND SPECIFICATIONS FOR DESIGN OF THEIR RESPECTIVE SYSTEMS (DUCT SIZES, CIRCUITING, ETC.). LOCATIONS OF FIXTURES SHALL BE AS SHOWN ON ARCHITECTURAL PLANS AND DETAILS. NOTIFY ARCHITECT OF ANY CONFLICTS PRIOR TO CONSTRUCTION
2. VERIFY FIELD CONDITIONS AND LOCATIONS OF ALL PLUMBING, DUCTS, STRUCTURAL ELEMENTS, AND OTHER APPLICABLE ITEMS. ARRANGE AND MODIFY NON-VISIBLE ITEMS TO ENSURE ADEQUATE CLEARANCE FOR CEILING LAYOUT AS SHOWN
3. REFER TO ELECTRICAL DRAWINGS FOR FIXTURE TYPE AND SCHEDULE
4. REFER TO INTERIOR ELEVATIONS AND ROOM FINISH SCHEDULE FOR ADDITIONAL INFORMATION CONCERNING CEILING HEIGHTS, MATERIALS AND FURRED DOWNS
5. MEASURE EACH CEILING AREA AND ESTABLISH LAYOUT OF ACOUSTICAL UNITS AS SHOWN TO BALANCE BORDER WIDTHS AT OPPOSITE EDGES OF EACH CEILING
6. ALL LIGHT SWITCHES SHALL BE LOCATED 48" TO CENTERLINE ABOVE FINISH FLOOR AND BE LOCATED 6" FROM STRIKE SIDE OF DOOR U.N.O. NOTIFY THE ARCHITECT OF ANY CONFLICT PRIOR TO INSTALLATION.
7. ALL THERMOSTATS SHALL BE LOCATED 48" TO CENTERLINE ABOVE FINISH FLOOR
8. REFER TO MECHANICAL DRAWINGS FOR QUANTITY AND LOCATION OF THERMOSTATS
9. REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR DIFFUSERS, FIXTURES, EQUIPMENT, GRILLES, DUCTS, ETC. - TYPES AND SIZES.
10. CEILINGS AND OTHER SUSPENDED ITEMS SHALL BE ATTACHED TO STRUCTURE BY FULLY EMBEDDED OR "SHEAR" CONNECTION. PULL OUT CONNECTIONS ARE NOT ACCEPTABLE.
11. ALL GYPSUM BOARD CEILINGS SHALL BE 5/8" TYPE "X" GYPSUM BOARD ON SUSPENDED FRAMING PER THE SPECIFICATIONS.
12. CEILING/SOFFIT HEIGHTS ARE NOTED ON REFLECTED CEILING PLANS. HEIGHTS ARE ABOVE FINISH FLOOR
13. CENTER ALL DEVICES, SPRINKLER HEADS, ETC. IN CEILING TILES.
14. PROVIDE CONTINUOUS SOUND BATT INSULATION ABOVE ALL CEILINGS
15. ALL GYP. CEILINGS AND SOFFITS TO BE PAINTED
16. PROVIDE PERMANENT MARKING FOR ALL EQUIPMENT LOCATED ABOVE CEILING TILE
17. ALL HATCHES AND ACCESS PANELS ARE TO BE PAINTED TO MATCH THE ADJACENT WALL UNLESS NOTED OTHERWISE

1 REFLECTED CEILING PLAN

1/8" = 1'-0"

PLOTTED: 9/1/2021 1:23:11 PM

BLGY ARCHITECTURE

BLGY ARCHITECTURE
8001 Centre Park Drive - Suite 150
Austin, TX 78754

512.977.0390 t 512.977.0838 f
www.blgy.com

SITA LAKSHMINARAYAN
8/10/2021

SUBMITTAL

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

CIVIL
HALFF ASSOCIATES
9500 Amherst BLDG F - BLDG F, Suite 125
Austin, Texas 78729
512-777-4600

STRUCTURAL
DATUM ENGINEERS
8140 N. Mopac EXPY - BLDG 1, Suite 120
Austin, Texas 78759
512-488-9480

MEP
HENDRIX CONSULTING ENGINEERS
113 E. Main Street
Round Rock, Texas 78664
512-218-0000

LANDSCAPE
STUDIO 1619
505 W. Liberty Ave, Suite 100
Round Rock, TX 78664
512-534-8680

TECHNOLOGY
TRUE NORTH CONSULTING GROUP
13284 Pond Springs Road, Suite 304
Austin, Texas 78729
512-451-5445

ACOUSTICS
BAI, LLC
4006 Speedway
Austin, Texas 78751
512-476-0464

WILLIAMSON COUNTY

CHILDREN'S ADVOCACY CENTER ADDITION

1811 S.E. INNER LOOP, GEORGETOWN TEXAS 78626

PROJECT NO.: 22002
CONSTRUCTION DOCUMENTS
ISSUE DATE 9/10/2021

No	Date	Description
1	9/1/2021	Addendum 1

REFLECTED CEILING PLAN

A-3.01

REFLECTED CEILINGPLAN (45% of Scale); Takeoff in Active Area: CENTER; Plywood Ceiling; 2021 Project Managing; 10/25/2022 03:08 PM

Central Texas Finishers
8534 Apache Bend
Converse, TX 78109 US
(210) 429-4445
ag@centraltexasfinishers.com
ctfinishers.com

Estimate 2477

ADDRESS
Vaughn Construction
Vaughn Construction
6604 N. Lamar Blvd
Austin, TX 78752 USA

SHIP TO
Vaughn Construction
Vaughn Construction
6604 N. Lamar Blvd
Austin, TX 78752 USA

DATE
11/02/2022

TOTAL
$5,976.23

PROJECT
Wilco Childrens Advocacy Center

ACTIVITY	QTY	RATE	AMOUNT
Paint Paint 3065 sqft of plywood above grid with two coats of Sherwin Williams A100 Paint, Includes elevation equipment and prep work	1	5,976.23	5,976.23

SUBTOTAL	5,976.23
TAX	0.00
TOTAL	$5,976.23

THANK YOU.

Accepted By

Accepted Date

VAUGHN
CONSTRUCTION

10355 Westpark Dr.
Houston, TX 77042

Telephone:
(713) 243-8300

Facsimile:
(713) 243-8350

November 4, 2022

Doug Boram
J.T. Vaughn Construction, LLC
10355 Westpark Dr.
Houston, TX 77042

RE: Wilco Children's Advocacy Center

Subj: Vaughn Project No. 2860-01 – Change Proposal 02

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $1,686 (one thousand six hundred eighty-six dollars and 00/100) to provide temporary protection, cleaning, and dumpster services related to the addition of plywood to the RFI 75 ceiling superstructure rooms for the above referenced project.

Our price is valid for Ten (10) days

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

Very Truly Yours,

VAUGHN CONSTRUCTION

Clayton Coleman

Attachments: Subcontractor/Vendor Backup

CC: Project File

Subcontractor Change Proposal Cover Sheet

Rev. 4.20.17

Project Name: Wilco CAC
SubContractor Name: Vaughn General Works
Prepared By:
Description of Change: Plywood over Ceiling Superstructure - Temporary Protection, Dumpster Services, and Cleaning

Change Proposal No. 002
Change Proposal Date 11/4/2022

Line Item	Description	Quantity	Units	Unit Labor Cost	Labor Hours	Labor Rate	Labor Total	RT Labor Burden Rate	OT Labor Burden Rate	Labor Burden	Mat/Equip Unit Cost	Material Equipment Total	Subcontract
1	**Labor - Addl Clean-up & Safety Maintenance**												
2	General Laborer/ Helper (crew of 1, 1 week, half burden)	20.00	HR		1.00	17.50	350.00	42.00%		147.00		0.00	
3	Working Foreman (crew of 1)	0.00	HR		1.00	24.00	0.00	42.00%		0.00		0.00	
4													
5	**Material/ Equipment**												
6	Addl. Dumpster	1.00	EA				0.00			0.00	495.00	495.00	
6	Addl. Temporary Protection (Plastic/Tape)	1.00	LS				0.00			0.00	0.00	0.00	
7	Addl. Safety Measures/ Maintenance - Misc. Materials	1.00	LS				0.00			0.00	50.00	50.00	
8	Addl. Clean-up - Misc. Materials/Equip	1.00	LS				0.00			0.00	150.00	150.00	
9							0.00			0.00		0.00	
10	**Layout/ Field Engineering**												
11	Foreman (crew of 1, 1/2 week, half burden)	10.00	HR		1.00	24.00	240.00	42.00%		100.80		0.00	
12	Addl. Consumables (tape, prints, etc.)	0.00	LS				0.00			0.00	25.00	0.00	
13							0.00			0.00		0.00	
14	**Subcontrator**												
15							0.00			0.00		0.00	
16							0.00			0.00		0.00	
17							0.00			0.00		0.00	
18							0.00			0.00		0.00	
	SUBTOTAL				1		590			248		695	0

Work Performed by Contractor	**Work preformed by Subcontractors own employees**	**SUBTOTAL**	$ 1,532.80
10%	FEE (includes Profit and Overhead Fee)		$ 153.28
	Managing subcontracted work (per Contract)	**SUB TOTAL**	$ -
Managed Subcontracted Work	FEE (includes Profit and Overhead Fee)		$ -
10%		**SUB TOTAL**	$ 1,686.08
	Bond Rate % if applicable: 0.000%		$ -
		TOTAL FOR THIS CHANGE PROPOSAL	**$ 1,686**

VAUGHN CONSTRUCTION

1811 SE Inner Loop
Georgetown, TX
78626

T: (512) 663-7461

December 04, 2022

Sita Lakshminarayan
BLGY Architecture
8001 Centre Park Dr. Suite 150
Austin, TX 78754

Re: Children's Advocacy Center

Job No: 286001

Subj: Change Proposal No. 286001-0016

Dear Sir or Madam:

We respectfully submit our proposal for an increase to our contract in the amount of $15,192 (fifteen thousand one hundred ninety-two) dollars to provide purchase, storage, delivery, start-up, and training of a water softener at the request of the Owner for the above referenced project.

Installation of the water softener is excluded. It is assumed in this proposal that the scope of this work can be completed prior to the existing contract's substantial completion date, 02/20/2023. If factors such as material procurement, proposal approval time, etc. cause the scope to be completed after substantial completion, a separate proposal will be made to claim a time extension to the contract and associated General Conditions.

Our price is valid for Fourteen (14) days

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

Very truly yours,
VAUGHN CONSTRUCTION

Doug Boram

Attachments: Sub Back-up

CC: Brody Harris
Angel Gomez

FORM B

PROJECT: **Children's Advocacy Center**

CHANGE PROPOSAL NO: **286001-0016**

QUOTATION :

Item	Labor	Materials	Subs	Total
Texas Quality Services, LLC (25):	$0.00	$0.00	$14,400.00	$14,400.00
Vaughn Construction : Fee (5.5%)	$0.00	$792.00	$0.00	$792.00
Totals	$0.00	$792.00	$14,400.00	$15,192.00
	Insurance, Tax, Benefits on Labor			$0.00
	Overhead			$0.00
	Fee on Subs			$0.00
	Fee on JTV			$0.00
	Bond			$0.00
	Remodel Tax			$0.00
	TOTAL			**$15,192.00**

TIME EXTENSION TO CONTRACT: 0 Days

Submitted Date: **12/6/2022**

Accepted

By:_____

Date:_____

VAUGHN CONSTRUCTION

By:

Doug Boram

Proposal Valid for 14 Days

HVAC • PLUMBING • UTILITIES • MED GAS • BACK FLOW TESTING

Texas Quality Services LLC
322 Southland Dr
Burnet, TX 78611

Office: 512.243.5335
Fax: 512.243.6425
info@texasqualityservices.com

WWW.TEXASQUALITYSERVICES.COM TACLA00028865C | M38328 | BP0014375

SUBCONTRACTOR REQUEST FOR CHANGE ORDER

Date: 12/6/2022 **Subcontractor C.O. #:** _____

Project: Children's Advocacy

General Contractor: Vaughn

TQS Contact: Justin Stevens **Phone:** cell 512-944-8111

In connection with our Subcontract for work to be performed at the above project, the following plumbing change has been requested.

Description of Work or Discrepancy on Drawing:
Procure, store and delivery water softener.

Change Order Breakdown:

Labor

How many helpers		How many hours		Cost per hour	
How many plumbers		How many hours		Cost per hour	

Total Cost _____

Material

Item:	Water Softener	Cost:	$10,190.51
Item:		Cost:	
Item:		Cost:	

Total Material Cost $10,190.51

Miscellaneous Items

Equipment Rental:	Pickup from Warehouse	Cost:	$650.00
Equipment Rental:	Storage	Cost:	$1,000.00
Other (describe):	Delivery and Unload at Site w/ Skidsteer	Cost:	$1,250.00

Total Miscellaneous Cost $2,900.00

Subtotal $13,090.51

Overhead & Profit 10% $1,309.05

Total Change Order Request $14,399.56

The conditions hereinbefore referred to are as follows:

- The aforementioned changes, and work affected thereby shall be performed under the same terms and conditions that are included in the original contract unless stated otherwise.
- This change order includes all materals, labor, tools, equipment, supervision and related taxes necessary to perform the above-mentioned work.

Submitted by: Justin Stevens Title: Owner Date: 7/24/2022

Approved by: _____ Title: _____ Date: _____

AIR CONDITIONING • HEATING • PLUMBING • MED GAS • BACK FLOW TESTING

Texas Quality Services LLC
322 Southland Dr
Burnet, TX 78611

Office: 512.715.0271
Fax: 512.715.0272
info@texasqualityservices.com

WWW.TEXASQUALITYSERVICES.COM TACLA00028865C | M43279 | BP0014375

PROPOSAL
11/22/2022

Project Name:
WILCO Children's Advocacy
Water Softener Procurement

Plumbing

1. Purchase, store, and deliver water softener

Notes

1. Proposal is bid from model number only
2. A full set of plans and specs were not provided
3. Must be used on pressures below 100 psi
4. Installation by others

Exclusions

1. Excludes installation

Total: $14,400

THIS PROPOSAL IS VALID FOR 60 DAYS FROM DATE OF PROPOSAL. DUE TO ONGOING INCREASES IN MATERIAL AND THE LABOR FORCE; PRICE COULD CHANGE-CONTACT THE ESTIMATOR PRIOR TO AWARDING A CONTRACT, THANK YOU.

Texas Quality Services LLC
322 Southland Dr
Burnet, TX 78611

Office: 512.715.0271
Fax: 512.715.0272
info@texasqualityservices.com

All work completed by Texas Quality Services is guaranteed by a 1 year warranty beginning on the agreed completion day. Work will not be warranted if it is destroyed or damaged by acts of nature (tornado, flood, falling trees, etc.) or intentionally damaged by another outside source.

Guarantee:

All work completed by Texas Quality Services is to be done in a timely manner and in a neat fashion. We aim to please our customers and will honor any special requests within reason.

If the proposal is acceptable and you wish to have Texas Quality Services complete the specified work then please sign and date below and email it to me at tell@texasqualityservices.com. If you have any questions or would like a revised bid please let me know and we will make every effort to fulfill that request in a timely manner.

_____

Signature and Date

WINSTON WATER COOLER, LTD.

WINSTON WATER COOLER AUSTIN SOUTH
505 E BEN WHITE BLVD
AUSTIN, TX 78704
Phone 512-960-3363
Fax 512-960-3364

Quotation

EXPIRATION DATE	QUOTE NUMBER
11/24/2022	S3618713

WINSTON WATER COOLER AUSTIN SOUTH
505 E BEN WHITE BLVD
AUSTIN, TX 78704
Phone 512-960-3363
Fax 512-960-3364

QUOTE TO:

TEXAS QUALITY SERVICES LLC
322 SOUTHLAND DRIVE
BURNET, TX 78611

SHIP TO:

TEXQUA- WILLIAMSON COUNTY CHILDRENS
1811 S.E. INNER LOOP
JOB #21053
GEORGETOWN, TX 78626

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
74622	H&T WATER SOFTENER		PEYTON MCDONOUGH

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
PEYTON MCDONOUGH		NET 10TH PROX	10/25/2022	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	SHIPPING INSTRUCTIONS *We are bidding from Model Number only *We do not have full set of pans *We do not have written specs *We are bidding non-code fiberglass tanks *Must be on pressures below 100 psi we do not know what type of water being supplied, if on well water we will need to test the water before *Installtion by others *Options not listed are considered not included		
1ea	^HEAT & TREAT HT-42-0150-20-NT-SIMPLEX WATER SOFTENER SYSTEM 150,000 GRAIN 2900 VALVE W/METER DELAY AND AIR FLOAT VALVE , SIMPLEX SYSTEM PUTD 08/10/2022 KT	7615.829/ea	7615.83
1ea	^FREIGHT	700.000/ea	700.00
2ea	1/4 BRASS TEE LOW LEAD IMPORT	3.669/ea	7.34
2ea	1/4 X 6 BRASS NIPPLE LOW LEAD IMPORT	4.677/ea	9.35
2ea	^O-10 P/N: SEC-201L-254F - 0-160 PSI LIQUID-FILLED GAUGE; SS CASE/BRASS INTERNALS; 2-1/2" DIAL, 1/4" NPT BOTTOM CONNECTION PUTD 02/11/2022 KT	33.787/ea	67.57

** Continued on Next Page **

WINSTON WATER COOLER, LTD.

Quotation

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
11/24/2022	S3618713	2 of 2

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
4ea	^O-9 HEAT AND TREAT GAUGE COCK .25" MALE BY FEMALE PART # A-15 GAUGE-COCK.25"MXF PUTD 02/11/2022 KT	10.053/ea	40.21
1ea	HACH 5B WATER HARDNESS TEST KIT (1453-00)	69.679/ea	69.68
1ea	^K-2 WALL MOUNT BOX FOR 5-B TEST KIT, PUTD 06/22/2021 KT	53.526/ea	53.53
10ea	SOFTENER SALT PELLETS - 50LB BAGS (49 BAGS PER PALLET)	12.700/ea	127.00
1ea	^STARTUP EXTERNAL START-UP SERVICE TRIP 1 , START-UP AND OWNER TRAINING .. IF 2nd trip is needed ADD $ 200.00 PLUS $150.00 per hour	1500.000/ea	1500.00

Pricing is valid for a period of 30 days unless stated otherwise. Company standard terms of sale apply. Pricing on bids do not include sales tax. Material quoted is based on our interpretation of information provided and must be verified by buyer. All material returned must be pre-approved prior to return. Restocking fees, return freight / handling fees may apply.

Subtotal	10190.51
S&H Charges	0.00
Amount Due	10190.51

Commissioners Court - Regular Session **36.**

Meeting Date: 12/20/2022

Authorize Issuing IFB #23IFB22 County Road Seal Coat FY23 for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for County Road Seal Coat FY23 for Road and Bridge, under IFB #23IFB22.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced sealing, and striping crews and equipment for County Road Seal Coat FY 23. Budgeted amount: $2,378,065.00 on an as needed basis. The funding source is 01.0200.0210.003599. The department point of contact is Kon Kwon.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/15/2022 11:06 AM
County Judge Exec Asst.	Becky Pruitt	12/15/2022 11:12 AM
Form Started By: Johnny Grimaldo		Started On: 12/14/2022 11:35 AM
Final Approval Date: 12/15/2022		

Commissioners Court - Regular Session **37.**

Meeting Date: 12/20/2022

Approval of Purchase of Commercial Driver's License Training from Good Roby LLC for Road and Bridge 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 purchase of six (6) Class A CDL Training classes via the CDL Elite Program from Good Roby LLC #202394 for the Road and Bridge Department in the amount of $21,300.00 and authorizing the agreement.

Background

Approval of this item will support the operations of the Williamson County Road and Bridge Department. Requisition #130563 was submitted for the purchase of Class A CDL Training classes in the amount of $3,550.00 per lesson and for a total amount of $21,300.00. The CDL Elite training program consists of driver instruction classes with unlimited hours of behind-the-wheel training, and the furnishing of a dual controlled car for all practical instruction. Three (3) quotes were obtained. Funding source is 01.0200.0210.004232. The point of contact is Lee Garrett.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/15/2022 09:24 AM
County Judge Exec Asst.	Becky Pruitt	12/15/2022 10:08 AM
Form Started By: Stephanie Robles		Started On: 12/14/2022 03:43 PM
Final Approval Date: 12/15/2022		

CDL TRAINING AT GOOD ROBY
116 McNutt Rd

To the Order of
THE WILLIAMSON COUNTY ROAD AND BRIDGE

Quote # [redacted]

Item	Description	Unit Price	Quantity	Amount
Product	The CDL "ELITE" Program	3550.00	6.00	21,300.00

Subtotal	21,300.00
Total	21,300.00
Amount Paid	0.00
Quote	$21,300.00

Quote Date 10/26/2022

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

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.

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.

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.

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 ten (10) 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.

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

WILLIAMSON COUNTY:	**GOOD ROBY LLC:**
_____	_____
Authorized Signature	Authorized Signature
_____	Oleksandr Mazur
Printed Name	Printed Name
Date: _____, 2022	Date: _____December,13th_____, 2022

My contact info:
Alex Mazur +1 [redacted]
cdltraining@goodroby.com

Commissioners Court - Regular Session **38.**

Meeting Date: 12/20/2022

Authorize Issuing IFB #23IFB21 Ronald Reagan Blvd. at Elizabeth Park Blvd. Temporary Signals for HNTB

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Ronald Reagan Blvd. at Elizabeth Park Blvd. Temporary Signals, under IFB #23IFB21. Funding Source is P336.

Background

Williamson County is seeking qualified contractors for the construction of installing temporary signals and re-striping. Budgeted amount: $250,000.00. Funding source: P336. Point of contact is Randy Ehresman.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/15/2022 11:00 AM
County Judge Exec Asst.	Becky Pruitt	12/15/2022 11:01 AM
Form Started By: Gretchen Glenn		Started On: 12/13/2022 04:32 PM
Final Approval Date: 12/15/2022		

Commissioners Court - Regular Session **39.**

Meeting Date: 12/20/2022

2022 MS4 Annual Report

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the MS4 Stormwater Annual Report.

Background

2022 MS4 Annual Report.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2022 MS4 Annual Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2022 04:07 PM
Form Started By: Vicky Edwards		Started On: 12/14/2022 01:51 PM
Final Approval Date: 12/14/2022		

Phase II (Small) MS4 Annual Report Form

TPDES General Permit Number TXR040000

A. General Information

Authorization Number: TXR040112

Reporting Year (year will be either 1, 2, 3, 4, or 5): 4

Annual Reporting Year Option Selected by MS4:

Calendar Year:

Permit Year:

Fiscal Year: Fiscal Last day of fiscal year: September 30, 2022

Reporting period beginning date: (month/date/year): October 1, 2021

Reporting period end date: (month/date/year): September 30, 2022

MS4 Operator Level: Two Name of MS4: Williamson County

Contact Name: Roger Hickman Telephone Number: 512-943-3345

Mailing Address: 3151 SE Inner Loop, Austin, TX 78731

E-mail Address: roger.hickman@wilco.org

A copy of the annual report was submitted to the TCEQ Region: YES

Region the annual report was submitted to: TCEQ Region 11

B. Status of Compliance with the MS4 GP and SWMP

1. Provide information on the status of complying with permit conditions: (TXR040000 Part IV.B.2)

	Yes	No	Explain
Permittee is currently in compliance with the SWMP as submitted to and approved by the TCEQ.	X		
Permittee is currently in compliance with recordkeeping and reporting requirements.	X		
Permittee meets the eligibility requirements of the permit (e.g., TMDL requirements, Edwards Aquifer limitations, compliance history, etc.).	X		
Permittee conducted an annual review of its SWMP in conjunction with preparation of the annual report	X		

2. Provide a general assessment of the appropriateness of the selected BMPs. You may use the table below to meet this requirement (**see Example 1 in instructions**):

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
1.0: Public Education, Outreach and Involvement	1.1: Community Education	**No.** Due to the staffing shortages, Williamson County was unable to provide a presentation to Georgetown High School.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	1.2: Garden & Lawn	**Yes** Texas Master Garden Workshops are presented once a month.
	1.3: Recycling & Household Waste	**Yes.** There was one Recycling and Household Hazardous Waste event on April 23, 2020. The second one was held on September 24, 2022.
	1.4: Pet Waste Program	**Yes.** Two pet waste stations have been installed at the Williamson County Regional Park.
	1.5: Public Notice	**No.** We completed the review for our MS4 Stormwater Management Plan update for FY 2020-2025 on February 12, 2020. We are still waiting for permission to publish our Public Notice from the TCEQ.
	1.6 Website	**No.** The 2014-2019 SWMP and 2019 MS4 Annual Report is available on the Williamson County Website. We are still waiting for permission form the TCEQ to publish the 2020-2025 SWMP.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
2.0: Illicit Discharge Detection and Elimination	2.1: MS4 Mapping	**Yes**. • A map has been developed of the MS4 system including the location of the following: MS4 receiving streams, Storm Water Outfalls, and Permit Coverage Area. • New outfalls and drainage structures have been identified during the review of development and construction plans and have been added to the MS4 system map (on-going program). • A method has been developed and implemented for updating the MS4 map with new drainage structures and outfalls (on-going program). • Procedures have been developed and implemented for identifying new outfalls found in the field while conducting the MS4 outfall screening programs. • Training has been conducted for MS4 screening personnel and plan review personnel on proper procedures for updating the MS4 map and outfall inventory (on-going program).
	2.2: Staff Training	Yes. • Roger Hickman, Austin Nelson and Doug Woodall have updated their Qualified Preparer of Stormwater Pollution Prevention Plans certifications. • Bryant Davis, Cason Cerda and Brandley King have completed their Qualified Compliance Inspector of Stormwater certificate. • Austin Nelson and Roger Hickman have also attended the TCEQ MS4 Regional Stormwater Workshop in January 2022.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	2.3: Public Complaints	**Yes**. • A list of locally occurring non-storm water discharges that were observed by the public is maintained. • A hotline phone number for reporting of potential illicit discharges by the public has been established. The Williamson County Illicit Discharge Hotline (512-943-3330) is posted on the County's website. • Appropriate public education activities designed to inform the public of the hotline and types of potential discharges to report has been conducted (on-going program). • Internal procedures for receiving hotline phone calls has been developed. • Internal reporting forms to track reported discharges, investigation of public reports, and corrective actions associated with the elimination of illicit discharges reported by the public has been developed. • Investigations initiated by the public have been conducted if the reports are valid. All public reports received during the reporting year were investigated and documented.
	2.4: Field Screening Inlets	**Yes.** • Personnel have been trained in field techniques necessary for the identification of illicit discharges • A system has been put in place through the County's MS4 GIS Database to track locations of illicit discharges upon identification. • A schedule has been developed that allows for the screening of the entire MS4 system within the permit term. • Outfall screening efforts have been conducted according to the developed schedule. • Internal tracking and record keeping procedures have been developed and implemented for outfall screening results. • Records of outfall screening and investigations for each outfall and any elimination activities are maintained.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	2.5: Sewage Facility Discharges	**Yes**. • A list of locally occurring non-storm water discharges that were observed by the public is maintained. • A hotline phone number for reporting of potential illicit discharges by the public has been established. The Williamson County Illicit Discharge Hotline (512-943-3330) is posted on the County's website. • Appropriate public education activities designed to inform the public of the hotline and types of potential discharges to report has been conducted (on-going program). • Internal procedures for receiving hotline phone calls has been developed. • Internal reporting forms to track reported discharges, investigation of public reports, and corrective actions associated with the elimination of illicit discharges reported by the public has been developed. • Investigations initiated by the public have been conducted if the reports are valid. All public reports received during the reporting year were investigated and documented.
	2.6 High Priority Discharge Points	Yes • Staff has begun to enter all illegal dumping complaint points into the MS4 GIS database. • In 2023, the M44 staff will review the data and determine of there are locations were dumping and illegal sediment discharge is regularly occurring.
	2.7 Spill Prevention	Yes • The Williamson County construction inspection team and other appropriate personnel are trained on hazardous materials and spill prevention and response. Every year, spill response training is provided to employees on the following topics: spill prevention methods, spill containment, emergency procedures, spill reporting, and hazardous substance inventory.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
3.0: Construction Site Runoff	3.1: Staff Training	**Yes.** • All Williamson County inspectors have been certified Qualified Inspectors of Stormwater. • All MS4 inspectors attended a spill response plan training on March 19, 2019.
	3.2: Construction Plan Review	**Yes** • Construction plans are reviewed and accepted by the Land Development Department. During the review process, the location of the construction site is verified to determine if it is within Wilco MS4 jurisdiction. The review of the erosion control plan is part of the land development review. This review is performed by a Qualified Preparer of Stormwater Compliance.
	3.3: Construction Inspection	**Yes.** • Qualifying construction sites are inspected using appropriate procedures and forms to ensure compliance with storm water regulations (on-going program). • Williamson County inspection personnel have been trained on construction storm water regulations and inspection procedures (on-going program).

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
		• Voluntary on-site meetings are conducted as needed with owners and operators of local construction sites that are not in compliance with TCEQ construction storm water regulations. Letters of non-compliance are issued to owners and operators of local construction sites that do not voluntarily comply with TCEQ construction storm water regulations (on-going program).
4.0: Post-Construction Site Runoff	4.1: First Year After NOT	Yes • Within one year of the final NOT, Staff must visit the site twice. The first visit must be 6 months after the NOT has been submitted and the second must be after 1 year. Staff must review the site or subdivision plan for location of vegetated areas, channels, detention ponds, and discharge points.
	4.2: Long Term	Yes • After the initial first year, staff will catalogue the discharge points that discharge directly to the waters of Texas. These points will be added to the County's GIS database and inspected as part of the illicit discharge prevention program.
5.0: Pollution Prevention and Good Housekeeping for Municipal Operations	5.1: Williamson County Parks	Yes • Two pet waste stations were installed in Williamson County Regional Park.
	5.2: Landfill	Yes • The landfill was inspected in March 2020 and November 2020. During the inspection, we noted blown trash was being picked up on site and throughout the local area.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	5.3: Equipment Storage and Maintenance	Yes • The Williamson County equipment storage facility is responsible for housing all heavy construction equipment such as motorgrades, backhoes, gradalls, rollers and streetsweepers. The equipment storage facility is located at 3151 SE
	5.4: Fuel and Chemical Storage	Yes. Williamson County Inspects five fuel and chemical storage facilities yearly to check for leaks or spills. Location A: Central Maintenance Facility - unleaded, diesel and propane - 3151 SE Inner Loop, Georgetown, TX 78626 Location B: Florence Yard - unleaded, diesel and propane -1100 FM 970 Florence, Tx 76527 Location C: Granger Barn - unleaded, diesel and propane - 16350 FM 971 Granger, Tx 76530 Location D: Taylor Barn - unleaded, diesel and propane -104 Mississippi St Taylor, Tx 76574 Location E: Round Rock Annex – propane Only - 1801 East Old Settlers Blvd Round Rock, Tx 78664 Location F: Cedar Park Annex – propane Only - 350 Discovery Blvd Cedar Park, Tx 78613

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	5.5: County Buildings	Yes • Williamson County owns 62 properties/buildings, one of which is located within the MS4 jurisdiction at 175 CR 138 Hutto, Texas. This building is the Task Force Building and is used as office space for the Sheriff's Department. Williamson County contracts out landscaping and lawncare needs per yearly contract which is available upon request.
	5.6: Vehicle Storage & Maintenance	Yes • The Williamson County vehicle storage and maintenance yard is used to house county vehicles, trailers, tools and impounded cars. All county vehicles and heavy equipment are inspected and reported once a year to maintain engine performance and reduce unwanted leaks.
	5.7: Employee Communication	Yes • The Williamson County stormwater team meets monthly to discuss the program processes including the illicit discharge management program. Included in this group are members of the road maintenance crews and development review personnel. Information is then disseminated to other departments and employees as needed.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	5.8: County Road Projects	Yes • Williamson County contracts all major road, stormwater and building projects to third-party development contractors. All contractors and subcontractors must demonstrate training and competency with the TCEQ General Construction Permit's (TXR150000) requirements. The contractors must obtain approved SWPPPs from the TCEQ and hire independent environmental consulting services to inspect all best management practices for compliance with the approved SWPPPs.
	5.9: Routine Road Maintenance	Yes • Williamson County Road and Bridge Department performs maintenance activities such as leveling, re-paving, pothole repair, mowing, hydroseeding and culvert cleanout on portions of 1443 linear miles of roads. This work allows for regular maintenance of roads as well as maintenance of drainage systems.
6.0: Industrial Stormwater Sources		**No.** • Williamson County is a Level 2 small MS4 and as such is not required to implement this minimum control measure. Much of this information is included in MCM #5 (Pollution Prevention and Good Housekeeping for Municipal Operations) above.

3. Describe progress towards achieving the goal of reducing the discharge of pollutants to the MEP. If no progress was made or the BMP did not result in a reduction in pollutants, provide an explanation. Use the table below to meet this requirement (**see Example 2 in instructions**):

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
1.1	Community Educations	PowerPoint Presentation	0	Presentations	**No.** Though this BMP does not result in a direct reduction of pollutants, increasing public awareness will eventually reduce pollutants.
1.2	Garden and Lawn Educations	Monthly Presentations	12	Monthly meetings and presentations	**No.** Though this BMP does not result in a direct reduction of pollutants, educating citizens and providing information increases public awareness will eventually reduce pollutants.
1.3	Recycling and Household Waste	Events	2	Events	**Yes.** This BMP results in the collection and redirection of recyclables. Many of these items may end up in the ditches since the landfill does not take substances such as paint, old gasoline or other chemicals.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
1.4	Pet Waste Program	Pet Waste Stations	2	Pet Waste Stations	**Yes.** Providing a method to reduce pet waste in the parks directly reduces the bacteria loads to the local watersheds.
1.5	Public Notice	Published Notice	0	Published Notice	**No.** Though this BMP does not result in a direct reduction of pollutants, educating citizens and providing information increases public awareness will eventually reduce pollutants.
1.6	County Stormwater Website	Stormwater Program Information	1816	Unique Website Visits	**No.** Though this BMP does not result in a direct reduction of pollutants, educating citizens and providing information increases public awareness will eventually reduce pollutants.
2.1	Maintain the MS4 map	Construction Plans	0	New Outfalls Identified	**No.** Though this BMP does not result in a direct reduction of pollutants, adding new outfalls to the MS4 map identifies additional locations to inspect.
2.2	Illicit Discharge Employee Training	Certified Stormwater Plan Preparer Training Course	5	5 employees received renewals	**No.** Though this BMP does not result in a direct reduction of pollutants, training of employees will allow identification and reporting illicit discharges. Action can then be taken to remove the pollutant and track the source.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
2.3	Public Complaints	Calls or email submissions to staff	283	Total Environmental Calls	**No.** Though this BMP does not result in a direct reduction of pollutants, public complaints will allow identification and reporting illicit discharges. Action can then be taken to remove the pollutant and track the source.
2.4	MS4 Outfall Screening	Appearance	32	Each	**Yes.** When illicit discharges are observed, immediate action can be taken to remove the pollutant and track the source. Results of screenings have demonstrated pollutants to be minimal.
2.5-2.7	Illicit Discharge Hotline	Total Environmental Calls New Illegal Dumping Cases Previous Illegal Dumping Cases	283 205 195	Each Each Each	**Yes.** When illegal dumping is reported by the public or observed during field inspections, immediate corrective action can be taken to remove the pollutant.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
		Corrective Action	256	Each	
3.2	Subdivision Construction Plan Review	Subdivision and Site Plan sets	141	Subdivision and Site Plan Reviews	**No.** Though this BMP does not result in a direct reduction of pollutants, subdivision plan reviews assures the inclusion of appropriate control measures and compliance with TCEQ regulations for storm water.
3.3	Subdivision Construction Site Inspection	Construction Sites	250	Construction Sites within the MS4 Area Inspected	**Yes.** When illicit discharges are observed during on-site inspections, immediate corrective action can be taken to remove the pollutant.
4.1	Post Construction Review	Post Closure Construction Sites under Warranty	0	Construction Sites within the MS4 Area Inspected	**Yes.** When illicit discharges are observed during on-site inspections, immediate corrective action can be taken to remove the pollutant.
5.1	Williamson County Parks	Pet Waste Stations	2	Installed Waste Stations	**Yes.** Providing a method to reduce pet waste in the parks directly reduces the bacteria loads to the local watersheds.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
5.2	Williamson County Landfill -	Inspections	2	Inspections per Year	**No.** While the inspections do not directly reduce the trash or bacteria loads in the watersheds, they do assist in monitoring and enforcement.
5.3	Equipment Storage and Maintenance Facility Inspections	Inspections	12	Inspections per Year	**No.** While the inspections do not directly reduce the trash or bacteria loads in the watersheds, they do assist in monitoring and enforcement.
5.4	Fuel and Chemical Storage Facilities	Inspections	5	Inspections per Year	**No.** While the inspections do not directly reduce the trash or bacteria loads in the watersheds, they do assist in monitoring and enforcement.
5.5	County Buildings	Inspections	1	Inspections per Year	**No.** While the inspections do not directly reduce the trash or bacteria loads in the watersheds, they do assist in monitoring and enforcement.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
5.6	Vehicle Maintenance	Vehicle Service Records	1,213	Vehicles serviced	**Yes.** Inspections of all vehicles includes identifying the presence and remediation of any fluid leaks, which prevents the discharge of fluids into the stormwater system.
5.8	County Road Projects	Inspections	45	Inspections per Year	**No.** While the inspections do not directly reduce the trash or bacteria loads in the watersheds, they do assist in monitoring and enforcement.
5.9	Routine Road and Right of Way Maintenance	Work Orders Performed	167	Culverts Cleaned, Ditches Cleaned	**Yes.** Maintaining the culverts and ditches will reduce the sediment loads to local creeks and rivers.

4. Provide the measurable goals for each of the MCMs, and an evaluation of the success of the implementation of the measurable goals (**see Example 3 in instructions):**

5. MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain
1.0: Public Education, Outreach and Involvement	1.1: Designed power point presentation	**Goal NOT Accomplished –** presentation was canceled due to staffing shortage. Will be rescheduled in Year 5.
	1.2: Monthly Meetings and Presentations	**Goal Accomplished** – 12 meetings were held in FY 20.
	1.3: Household Hazardous Waste Events.	**Goal Accomplished** – Two events held in Year 4.
	1.4: Pet Waste Stations	**Goal Accomplished** – Two stations installed in Year 4.
	1.5: Public Notice	**Goal Partially Accomplished** – The Williamson County SWMP was approved by the TCEQ in February. We are still waiting for a formal approval letter to publish the SWMP.

	1.6: County Stormwater Website.	**On-going program** - 1816 website visits.
2.0: Illicit Discharge Detection and Elimination	2.1: Maintain the MS4 map and Outfall Inventory	**On-going Program** – Zero new outfalls were added to the MS4 map during Year 4.
	2.2 Illicit Discharge Employee Training	**On-going Program** – five employees were recertified during Year 4.
	2.3 Public Complaints	**On-going Program** – 283 public complaints were received during Year 4. All were investigated.
	2.4: MS4 Outfall Screening	**On-going Program** – 32 outfalls were screened during Year 4.
	2.5 On-site Sewage Facility Discharges	**On-going Program** – 26 Public nuisance complaints were investigated in Year 4.
	2.6 High Priority Discharge Points	**On-going Program** – The program is collecting data to analyze in Year 4.
	2.7 Spill Prevention and Response Plan	**Goal Accomplished -** A spill response plan was developed and staff was trained in Year 2.

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain
3.0: Construction Site Runoff	3.1: Construction Inspection Procedures	**On-going Program** – Inspection forms and procedures were reviewed and revised to ensure compliance with TCEQ construction storm water regulations.
	3.2: Construction Plan Reviews	**On-going Program** – Construction plans for 62 subdivisions and 28 site plans were reviewed during Year 4
	3.3: Construction Site Inspection	**On-going Program** – Inspection of 250 construction sites were reviewed during Year 4. These include new subdivision construction and utility installations.
4.0 Post Construction Site Runoff	4.1 Post Warranty Construction Inspection	**Goal Accomplished -** Zero sites inspected since there are zero sites in the MS4 area.

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain
5.0: Pollution Prevention and Good Housekeeping for Municipal Operations	5.1: Williamson County Parks	**Goal Accomplished** – Two pet waste stations installed in Williamson County Regional Park.
	5.2: Williamson County Landfill	**Goal Accomplished -** Two inspections conducted for compliance with MS4 requirements.
	5.3 Equipment Storage and Maintenance Facility Inspections	**On-going Program** – Equipment is checked for leaks and maintained as needed.
	5.4 Fuel and Chemical Storage Facilities	**On-going Program** – Chemical storage areas are checked for leaks and maintained as needed.
	5.5 County Buildings	**On-going Program** –The single county building in the MS4 area is inspected every year for landscaping issues and trash
	5.6 Vehicle Maintenance	**On-going Program** – Vehicles are checked for leaks and maintained as needed.
	5.7 Employee Communication	**Goal Accomplished** – Meetings have resumed in September 2021.

	5.8 County Road Projects	**On-going Program** – Monthly inspections of eleven new county road construction sites were performed during Year 4.
	5.9 Routine Road and Right of Way Maintenance	**On-going Program** – Culverts are cleaned out and ditch maintenance is performed on a regular basis as needed.

C. Stormwater Data Summary

Provide a summary of all information used, including any lab results (if sampling was conducted) to assess the success of the SWMP at reducing the discharge of pollutants to the MEP. For example, did the MS4 conduct visual inspections, clean the inlets, look for illicit discharge, clean streets, look for flow during dry weather, etc.?

Visual observations were conducted during outfall screenings. Outfalls were screened for odor, color, clarity, floatable, deposits or stains, vegetations conditions, structural conditions, biological condition. Also, water flow was estimated and logged for each outfall. Photographs were taken of outfall structures to compare their condition to previous years' inspection.

D. Impaired Waterbodies

Identify whether an impaired water within the permitted area was added to the latest EPA-approved 303(d) list or the Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d). List any newly-identified impaired waters below by including the name of the water body and the cause of impairment. TCEQ Surface Water Viewer. None, there are no new impaired water bodies.

1. If applicable, explain below any activities taken to address the discharge to impaired waterbodies, including any sampling results and a summary of the small MS4's BMPs used to address the pollutant of concern. None, there are no streams with TMDL's in Williamson County.

2. Describe the implementation of targeted controls if the small MS4 discharges to an impaired water body with an approved TMDL. There are no streams in Williamson County listed with TMDL's

3. Report the benchmark identified by the MS4 and assessment activities:

Benchmark Parameter ***(Ex: Total Suspended Solids)***	**Benchmark Value**	**Description of additional sampling or other assessment activities**	**Year(s) conducted**
Not Applicable			

4. Provide an analysis of how the selected BMPs will be effective in contributing to achieving the benchmark:

Benchmark Parameter	**Selected BMP**	**Contribution to achieving Benchmark**
Not Applicable		

6. If applicable, report on focused BMPs to address impairment for bacteria:

Description of bacteria-focused BMP	Comments/Discussion
Installed pet waste stations in Williamson County Parks.	The pet waste stations are designed to inform the public on the negative environmental effects of pet waste and provide an environmentally responsible method of disposal.
OSSF Enforcement	The On-Site Sewage Facility Department at Williamson County helps eliminate and prevent health hazards by regulating and properly planning the location, design, construction, installation, and operation of on-site sewage disposal systems. A maintenance plan is also required for aerobic systems to help prevent bacteria from entering local water sources such as wells, streams, aquifers, recharge zones and lakes.

7. Assess the progress to determine BMP's effectiveness in achieving the benchmark.

   For example, the MS4 may use the following benchmark indicators:

   - number of sources identified or eliminated;
   - number of illegal dumpings;
   - increase in illegal dumping reported;
   - number of educational opportunities conducted;
   - reductions in sanitary sewer flows (SSOs); /or
   - increase in illegal discharge detection through dry screening.

Benchmark Indicator	Description/Comments
Not applicable – we have no streams with TMDL's in Williamson County	

E. Stormwater Activities

Describe activities planned for the next reporting year:

MCM(s)	BMP	Stormwater Activity	Description/Comments
MCM 1: Public Education, Outreach and Involvement	1.1 Community Education	Staff will present a stormwater quality presentation to Georgetown High School and attempt to find other audience for this presentation.	A significant aspect of a successful stormwater management program is keeping the community well informed. The Public Education, Outreach and Involvement minimum control measure consists of BMPs focused on the development of a comprehensive program to educate the public about the impacts that stormwater discharges have on local water bodies.
	1.2 Garden and Lawn Care	The County will choose a topic related to garden/lawn care education and post material such as brochures at county offices and local retail stores.	The County will acquire, create and support the production of public education and outreach materials focused on garden and lawn care education.
	1.3 Recycling and Household Hazardous Waste	The County will hold two recycling and household hazardous waste disposal events.	Williamson County will operate a hazardous waste and recycling drop off center. The center will be open to the public and allow free hazardous waste disposal and recycling. The County will print and website media to advertise these events and provide locations for drop off centers four times throughout the year.

	1.4 Pet Waste	The County will install and maintain two additional pet waste disposal stations at a county parks.	The County will acquire, create and support the production of public education and outreach materials focused on proper disposal of pet waste. The County will work with the Parks Department to support the maintenance of pet waste disposal stations.
	1.5 Public Notice	The County will post the SWMP Notice of Intent public notice in three newspapers in the surrounding area to help educate the public.	This public announcement will be published in the Hill Country Sun.
	1.6 County Website	Continue to update Williamson County's Stormwater Management webpage with new or updated as-needed basis.	Williamson County maintains a website, https://www.wilco.org/Departments/Storm-Water-Management, for public communication regarding stormwater policies and information. The site contains the latest SWMP, any proposed changes to the SWMP, any Notice of Change submittals, general information on stormwater pollution and information on reporting illicit discharges.
MCM 2: Illicit Discharge	2.1 MS4 Mapping	Review entire MS4 map and ensure outfalls recently constructed are included in the map. Establish a new process to include outfalls in the map during the construction inspection process.	As adjacent cities annex land next to their city limits, from time to time it is found that an MS4 outfall no longer lies within Williamson County's jurisdictional area. Information regarding such outfalls is passed on to the appropriate MS4 Operator. Occasionally, outfalls are discovered that were not previously part of the inventory.
	2.2 MS4 Training	Training will be provided for all personnel involved in on-site field screening of outfalls and	The principal MS4 staff have been certified as Qualified Preparers of Storm Water Pollution Prevention Plans. Furthermore, members of the construction inspection staff have been certified as Qualified Compliance Inspectors of Stormwater. These certificates are valid

	construction site inspection.	for two years and then must be renewed. Staff will attend at least 4 hours of training per year to enhance their education and experience.
2.3 Public Complaints	Conduct 100% of illicit discharge investigation complaints. Document and archive 100% of the inspection results on a case by case basis by the end of each fiscal year.	Public complaints are submitted through the Illicit Discharge Hotline (512-943-3330). These complaints primarily consist of illegal dumping of trash and refuse. County workers will first investigate the complaint. If required, the site is to be cleaned up including removal of trash, sediment, and other pollutants. All complaints and work orders will be cataloged in the VUE works database. If a responsible party can be located, the case is to be referred to the constable based on the precinct.
2.4 Field Screening Inlets	Continue to screen 20% of the documented outfalls each year.	New outfalls will be identified throughout construction plan review and onsite inspections.
2.5 OSSF Discharges	Investigate all OSSF complaints by the end of the fiscal year. Maintain records of initial investigations, results, and enforcement activities.	Failing on-site sewage facilities may result in overland discharge. If a discharge is observed, it must be immediately reported to the OSSF group. Public complaints are received through the illicit discharge hotline (512-943-3330). When an OSSF complaint is received, staff has one business day to investigate and determine the appropriate response including issuing a violation notice.
2.6 High Priority Discharges	Identify all discharge points within high priority areas based on complaints logged and proximity to impaired streams.	Staff determines high priority areas based on two criteria: 1. Proximity to impaired streams.

			2. Significant number of complaints within a given time period.
	2.7 Spill Prevention and Response Plan	Identify new and existing staff who need additional training on spill response protocol and update the list of hazardous material found in the Williamson County Spill Prevention and Response Plan.	The Williamson County construction inspection team and other appropriate personnel are trained on hazardous materials and spill prevention and response. Every year, spill response training is provided to employees on the following topics: spill prevention methods, spill containment, emergency procedures, spill reporting, and hazardous substance inventory.
MCM 3: Construction Site Runoff	3.1 Construction Plan Review	Revise internal tracking and plan review procedures as appropriate to address the following issues: conformance to the latest TCEQ stormwater regulations, appropriate use of temporary erosion controls, and inclusion of any required local, state, and/or federal stormwater permit documents	Construction plans will first be reviewed and accepted by the Land Development Department. During the review process, the location of the construction site is verified to determine if it is within Wilco MS4 jurisdiction.
	3.2 Construction Site Inspection	Williamson County Staff will be responsible for inspecting all commercial, subdivision, road bond, and road maintenance activities throughout all active phases of construction to ensure stormwater compliance is achieved.	There are three types of construction activities inspected by Williamson County Stormwater Management: 1) commercial projects located within the MS4 jurisdiction, 2) road bond and road maintenance projects located outside the city limits, and 3) subdivision developments located within the MS4.

MCM 4: Post Construction	4.1 First Year after Notice of Termination	Inspect all completed construction projects within the Williamson County MS4 jurisdiction twice a year. The first site visit must be within 6 months after the NOT was submitted. The second site visit must be after one year has passed since the NOT was submitted.	Within one year of the final NOT, Staff must visit the site twice. The first visit must be 6 months after the NOT has been submitted and the second must be after 1 year. Staff must review the site or subdivision plan for location of vegetated areas, channels, detention ponds, and discharge points.
	4.2 Long Term	After the initial first year, staff will catalogue the discharge points that discharge directly to the waters of Texas. These points will be added to the County's GIS database and inspected as part of the illicit discharge prevention program	After the initial first year, staff will catalogue the discharge points that discharge directly to the waters of Texas. These points will be added to the County's GIS database and inspected as part of the illicit discharge prevention program.
MCM 5: Pollution Prevention	5.1 Williamson County Parks	The County will install two pet waste disposal stations within a County park.	These sites are susceptible to erosion and sediment loss during construction, pesticide and herbicide pollution, and horse and pet waste pollution. Erosion and sedimentation will be controlled during construction as required by the site's SWPPP. Pet waste is contained in plastic manure bags and deposited in bins. Horse Manure is collected at stable facilities and placed in dumpsters.
	5.2 Williamson County Landfill	The County will inspect the landfill and recycling sites for compliance.	The landfill is located at 600 County Road 128, Hutto, TX 78634. Waste Management Inc. is under contract to manage the landfill. The landfill is permitted through

		the TCEQ under MSW 1405B. Per MSW 1405B, all leachate and contaminated surface water will be collected and managed per the leachate management plan. Interim sediment controls include berms, silt fences, temporary vegetation, mulch, hay bales, perimeter channels and sedimentation ponds. Permanent controls include sedimentation basins, drainage channels drainage terraces, and vegetated cover.
5.3 Equipment Storage and Maintenance	Inspect equipment storage and maintenance facilities for inadequacies and compliance.	The Williamson County equipment storage facility is responsible for housing all heavy construction equipment such as motorgrades, backhoes, gradalls, rollers and streetsweepers. The equipment storage facility is located at 3151 SE Inner Loop Georgetown, TX 78626.
5.4 Fuel and Chemical Storage	Inspect each fueling station and County records once per year for compliance with TCEQ petroleum storage tank requirements	Location A: Central Maintenance Facility - unleaded, diesel and propane - 3151 SE Inner Loop, Georgetown, TX 78626 Location B: Florence Yard - unleaded, diesel and propane -1100 FM 970 Florence, Tx 76527 Location C: Granger Barn - unleaded, diesel and propane - 16350 FM 971 Granger, Tx 76530 Location D: Taylor Barn - unleaded, diesel and propane -104 Mississippi St Taylor, Tx 76574 Location E: Round Rock Annex – propane Only - 1801 East Old Settlers Blvd Round Rock, Tx 78664

		Location F: Cedar Park Annex – propane Only - 350 Discovery Blvd Cedar Park, Tx 78613
5.5 County Buildings	Perform at least one post construction stormwater inspection at 175 CR 138 by the end of each fiscal year	Williamson County owns 62 properties/buildings, one of which is located within the MS4 jurisdiction at 175 CR 138 Hutto, Texas. This building is the Task Force Building and is used as office space for the Sheriff's Department. Williamson County contracts out landscaping and lawncare needs per yearly contract which is available upon request.
5.6 Vehicle Storage	Inspect 100% of county vehicles and document all inspections for reporting to TCEQ	The Williamson County vehicle storage and maintenance yard is used to house county vehicles, trailers, tools and impounded cars. All county vehicles and heavy equipment are inspected and reported once a year to maintain engine performance and reduce unwanted leaks.
5.7 County Employee Communication & Training	Meet with the stormwater team once a month to determine our stormwater needs and revise the stormwater program as necessary	The Williamson County stormwater team meets monthly to discuss the program processes including the illicit discharge management program. Included in this group are members of the road maintenance crews and development review personnel. Information is then disseminated to other departments and employees as needed.
5.8 County Road	Review and inspect all county road development projects within the MS4 at least once a month	Williamson County contracts all major road, stormwater and building projects to third-party development contractors. All contractors and subcontractors must demonstrate training and competency with the TCEQ General Construction Permit's (TXR150000) requirements. The contractors must obtain approved SWPPPs from the TCEQ and hire independent environmental consulting services to inspect all best management practices for compliance with the approved SWPPPs.

5.9 Routine Road Maintenance	County will review the right-of-way and road maintenance procedures to determine if additional measures can be taken to minimalize environmental impacts.	Williamson County Road and Bridge Department performs maintenance activities such as leveling, re-paving, pothole repair, mowing, hydroseeding and culvert cleanout on portions of 1443 linear miles of roads. This work allows for regular maintenance of roads as well as maintenance of drainage systems.

F. SWMP Modifications

1. The SWMP and MCM implementation procedures are reviewed each year.

__X__Yes___No

2. Changes have been made or are proposed to the SWMP since the NOI or the last annual report, including changes in response to TCEQ's review.

____Yes__X__No

If "Yes," report on changes made to measurable goals and BMPs:

MCM(s)	Measurable Goal(s) or BMP(s)	Implemented or Proposed Changes (Submit NOC as needed)
Not Applicable		

Note: If changes include additions or substitutions of BMPs, include a written analysis explaining why the original BMP is ineffective or not feasible, and why the replacement BMP is expected to achieve the goals of the original BMP.

3. Explain additional changes or proposed changes not previously mentioned (i.e. dates, contacts, procedures, annexation of land, etc.).

G. Additional BMPs for TMDLs and I-Plans

Provide a description and schedule for implementation of additional BMPs that may be necessary, based on monitoring results, to ensure compliance with applicable TMDLs and implementation plans.

BMP	Description	Implementation Schedule (start date, etc.)	Status/Completion Date (completed, in progress, not started)
Not Applicable			

H. Additional Information

1. Is the permittee relying on another entity to satisfy any permit obligations?

___ Yes _X_ No

If "Yes," provide the name(s) of other entities and an explanation of their responsibilities (add more spaces or pages if needed).

Name and Explanation: NA

2.a. Is the permittee part of a group sharing a SWMP with other entities?

___ Yes _X_ No

2.b. If "yes," is this a system-wide annual report including information for all permittees?

___ Yes _X_ No

If "Yes," list all associated authorization numbers, permittee names, and SWMP responsibilities of each member (add additional spaces or pages if needed):

Authorization Number: Not Applicable Permittee: Not Applicable

I. Construction Activities

1. The number of construction activities that occurred in the jurisdictional area of the MS4 (Large and Small Site Notices submitted by construction site operators): 0

2a. Does the permittee utilize the optional seventh MCM related to construction?

___ Yes _X_ No

2b. If "yes," then provide the following information for this permit year:

The number of municipal construction activities authorized under this general permit	
The total number of acres disturbed for municipal construction projects	

Note: *Though the seventh MCM is optional, implementation must be requested on the NOI or on a NOC and approved by the TCEQ.*

J. Certification

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my

knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (printed): Bill Gravell Jr. Title: County Judge

Signature: _____ Date: _____

Name of MS4 Williamson County TXR040112

If you have questions on how to fill out this form or about the Stormwater Permitting program, please contact us at 512-239-4671.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512-239-3282.

Commissioners Court - Regular Session **40.**

Meeting Date: 12/20/2022

Diamond 2586 WA1 SA5 On Call Surveying Services

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 5 to Work Authorization No 1 under Williamson County Contract between Diamond Surveying, Inc and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. This supplemental is to increase the maximum amount payable to $220,000.00. Funding source: 01.0200.0210.004150.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond 2586 WA1 SA5 On Call Surveying Services

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/09/2022 01:59 PM
County Judge Exec Asst.	Becky Pruitt	12/09/2022 02:18 PM
Form Started By: Vicky Edwards		Started On: 12/08/2022 03:41 PM
Final Approval Date: 12/09/2022		

SUPPLEMENTAL WORK AUTHORIZATION NO. _5__
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Professional Surveying Services

This Supplemental Work Authorization No. _5__ to Work Authorization No. __1__ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _1___ dated effective **May 19, 2020** (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$170,000.00** to **$220,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM: Diamond Surveying, Inc.	**COUNTY: Williamson County**
By: _____	By: _____
Signature	Signature
Shane Shafer	Bill Gravell, Jr.
Printed Name	Printed Name
President	Williamson County Judge
Title	Title
December 8, 2022	
Date	Date

Attachment C - Work Schedule

Diamond Surveying will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **41.**

Meeting Date: 12/20/2022

SAM 2586 WA1 SA3 On Call Surveying Services

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 1 under Williamson County Contract between Surveying And Mapping and Williamson County dated May 19, 2020 for On Call Professional Surveying Services. This supplemental is to increase the maximum amount payable to $115,000.00. Funding source: 01.0200.0210.004150.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM 2586 WA1 SA3 On Call Surveying Services

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/09/2022 01:59 PM
County Judge Exec Asst.	Becky Pruitt	12/09/2022 02:18 PM
Form Started By: Vicky Edwards		Started On: 12/08/2022 03:52 PM
Final Approval Date: 12/09/2022		

SUPPLEMENTAL WORK AUTHORIZATION NO. _3__
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: On Call Professional Surveying Services

This Supplemental Work Authorization No. _3_ to Work Authorization No. _1___ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying And Mapping (SAM), LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective May 19, 2020 (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from $65,000.00 to $115,000.00. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
SCOTT BRASHEAR	Bill Gravell, Jr.
Printed Name	Printed Name
SR. PROJECT MANAGER	Williamson County Judge
Title	Title
12/5/22	
Date	Date

Attachment C - Work Schedule

Surveying And Mapping (SAM), LLC will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **42.**

Meeting Date: 12/20/2022

Final plat for the King Rea Spur-Smith Subdivision – Pct 2

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the King Rea Spur-Smith Subdivision – Precinct 2.

Background

This subdivision consists of 3 lots and no new roads.

Timeline

2022-04-13 – initial submittal of the final plat
2022-05-13 – 1st review complete with comments
2022-06-06 – 2nd submittal of final plat with signatures
2022-06-20 – 2nd review complete with comments clear
2022-12-12 – 3rd submittal of final plat with signatures
2022-12-15 – final plat placed on the December 20, 2022, Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

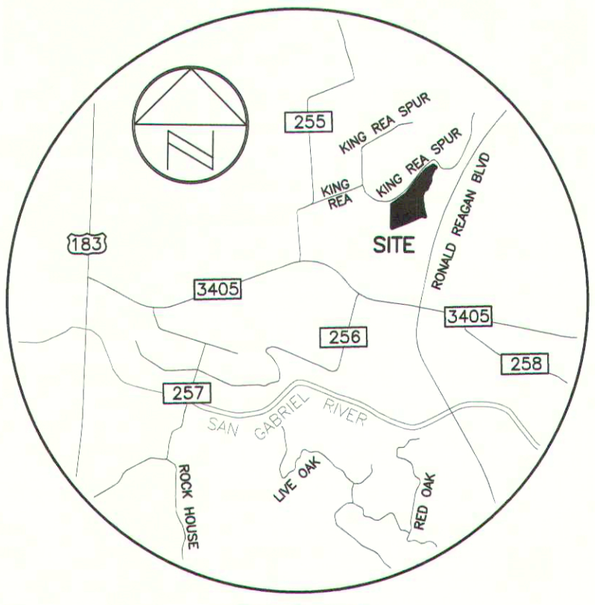
final plat - King Rea Spur-Smith

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/15/2022 11:58 AM
Form Started By: Adam Boatright		Started On: 12/15/2022 11:08 AM
Final Approval Date: 12/15/2022		

FINAL PLAT
KING REA SPUR – SMITH SUBDIVISION
WILLIAMSON COUNTY, TEXAS

BOUNDARY LINE TABLE			
LINE	BEARING	DISTANCE	(RECORD)
L1	S56°11'18"E	86.56'	(S54°45'00"E 86.76')
L2	S63°17'37"W	56.08'	
L3	S30°08'14"W	66.49'	
L4	S21°11'05"W	72.67'	
L5	S22°02'10"W	46.67'	
L6	S22°02'10"W	24.82'	
L7	S00°57'13"W	35.37'	
L8	S07°27'46"E	41.48'	
L9	S04°02'39"W	26.74'	
L10	S13°58'40"W	21.79'	
L11	S32°12'56"W	46.27'	
L12	S26°28'34"W	60.75'	
L13	S15°21'01"W	61.99'	
L14	S32°41'02"W	40.85'	
L15	S61°26'23"W	57.97'	
L16	S40°49'11"W	43.35'	
L17	S16°49'45"W	47.79'	
L18	S17°28'01"W	49.74'	
L19	S03°37'53"W	33.51'	
L20	S00°48'54"E	21.99'	
L21	S01°26'33"W	40.53'	
L22	S01°26'33"W	18.00'	
L23	S11°09'45"E	97.52'	
L24	S03°27'10"E	96.06'	
L25	S15°08'42"E	83.91'	
L26	S18°41'30"E	131.90'	(S18°40'52"E 131.90')
L27	N80°05'17"W	94.06'	(N79°53'00"W 94.21')
L28	S63°50'43"E	30.49'	
L29	S81°19'59"W	67.04'	
L30	N23°21'12"W	52.05'	
L31	N44°44'23"W	50.30'	
L32	N49°51'46"W	50.11'	
L33	N39°33'54"W	50.37'	



LOCATION MAP
NOT TO SCALE

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS OBSERVATIONS ON EARLY LAND SURVEYING CONTROL POINT "BM #1"

MAG NAIL WITH WASHER SET IN ASPHALT ALONG THE SOUTHEAST SIDE OF KING REA SPUR NEAR THE NORTHWEST CORNER OF THE SUBJECT TRACT, APPROX. 70' WEST OF A POWER POLE AND APPROX 100' EAST OF AN ASPHALT DRIVEWAY & GATE.

SURFACE COORDINATES:
N 10232549.00
E 3076070.08

TEXAS STATE PLANE COORDINATES:
N 10231321.25
E 3075700.99

ELEVATION = 915.09'
VERTICAL DATUM: NAVD 88 (GEOID 12B)

COMBINED SCALE FACTOR = 0.999880014
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000120
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0
THETA ANGLE: 1°16'37"

OWNER: HENRI BARTLEIGH SMITH AND RACHEL ANNE SMITH
ACREAGE: 15.100 ACRES
SURVEY: THEOPHILUS W MEDCALF SURVEY, ABSTRACT NO. 412
NUMBER OF BLOCKS: 1
NUMBER OF LOTS: 3
SUBMITTAL DATE: 4/13/22

PLAT PREPARED BY:

JOE BEN EARLY, JR.
EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

BENJAMIN L. GREEN
KIMLEY-HORN AND ASSOCIATES, INC.
5301 SOUTHWEST PARKWAY,
BUILDING 2 SUITE 100,
AUSTIN, TX 78735
512 646 2243
TBPELS FIRM NO. 928

DATE PREPARED: 3/30/21
UPDATED: 5/27/22

FEMA FIRM MAP NO.:
48491C0275E

KING REA SPUR
(50' ACCESS EASEMENT)
(1054/733)

N57°59'06"E 170.83'
(N59°32'49"E 170.82')

CHKR, LLC
11.01 ACRES
(2019002710)

N43°04'43"E 304.18'
(N44°38'23"E 304.18')

10' P.U.E.
25' B.L.

FEMA ZONE "A"
CENTERLINE OF CREEK
FEMA ZONE "A"
NOAA ATLAS-14 100 YEAR FLOODPLAIN
75' O.S.S.F. SETBACK

KING REA SPUR
(50' ACCESS EASEMENT) (1054/733)

N36°47'26"E 482.06'
(N38°21'25"E 481.94')

LOT 3
5.034 ACRES
APPROX. 219,268 SQ. FT.

NET OSSF
140,660 SQ. FT.

MINIMUM FFE = 888'

FEMA ZONE "A"
FEMA ZONE "A"
CENTERLINE OF CREEK
FEMA ZONE "A"
CENTERLINE OF CREEK

CHRISTOPHER M. DOLEVA
AKA CHRISTOPHER DOLEVA
AND SAVANNAH R. DOLEVA
AKA SAVANNAH DOLEVA
10.01 ACRES
(2020119878)

P.O.B.

S71°06'09"E 394.50'
356.21'

38.29'

SET FOR REFERENCE

LOT 2
5.034 ACRES
APPROX. 219,275 SQ. FT.

NET OSSF
189,275 SQ. FT.

MINIMUM FFE = 884'

NOAA ATLAS-14 100 YEAR FLOODPLAIN
FEMA ZONE "A"
FEMA ZONE "A"
CENTERLINE OF CREEK

OVERLAP OF
HENRI BARTLEIGH SMITH & RACHEL ANNE SMITH
9.99 ACRES
(2020026377)
AND
10.01 ACRES
(2020119878)

JOHN JAY DUDGEON AND KAREN DUDGEON
15.376 ACRES
(9735668)

OVERLAP OF
JOHN JAY DUDGEON AND KAREN DUDGEON
15.376 ACRES
(9735668)
AND
STONE OAK RANCH RV PARK 210 LP
70.918 ACRES
(2018113924)

N

SCALE: 1" = 100'
GRAPHIC SCALE
100 50 0 100

N53°35'56"E 446.83' (N53°35'42"E 447.07')
N53°35'56"E 223.42'
10' P.U.E.
25' B.L.

BM #1

S37°30'25"E 597.57'

LOT 1
5.032 ACRES
APPROX. 219,209 SQ. FT.

NET OSSF
219,209 SQ. FT.

S66°43'47"W 201.35'
S66°43'47"W 402.71'
(S66°42'52"W 402.62')
201.35'
94.71'

N00°15'54"W 556.52'
(N00°15'19"W 556.15')

S69°10'03"W 381.02'
(S69°10'38"W 381.22')

5/8"

RALPH V. FISHER AND
SHERYL J. FISHER
5.00 ACRES
(9718458)

STONE OAK RANCH
RV PARK 210 LP
70.918 ACRES
(2018113924)

JOHN JAY DUDGEON AND
KAREN DUDGEON
15.376 ACRES
(9735668)

OVERLAP OF
HENRI BARTLEIGH SMITH &
RACHEL ANNE SMITH
9.99 ACRES
(2020026377)
AND
JOHN JAY DUDGEON AND
KAREN DUDGEON
15.376 ACRES
(9735668)

S10°32'42"E 1.29'
(S10°39'23"E 1.14')
N79°04'32"W 69.89'
(N76°46'30"W 69.70')
24.66'
69.40'
L27

EASEMENT LINE TABLE		
L34	S10°46'03"W	362.68'
L35	S15°21'01"W	56.47'
L36	S61°26'23"W	50.51'
L37	S40°49'11"W	82.79'
L38	S16°49'45"W	68.48'
L39	S17°28'01"W	208.55'
L40	S09°27'13"E	212.43'
L41	S04°03'09"E	201.64'

LEGEND

●	1/2" REBAR FOUND (OR AS NOTED)
D●	1/2" REBAR WITH "DIAMOND" CAP FOUND
F●	1/2" REBAR WITH "FOREST 1847" CAP FOUND
ILL●	1/2" REBAR WITH ILLEGIBLE CAP FOUND
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
✱	COTTON SPINDLE IN TREE STUMP FOUND
△	CALCULATED POINT
⊕	CONTROL POINT/BENCHMARK LOCATION
B.L.	BUILDING LINE
O.S.S.F.	ON-SITE SEWAGE FACILITY
P.U.E.	PUBLIC UTILITY EASEMENT
( )	RECORD INFORMATION

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

6/1/22

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

PROJECT NO.: 1006-026
DRAWING NO.: 1006-026-PL1
PLOT DATE: 6/1/22
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & JBE

SHEET
01 OF 03

FINAL PLAT
KING REA SPUR – SMITH SUBDIVISION
WILLIAMSON COUNTY, TEXAS

OWNERS ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THAT HENRI BARTLEIGH SMITH AND RACHEL ANNE SMITH, BEING OWNERS OF 5.21 ACRES CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2019018465 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND 9.99 ACRES CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2020026377 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

DO HEREBY SUBDIVIDE 15.100 ACRES IN THE THEOPHILUS W MEDCALF SURVEY, ABSTRACT NO. 412, IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS:

KING REA SPUR – SMITH SUBDIVISION

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE 30th DAY OF JUNE, 2022 A.D.

BY: _____

HENRI BARTLEIGH SMITH
210 ISLAND LODGES DRIVE
BUCHANAN DAM, TX 78609

WITNESS MY HAND THIS THE 30th DAY OF June, 2022 A.D.

BY: Rachel A Smith

RACHEL ANNE SMITH
210 ISLAND LODGES DRIVE
BUCHANAN DAM, TX 78609

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED HENRI BARTLEIGH SMITH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE 30th DAY OF June, 2022, AD.

_____

NOTARY PUBLIC, STATE OF Texas

Sharon Munoz
PRINTED NAME

MY COMMISSION EXPIRES

SHARON MUNOZ
Notary Public, State of Texas
Comm. Expires 10-09-2022
Notary ID 13175455-5

STATE OF Texas

COUNTY OF Williamson

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RACHEL ANNE SMITH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE 15th DAY OF Sept., 2022 AD.

_____

NOTARY PUBLIC, STATE OF Texas

Sharon Munoz
PRINTED NAME

MY COMMISSION EXPIRES

SHARON MUNOZ
Notary Public, State of Texas
Comm. Expires 10-09-2026
Notary ID 13175455-5

SURVEYOR'S CERTIFICATION

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

THAT I, JOE BEN EARLY, JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND ON MARCH 8, 2022 AND THAT ALL BOUNDARY MONUMENTATION ARE IN PLACE AS INDICATED HEREON.

6/1/22
_____

JOE BEN EARLY, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6016
EARLY LAND SURVEYING, A LIMITED LIABILITY COMPANY
P.O. BOX 92588
AUSTIN, TX 78709
512–202–8631
TBPELS FIRM NO. 10194487

STATE OF TEXAS
REGISTERED
JOE BEN EARLY, JR.
6016
PROFESSIONAL
LAND SURVEYOR

ENGINEER'S CERTIFICATION

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

THAT I, BENJAMIN L. GREEN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

A PORTION OF THE TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD OF A WATERWAY THAT IS WITHIN THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48491C0275E DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

6/23/22
_____

BENJAMIN L. GREEN
REGISTERED PROFESSIONAL ENGINEER NO. 132190

KIMLEY–HORN AND ASSOCIATES, INC.
5301 SOUTHWEST PARKWAY,
BUILDING 2 SUITE 100,
AUSTIN, TX 78735
512 646 2243
TBPELS FIRM NO. 928

STATE OF TEXAS
BENJAMIN L. GREEN
132190
LICENSED
PROFESSIONAL ENGINEER

NOTES:

1. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE WATER: CITY OF GEORGETOWN, WASTEWATER: ON–SITE SEWAGE FACILITIES, AND ELECTRIC: PEC.
2. ALL STRUCTURES/ OBSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS.
3. A 10–FOOT PUBLIC UTILITY EASEMENT IS RESERVED ALONG ALL STREET FRONTAGES WITHIN THIS PLAT.
4. THE MONUMENTS OF THIS PLAT HAVE BEEN ROTATED TO THE NAD 83/93 HARN • TEXAS CENTRAL ZONE AND NAVD 1988 (GEOID 12B) DATUM.
5. IMPERVIOUS COVERAGE PLAT NOTES: THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOT IS 20%.
6. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED TN THE RIGHT–OF–WAY, OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT–OF–WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS WILLIAMSON COUNTY, THEIR OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENTS.
7. WILLIAMSON COUNTY DOES NOT ASSUME ANY RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED.
8. ON–SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
9. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
10. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT, AND SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
11. THE ADJACENT ROAD, KING REA SPUR, IS A PRIVATE ROAD.
12. THERE MUST BE A 25 FOOT (25') OSSF SETBACK FROM ANY DRAINAGE WAY OR DRAINAGE EASEMENT AND A 75 FOOT (75') OSSF SETBACK FROM ANY WATERCOURSES.
13. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT–OF–WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
14. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
15. THIS SUBDIVISION IS SUBJECT TO STORM–WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
16. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
17. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
18. SEWER SERVICES FOR THIS SUBDIVISION WILL BE PROVIDED BY ON–SITE SEWAGE FACILITIES.
19. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON–SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON–SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT
20. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
21. MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
22. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
23. LOTS 1 AND 2 ARE ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100–YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0275E, EFFECTIVE DATE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
24. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR BLOCK/LOTS 2 AND 3 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
25. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY KIMLEY–HORN AND ASSOCIATES, INC. DATED FEBRUARY 3, 2022.
26. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.

CULVERT TABLE

LOT NUMBER	LOT 1	LOT 2	LOT 3
CULVERT LENGTH	50	50	50
PIPE SIZE	18"	18"	18"
U/S INVERT	913.50	909.00	903.00
D/S INVERT	913.00	908.50	902.50

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

P.O. BOX 92588
AUSTIN, TX 78709
512–202–8631
TBPELS FIRM NO. 10194487

PROJECT NO.: 1006–026
DRAWING NO.: 1006–026–PL1
PLOT DATE: 6/1/22
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & JBE

FINAL PLAT
KING REA SPUR – SMITH SUBDIVISION
WILLIAMSON COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION:

A DESCRIPTION OF 15.100 ACRES IN THE THEOPHILUS W MEDCALF SURVEY, ABSTRACT NO. 412 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 5.21 ACRE TRACT CONVEYED TO HENRI BARTLEIGH SMITH AND RACHEL ANNE SMITH IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN DATED MARCH 5, 2019 AND RECORDED IN DOCUMENT NO. 2019018465 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 9.99 ACRE TRACT CONVEYED TO HENRI BARTLEIGH SMITH AND RACHEL ANNE SMITH IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN DATED MARCH 8, 2020 AND RECORDED IN DOCUMENT NO. 2020026377 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 15.100 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" REBAR FOUND FOR AN ANGLE POINT IN KING REA SPUR (50' WIDE ACCESS EASEMENT) DESCRIBED IN VOLUME 1054, PAGE 733 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING THE WESTERNMOST CORNER OF THE SAID 5.21 ACRE TRACT, BEING ALSO THE NORTHERNMOST CORNER OF THE SAID 9.99 ACRE TRACT, FROM WHICH A 1/2" REBAR FOUND FOR AN ANGLE POINT IN THE NORTHWEST LINE OF KING REA SPUR, BEARS NORTH 44°44'23" WEST, A DISTANCE OF 50.30 FEET;

THENCE WITH THE SOUTHEAST LINE OF KING REA SPUR AND THE NORTHWEST LINE OF THE SAID 5.21 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 36°47'26" EAST, A DISTANCE OF 482.06 FEET TO A 1/2" REBAR FOUND, FROM WHICH A 1/2"REBAR FOUND FOR AN ANGLE POINT IN THE NORTHWEST LINE OF KING REA SPUR, BEARS NORTH 49°51'46" WEST, A DISTANCE OF 50.11 FEET;

2. NORTH 43°04'43" EAST, A DISTANCE OF 304.18 FEET TO A 1/2" REBAR FOUND, FROM WHICH A 1/2"REBAR FOUND FOR AN ANGLE POINT IN THE NORTHWEST LINE OF KING REA SPUR, BEARS NORTH 39°33'54" WEST, A DISTANCE OF 50.37 FEET;

3. NORTH 57°59'06" EAST, A DISTANCE OF 170.83 FEET TO A 1/2" REBAR FOUND;

THENCE SOUTH 56°11'18" EAST WITH THE NORTHEAST LINE OF THE SAID 5.21 ACRE TRACT, A DISTANCE OF 86.56 FEET TO A 1/2" REBAR WITH AN ILLEGIBLE CAP FOUND FOR THE EASTERNMOST CORNER OF THE SAID 5.21 ACRE TRACT, BEING AN ANGLE POINT IN THE NORTHWEST LINE OF AN 18.6991 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2018052041 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE SOUTH 63°17'37" WEST WITH THE SOUTHEAST LINE OF THE SAID 5.21 ACRE TRACT, A DISTANCE OF 56.08 FEET TO A CALCULATED POINT IN THE CENTERLINE OF A CREEK;

THENCE WITH THE CENTERLINE OF A CREEK, BEING THE COMMON LINE OF THE SAID 5.21 ACRE TRACT AND THE SAID 18.6991 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 30°08'14" WEST, A DISTANCE OF 66.49 FEET TO A CALCULATED POINT;

2. SOUTH 21°11'05" WEST, A DISTANCE OF 72.67 FEET TO A CALCULATED POINT;

3. SOUTH 22°02'10" WEST, A DISTANCE OF 46.67 FEET TO A CALCULATED POINT FOR THE NORTHERNMOST CORNER OF A 10.01 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2018113159 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM WHICH A 1/2" REBAR WITH "FOREST 1847" CAP FOUND IN THE NORTHEAST LINE OF THE SAID 10.01 ACRE TRACT, BEARS SOUTH 63°50'43" EAST, A DISTANCE OF 30.49 FEET;

THENCE WITH THE CENTERLINE OF A CREEK, BEING THE COMMON LINE OF THE SAID 5.21 ACRE TRACT AND THE SAID 10.01 ACRE TRACT, THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES:

1. SOUTH 22°02'10" WEST, A DISTANCE OF 24.82 FEET TO A CALCULATED POINT;
2. SOUTH 00°57'13" WEST, A DISTANCE OF 35.37 FEET TO A CALCULATED POINT;
3. SOUTH 07°27'46" EAST, A DISTANCE OF 41.48 FEET TO A CALCULATED POINT;
4. SOUTH 04°02'39" WEST, A DISTANCE OF 26.74 FEET TO A CALCULATED POINT;
5. SOUTH 13°58'40" WEST, A DISTANCE OF 21.79 FEET TO A CALCULATED POINT;
6. SOUTH 32°12'56" WEST, A DISTANCE OF 46.27 FEET TO A CALCULATED POINT;
7. SOUTH 26°28'34" WEST, A DISTANCE OF 60.75 FEET TO A CALCULATED POINT;
8. SOUTH 15°21'01" WEST, A DISTANCE OF 61.99 FEET TO A CALCULATED POINT;
9. SOUTH 32°41'02" WEST, A DISTANCE OF 40.85 FEET TO A CALCULATED POINT;
10. SOUTH 61°26'23" WEST, A DISTANCE OF 57.97 FEET TO A CALCULATED POINT;
11. SOUTH 40°49'11" WEST, A DISTANCE OF 43.35 FEET TO A CALCULATED POINT;
12. SOUTH 16°49'45" WEST, A DISTANCE OF 47.79 FEET TO A CALCULATED POINT;
13. SOUTH 17°28'01" WEST, A DISTANCE OF 49.74 FEET TO A CALCULATED POINT;
14. SOUTH 03°37'53" WEST, A DISTANCE OF 33.51 FEET TO A CALCULATED POINT;
15. SOUTH 00°48'54" EAST, A DISTANCE OF 21.99 FEET TO A CALCULATED POINT;
16. SOUTH 01°26'33" WEST, A DISTANCE OF 40.53 FEET TO A CALCULATED POINT;
17. SOUTH 01°26'33" WEST, A DISTANCE OF 18.00 FEET TO A CALCULATED POINT FOR THE SOUTHEAST CORNER OF THE SAID 5.21 ACRE TRACT, BEING THE NORTHEAST CORNER OF THE SAID 9.99 ACRE TRACT;

THENCE WITH THE CENTERLINE OF A CREEK, BEING THE COMMON LINE OF THE SAID 9.99 ACRE TRACT AND THE SAID 10.01 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 11°09'45" EAST, A DISTANCE OF 97.52 FEET TO A CALCULATED POINT;
2. SOUTH 03°27'10" EAST, A DISTANCE OF 96.06 FEET TO A CALCULATED POINT;
3. SOUTH 15°08'42" EAST, A DISTANCE OF 83.91 FEET TO A CALCULATED POINT;

THENCE SOUTH 18°41'30" EAST, LEAVING THE CENTERLINE OF THE CREEK AND WITH THE EAST LINE OF THE SAID 9.99 ACRE TRACT, WHICH VARIES FROM THE WEST LINE OF THE SAID 10.01 ACRE TRACT, A DISTANCE OF 131.90 FEET TO A 1/2" REBAR FOUND ON THE EASTERN TOP OF BANK OF THE CREEK, BEING THE SOUTHEAST CORNER OF THE SAID 9.99 ACRE TRACT, BEING AN ANGLE POINT IN THE IN THE SOUTHEAST LINE OF THE SAID 10.01 ACRE TRACT, BEING ALSO AN ANGLE POINT IN THE NORTHWEST LINE OF A 15.376 ACRE TRACT DESCRIBED IN DOCUMENT NO. 9735668 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM WHICH A 1/2" REBAR FOUND FOR THE NORTHWEST CORNER OF THE SAID 15.376 ACRE TRACT, BEARS NORTH 79°04'32" WEST, A DISTANCE OF 69.89 FEET;

THENCE NORTH 80°05'17" WEST CROSSING THE CREEK AND WITH THE SOUTH LINE OF THE SAID 9.99 ACRE TRACT, WHICH VARIES FORM THE NORTH LINE OF THE SAID 15.376 ACRE TRACT, AND PICKING UP WITH THE NORTH LINE OF A 70.918 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2018113924 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A DISTANCE OF 94.06 FEET TO A COTTON SPINDLE IN A TREE STUMP FOUND;

THENCE WITH THE SOUTHEAST LINE OF THE SAID 9.99 ACRE TRACT AND THE NORTHWEST LINE OF THE SAID 70.918 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 66°43'47" WEST, A DISTANCE OF 402.71 FEET TO A 1/2" REBAR WITH "DIAMOND" CAP FOUND;

2. SOUTH 69°10'03" WEST, A DISTANCE OF 381.02 FEET TO A 5/8" REBAR FOUND FOR THE SOUTHWEST CORNER OF THE SAID 9.99 ACRE TRACT, BEING THE SOUTHEAST CORNER OF A 5.00 ACRE TRACT DESCRIBED IN DOCUMENT NO. 9718458 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE NORTH 00°15'54" WEST WITH THE WEST LIEN OF THE SAID 9.99 ACRE TRACT AND THE EAST LINE OF THE SAID 5.00 ACRE TRACT, A DISTANCE OF 556.52 FEET TO A 1/2" REBAR FOUND FOR AN ANGLE POINT IN THE SOUTHEAST LINE OF KING REA SPUR, BEING THE NORTHWEST CORNER OF THE SAID 9.99 ACRE TRACT, BEING ALSO THE NORTHEAST CORNER OF THE SAID 5.00 ACRE TRACT, FROM WHICH A 1/2"REBAR FOUND FOR AN ANGLE POINT IN THE NORTHWEST LINE OF KING REA SPUR, BEARS NORTH 23°21'12" WEST, A DISTANCE OF 52.05 FEET;

THENCE NORTH 53°35'56" EAST WITH THE SOUTHEAST LINE OF KING REA SPUR AND THE NORTHWEST LINE OF THE SAID 9.99 ACRE TRACT, A DISTANCE OF 446.83 FEET TO THE POINT OF BEGINNING, CONTAINING 15.100 ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS REGISTERED JOE BEN EARLY, JR. 6016 PROFESSIONAL LAND SURVEYOR

6/1/22

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 8th DAY OF December, 2022 A.D.

on behalf of Travis Boroughs - Teresa Baker

WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

Roger Williams, P.E.
For Terron Evertson

J. TERRON EVERTSON, PE, DR. CFM
COUNTY ENGINEER

12/12/2022
DATE

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

I, BILL GRAVELL, JR, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____
BILL GRAVELL, JR., COUNTY JUDGE — DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

NOW ALL MEN BY THESE PRESENTS:
I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON

THE DAY OF _____, 20____, AD, AT _____ O'CLOCK, ____M, AND DULY RECORDED THIS

THE DAY OF _____, 20____, AD, AT _____ O'CLOCK _____M, IN THE PLAT RECORDS OF

SAID COUNTY IN CABINET _____, SLIDE _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN

NANCY RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

EARLY LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

PROJECT NO.: 1006-026
DRAWING NO.: 1006-026-PL1
PLOT DATE: 6/1/22
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & JBE

Commissioners Court - Regular Session **43.**

Meeting Date: 12/20/2022

Presentation of Master Gardener Emeritae and Annual Report

Submitted By: Katherine Whitney, Extension Service

Department: Extension Service

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear a presentation of two Master Gardener recognized as Emeritae for their wonderful contributions to the Williamson County Master Gardener program, and hear an annual report of Extension horticulture programming.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lawn & Garden 101 Report

Homeowner Program Report

Small Acreage Horticulture Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2022 08:50 AM
Form Started By: Katherine Whitney		Started On: 12/12/2022 01:48 PM
Final Approval Date: 12/14/2022		

Lawn and Garden

Williamson County
Kate Whitney | Horticulture Extension Agent

RELEVANCE

Williamson County is growing into a highly populated, suburban county. In 2022, the population has grown to more than 630,000 people in the county. Many of the new residents have moved from other states or regions of Texas, and they are not familiar with good horticultural practices for lawns and gardens in Central Texas.

The Horticulture Program Area Committee has identified the new "transplants" as an emerging audience for lawn and garden related programs.

Horticulture programming in Central Texas
As the population expands and new homes are built in Williamson County, the demand for horticulture programming will continue to grow. Topics such as water conservation, integrated pest management, and good plant selection are important to meet demands on the water supply, reduce pesticide use, and become good stewards of the environment.

RESPONSE

TARGET AUDIENCE

- Many residents in Williamson County express interest in in-depth gardening classes like the Master Gardener program, but they are not ready to commit to the volunteer program. The Lawn & Garden Series offered great horticulture training to residents who wanted to learn more about gardening in Central Texas.
- The program was also advertised to residents who are new to Central Texas to introduce them to growing conditions in our climate and Earth-kind plant selections that grow well in Williamson County.

PARTNERSHIPS & COLLABORATORS

- Guest speakers for the program included the Texas A&M Forest Service, Williamson County Master Gardeners, and a Travis County Master Gardener.
- The Williamson County Master Gardener Volunteers assisted with program registration, snacks, and clean-up.

VALUE STATEMENT

Earth-Kind Landscaping

The Earth-Kind® program teaches participants how to care for gardens and landscapes with environmentally friendly, research-proven techniques. Instructional topics include water conservation, responsible fertilizer application, and non-chemical options for controlling pests. Use of Earth-Kind® practices benefits Texas by saving water and protecting surface and groundwater resources from potential contaminants.

RESPONSE

The Williamson County Horticulture Extension Agent worked with the Master Gardener Volunteers and the Horticulture Program Area Committee to identify topics and speakers that are relevant for new residents in Williamson County. The Lawn & Garden 101 and 201 series were offered on Tuesday evenings at the County Extension Office from 6:00 - 8:00pm to reach a wider audience.

- **Lawn & Garden 101: February 1 -March 15**
- **89 program series participants**
  - Week 1: Lawn Care
  - Week 2: Vegetable & Herb Gardening
  - Week 3: EarthKind Landscaping
  - Week 4: Trees & Shrubs
  - Week 5: Ornamental Plants & Succulents
  - Week 6: Irrigation Basics & Water Conservation
  - Week 7: Top 10 Garden Mistakes and Q&A Panel
- **Lawn & Garden 201: August 30 – September 20**
- **74 program series participants**
  - Week 1: Fall Vegetable Gardening
  - Week 2: Compost
  - Week 3: Growing Fruit & Nuts
  - Week 4: Tree Diseases & Care

Evaluation Strategy

A retrospective post survey is used at all programs to measure knowledge gained, customer satisfaction, and intention to adopt best practices. This survey asks participants to rank their level of knowledge about topics before the program and after the program on a scale of one to four, with one being poor and four being excellent, and the survey asks participants to indicate their intention to adopt best practices on a five-point scale of "definitely will not" to "already adopted."

RESULTS

Your understanding of…	**Mean before**	**Mean after**	**Percent increase**
How to plant fruit trees properly	1.7	3.5	61.0%
Using irrigation to adequately water fruit trees	1.5	3.4	63.7%
The three-cut method for pruning trees	1.7	3.7	67.7%
The best place to make a pruning cut	1.9	3.8	63.3%
How to solve compost issues	1.6	3.3	55.7%
When to plant vegetables in Williamson County	2.0	3.5	49.3%
Using cycle and soak irrigation to conserve water	2.1	3.3	40.3%

Your intention to adopt…	**Probably will**	**Definitely will**	**Already adopted**
Using drip irrigation to conserve water	23%	21%	29%
Using compost and organic matter to build healthy soil	22%	31%	39%
Using a soil test to determine fertilizer needs	32%	22%	15%

Summary

The Lawn & Garden Series held in the Spring and Fall 2022 were very popular! Participants indicated that they enjoyed the speakers and learned more than they expected. The series covered a wide variety of topics relevant to homeowners in Williamson County, whether they were interested in lawn care, vegetable gardening, or trees. At the end of the program, participants requested the dates for the next series in 2023!

Future Programming

The Lawn & Garden series was immensely popular, and the Horticulture Committee will offer another series in 2023.

The City of Leander has requested a similar program series with a focus on water conservation for their residents.

"Excellent class. I'm hoping this will help me have more success with my lawn and garden beds this year."

"Having limited gardening practice before retirement and being new to area/state of Texas, I really appreciated the full curriculum. Love the Earth-Kind emphasis. All instructors were approachable for extra questions and help."

For More Information:
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Horticulture Extension Agent
Williamson County
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Texas A&M AgriLife Extension

Extension programs of Texas AgriLife Extension Service are open to all people without regard to race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, gender identity or any other classification protected by federal, state or local law The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas

Home Lawn and Garden

Williamson County
Kate Whitney
Horticulture Extension Agent

RELEVANCE

Williamson County is growing into a highly populated, suburban county. In 2021, the population has grown to more than 630,000 people in the county. The increasing population of Williamson County has led to a tremendous growth in the green industry, including landscaping services, nursery plant production, and retail horticultural sales. The green industry is strongly correlated with housing, and the growth in new homes in Williamson County has led to strong increases in the green industry.

Many of the new residents have moved from other states or regions of Texas, and they are not familiar with good lawn and garden practices for Central Texas. The Horticulture Advisory Committee has identified the new "transplants" as an emerging audience for lawn and garden related programs.

As the population expands and new homes are built in Williamson County, the demand for horticulture programming will continue to grow. City departments for water conservation and environment are increasingly interested in educating homeowners about good management practices to reduce landscape water consumption, landfill waste, and excessive pesticide and fertilizer use. Topics such as water conservation, integrated pest management, and good plant selection are important to meet demands on the water supply, reduce pesticide use, and become good stewards of the environment.

RESPONSE

The Williamson County AgriLife Extension Office and the Master Gardener Volunteers plan two educational program series for home lawn and garden topics. The Green Thumbs Up program is hosted each month at the Round Rock Public Library, Cedar Park Public Library, and Brushy Creek Community Center. The Hands-on in the Garden program is an interactive class held in the Master Gardener Demonstration Garden in March – October.

TARGET AUDIENCE

- This program was targeted towards homeowners in Williamson County who are interested in lawn and garden topics. The program is advertised through newspapers, social media, and community calendars.

PARTNERSHIPS & COLLABORATORS

- The Williamson County Master Gardener Association provides volunteer leadership and time for educational programs and demonstration gardens.
- Cedar Park and Round Rock Public Libraries and Brushy Creek Community Center provided facilities for educational programs.
- Williamson County supports the demonstration garden at 3151 SE Inner Loop in Georgetown for an outdoor classroom with hands-on learning opportunities.

PROGRAMS

Monthly Series

- **Green Thumbs Up** is held at Round Rock Public Library, Cedar Park Public Library, and Brushy Creek Community Center.
  - January: Lawn Weed Prevention (4 attended)
  - February: Preparing Garden Tools for Spring (22 attended)
  - March: Native & Adapted Plants (43 attended)
  - April: Edible Landscaping (26 attended)
  - May: Irrigation Tune-up (16 attended)
  - June: Help for New Homeowners (32 attended)
  - July: All About Succulents (82 attended)
  - August: All About Drip Irrigation (43 attended)
  - September: Building Raised Beds (52 attended)
  - October: Gifts from the Garden (33 attended)
  - November: Winterizing, Protecting, and Watering (42 attended)
- **Hands on in the Garden** is held at the Demonstration Garden for hands-on demonstrations.
  - March: Irrigation Tune-up (39 attended)
  - April: Pests & Pollinators (19 attended)
  - May: Spring Walk & Talk in the Garden (37 attended)
  - June: Calling All Herb Enthusiasts! (33 attended)
  - July: Made in the Shade (42 attended)
  - August: All About Drip Irrigation (29 attended)
  - September: Garden Tools & Hardscapes (22 attended)
  - October: Fall Walk & Talk in the Garden (13 attended)

RESULTS

629 people attended 40 programs held on lawn and garden topics during 2022.

- 243 people completed evaluation surveys for Green Thumbs Up Gardening Series. **96.8% of respondents** were mostly satisfied or completely satisfied with the program.
- 136 people completed evaluation surveys for Hands on in the Garden programs. **98.9% of respondents** were mostly or completely satisfied with the program.
- **72.4% of participants** said they anticipated benefitting economically as a direct result of attending the Hands on in the Garden program.
- Participants indicated a **65.3% increase in knowledge** about the best time to water a lawn for efficient use of water after attending the program.
- Participants indicated a **55.7% increase in knowledge** about when to plant spring/summer vegetables in Williamson County.
- Participants indicated a **62% increase in knowledge** about using the cycle and soak method for efficient use of irrigation water after attending the program.

"Great information! We will save on our water bill and know how to replace parts for our sprinkler system. Thank you for this presentation."

"I am a new gardener – this was a wonderful, easily understood presentation. Thank you so much!"

"I love it! I am excited to apply what I learned. I definitely look forward to the next event!! Instructors were knowledgeable

Evaluation Strategy

A retrospective post survey is used at all programs to measure knowledge gained, customer satisfaction, and intention to adopt best practices. This survey asks participants to rank their level of knowledge about topics before the program and after the program on a scale of one to four, with one being poor and four being excellent, and the survey asks participants to indicate their intention to adopt best practices on a five-point scale of "definitely will not" to "already adopted."

The evaluation survey asked questions about participants' intentions to adopt best practices. These questions were standardized across all Hands on in the Garden and Green Thumbs Up programs to measure how the programs increased the likelihood of adoption. 379 participants responded to the survey questions throughout all programs in 2022.

Your intention to adopt…	Probably will	Definitely will	Already adopted
Using integrated weed management to reduce herbicide use	20.5%	23.5%	23.9%
Mowing or weeding to control weeds	15.4%	27.5%	35.6%
Using a soil test to determine fertilizer needs	28.5%	21.8%	12.5%
Watering deeply and infrequently to promote healthy grass	19.7%	32.2%	31.8%
Using compost to improve soil	19.3%	30.6%	33.4%
Using mulch to conserve water and prevent weeds	12.3%	32.8%	42.1%
Using drip irrigation to conserve water	17.6%	33.4%	24.7%
Selecting native and adapted plants for Central Texas	15.9%	38.3%	28.9%

Summary

The Green Thumbs Up series and Hands on in the Garden programs offer a wide range of practical classes for lawn and garden enthusiasts. The programs focus on best horticulture practices for Williamson County, and the results of the evaluation surveys demonstrate that participants are increasing their knowledge and plan to make changes to the current practices.

Future Programming

- Green Thumbs Up series will continue in Round Rock and Cedar Park, and it will move to a new location at Leander Activity Center.
- Wilco AgriLife will partner with the City of Leander for a Water-Wise Lawn Series for homeowners.
- Hands on in the Garden will continue with interactive programming.

For More Information:
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Texas A&M AgriLife Extension

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Small Acreage Horticulture

Williamson County
Kate Whitney
Horticulture Extension Agent

RELEVANCE

Across the United States, consumers are interested in foods that are healthy, locally grown, and organically or sustainably produced. Small acreage horticulture producers can market directly to consumers at farmers markets and sell to local restaurants. Williamson County boasts more than 10 farmers markets throughout the county, with a large number of market and hobby growers producing vegetables, fruit, pecans, and value-added products for the markets.

In June 2022, the Texas Comptroller reported that the Cedar Park Farmers Market averages about 3,000 shoppers per market day. Most markets in Williamson County report 25-130 vendors at their markets with products. The farmers markets attract local shoppers, creating a positive economic impact on the local community. Additionally, farmers markets accept SNAP benefits, which helps get nutritious, locally grown produce to low-resource families.

Producers of horticultural crops need assistance and information on best management practices and marketing strategies. Extension educational programs can help producers lower production costs and grow a quality product for market.

RESPONSE

The Williamson County Horticulture Committee planned four programs in 2022 to address the needs of small horticulture producers: Vegetable Conference, Fruit Forum, Pecan Field Day, and an Organic Growers Conference.

Educational programs focused on reducing input costs, integrated pest management, water conservation, and introducing high value crops for central Texas.

The programs were offered to local small acreage horticulture producers and hobby gardeners. Programs were marketed through the local farmers market associations, newspapers, social media, and newsletter lists. Local growers helped identify topics that are relevant to their needs.

"Great information and resources. Lots of information to take in and absorb. Definitely have a better understanding on some information, and plenty of resources to comb through as well."

VALUE STATEMENT

Horticulture Production

Extension programs in crop production promote best practices that lead to reduced irrigation, safer pest management, and improved profitability of agricultural enterprises. This benefits Texas as a whole by contributing to the quality and quantity of water resources and enhancing both agricultural competitiveness and rural economies.

USDA National Agricultural Statistics Service reports

8,140

farmers markets in the US

916

households shopped at each US farmers market on an average day and spent

$14,547

RESPONSE

Pecan Field Day: March 22

- AgriLife Specialists Dr. Monte Nesbitt and Dr. Young-Ki Jo presented on Pecan Grafting, Pest Management in Orchards, and Terminal Leaf Dieback/Pecan Scab.
- **21 pecan producers attended** from Williamson County and the surrounding area.

Vegetable Conference: April 6

- AgriLife Specialists Dr. Rus Wallace and Bob Whitney spoke about Weed and Pest Control in Vegetables, Using High Tunnels to Extend the Season, Strawberry Production, and Organic Vegetable Production
- **50 people attended** the program held in Taylor

Fruit Forum: September 16

- Dr. Russ Wallace: Strawberry Production
- Jacy Lewis: New Crop- Raspberries in Central Texas
- Bob Whitney: Challenges to Growing Peaches in Central Texas
- Dr. Thayne Montague: Plant Stresses
- **15 people attended** in Taylor

Organic Conference: October 18-19

- First AgriLife Organic Growers Conference program focused on providing information for growers who are certified organic or transitioning into the certified organic program
- **34 people attended** the two-day program in Georgetown
- Speakers included AgriLife Research, Corteva Field Researcher, Texas A&M University Horticulture Professor, Kunafin Insectary, Certis Bio, AgriLife Organic Specialist, and the Texas Department of Agriculture. Field tour to Certified Organic Gabriel Valley Farm

Evaluation Strategy

A retrospective post survey is used at programs to measure knowledge gained, customer satisfaction, and intention to adopt best practices. This survey asks participants to rank their level of knowledge about topics before the program and after the program on a scale of one to four, with one being poor and four being excellent, and the survey asks participants to indicate their intention to adopt best practices on a five-point scale of "definitely will not" to "already adopted."

RESULTS

Your understanding of…	Mean before	Mean after	Percent increase
Organic weed control options (41/42 respondents)	2.05	3.27	40.7%
The advantages of high tunnels (41/42 respondents)	2.10	3.66	52.0%
Fungicide program for pecan scab (20/20 respondents)	2.10	3.30	40.0%
Early season pecan insect scouting and control methods (20/20 respondents)	2.20	3.45	41.7%
Symptoms of pecan leaf dieback fungus (20/20 respondents)	2.37	3.47	36.7%
How to select a biopesticide (12/15 respondents)	1.58	3.42	61.3%
Using biological controls products to control pests and diseases (14/15 respondents)	2.07	3.50	47.7%
The importance of the certified organic program for marketing and regulation (14/15 respondents)	2.00	3.57	52.3%
Planting time for strawberries (13/14 respondents)	1.69	3.38	56.3%
How to identify and treat iron chlorosis (13/14 respondents)	1.92	3.46	51.3%

Your intention to adopt…	Probably will	Definitely will	Already Adopted
Adding compost to improve soil health (15 respondents)	6.7%	60.0%	13.3%
Using biological control products to control pests and diseases (15 respondents)	40.0%	26.7%	13.3%
Soil testing to improve soil health (15 respondents)	13.3%	46.7%	20.0%

"[The program] increased knowledge and understanding. Good responses to questions, and the information provided was relevant."

For More Information:
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TEXAS A&M AGRILIFE EXTENSION

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Commissioners Court - Regular Session **44.**

Meeting Date: 12/20/2022

Local Provider Participation Fund Public Hearing

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

09:30 AM - Hold Public Hearing regarding setting the rate associated with the 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 & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

Background

The rate is currently estimated to be at 2.10%.

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	12/09/2022 02:14 PM
Form Started By: Melanie Denny		Started On: 12/07/2022 03:14 PM
Final Approval Date: 12/09/2022		

Commissioners Court - Regular Session **45.**

Meeting Date: 12/20/2022

Fiscal Year 2023 Rate Setting for the Local Provider Participation Fund

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 the rate associated with the 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 & Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

Background

The rate is currently estimated to be at 2.10%.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 LPPF Rate Setting Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/09/2022 02:14 PM
Form Started By: Melanie Denny		Started On: 12/07/2022 03:21 PM
Final Approval Date: 12/09/2022		

Resolution Setting the FY 2023 Rate for the Williamson County Health Care Provider Participation Program

WHEREAS, The Texas Legislature in the 86th Regular Session enacted H.B. 3954, which added Chapter 292B to the Health and Safety Code enabling Williamson County to authorize a local health care provider participation program;

WHEREAS, pursuant to Chapter 292B of the Health and Safety Code, the Commissioners Court has authorized the county to participate in a municipal health care provider participation program and establish a local provider participation fund; and

WHEREAS, pursuant to Section 292B of the Health and Safety Code, each year, the Commissioners Court is to hold a public hearing on the amounts of any mandatory payments that Commissioners Court intends to require during the year and how the revenue derived from those payments is to be spent.

NOW THEREFORE BE IT ORDERED that the Commissioners Court of the County sets the amount of the mandatory payments under the County Health Care Provider Participation Program for fiscal year 2023 at an estimated 2.10% of the net patient revenue of each institutional health care provider located in the County and directs that the mandatory payment revenue be used for one or more of the purposes set forth in Section 292B of the Health and Safety Code.

PASSED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY ON THIS THE 20TH of December, TWO THOUSAND AND TWENTYTWO.

_____

County Judge

Commissioners Court - Regular Session **46.**

Meeting Date: 12/20/2022

City of Bartlett ARPA Agreement

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and City of Bartlett for Infrastructure Improvements to the Pietzsch Wastewater Upgrade Project serving the community for reimbursement under The American Rescue Plan Act (ARPA).

Background

The Commissioners Court approved funding Water and Wastewater related projects on May 24, 2022. These projects are being funded through The American Rescue Plan Act (ARPA) funds. This agreement is a subrecipient grant agreement in the amount of $27,000.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

City of Bartlett ARPA Agreement Pietzsch Project

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/15/2022 11:20 AM
Form Started By: Julie Kiley		Started On: 12/15/2022 11:03 AM
Final Approval Date: 12/15/2022		

SUBRECIPIENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITY OF BARTLETT FOR THE PIETZSCH WASTEWATER UPGRADE PROJECT

WITH FUNDING FROM: ALN
THE AMERICAN RESCUE PLAN ACT (ARPA) (~~C.F.D.A.~~ 21.027)

This Subrecipient Agreement ("Agreement") is between Williamson County (the "COUNTY"), a political subdivision of the State of Texas, and CITY OF BARTLETT ("SUBRECIPIENT"), (collectively, the "Parties"), and shall be effective on DECEMBER 12TH, 2022 ("Effective Date"). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act ("ARPA") to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds ("SLRF FUNDS") authorized the ARPA (C.F.D.A #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery; and

WHEREAS, the COUNTY has received SLRF FUNDS to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury ("Treasury"); and

WHEREAS, Treasury has issued guidance for the use of SLRF FUNDS (31 CFR Part 35 and may be found at: https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT find that SLRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury's Final Rule, and additional guidance; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Williamson County.

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW
AND
WATER PROJECT DEFINITIONS

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Subrecipient's efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows:

INSTALL NEW MANHOLE AND UPGRADE WASTEWATER LINES AND CONNECTIONS TO PREVENT RESIDENTIAL SEWER ISSUES.

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

Definitions for water and sewer Expenditure Categories must follow the EPA's handbooks. For "clean water" expenditure category definitions, please see:

https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf.

For "drinking water" expenditure category definitions, please see:

https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports.

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

II.
PAYMENT

The COUNTY shall make available an amount of up to **$27,000.00 *** (TWENTY-SEVEN THOUSAND DOLLARS)** to SUBRECIPIENT from the COUNTY's SLRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

i. Signed Request for Reimbursement (RFR) form

ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
iv. Invoices of all other expenditures
v. Proof of payment of all expenditures

III.
TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026 unless terminated earlier in accordance with this Agreement. If at any time SUBRECIPIENT state contract is suspended or revoked, or if SUBRECIPIENT becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal statement in the manner set out above and below requesting payment.

The County may immediately terminate this Agreement, without prior notice, if SUBRECIPIENT fails to perform any obligation found herein and the failure:

i. Creates a potential threat to health or safety: or
ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this Agreement shall transfer to the County for purposes outlined herein.

Within ninety (90) days after receipt of a notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform its any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

IV.
AMENDMENTS

This Contract may not be amended without a written agreement; however, SUBRECIPIENT may move up to 10% of allocated funds within any budget category without written approval of the COUNTY, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Appendix B. To move any amount over and above a cumulative total of 10% of allocated funds within any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of same.

V.
STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SUBRECIPIENT will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

SUBRECIPIENT shall maintain an effective accounting system, which will:

i. Identify and record valid transactions
ii. Record transactions to the proper accounting period in which transactions occurred
iii. Describe transactions in sufficient detail to permit proper classification
iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements
v. Adequately identify the source and application of funds of each grant contract
vi. Generate current and accurate financial reports in accordance with contract requirements

VI.
MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this Agreement. The SUBRECIPIENT agrees that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information

that it is mandated to withhold to comply with state or federal law.

VII.
ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

VIII.
INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

IX.
EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

iv. Adequate maintenance procedures must be developed to keep the property in good condition.

v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, SUBRECIPIENT must request disposition instructions from the COUNTY.

X.
LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

SUBRECIPIENT shall comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund award terms and conditions compliance related to the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027). SUBRECIPIENT shall submit to the Williamson County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown in Appendix B. Additional reports and documentation may be required as requested by COUNTY in the approved format.

XI.
DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

SUBRECIPIENT is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. SUBRECIPIENT agrees to maintain an active registration in the System for Award Management (SAM.gov)

XII.
INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

XIII.
SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

XIV.
DOCUMENTATION

SUBRECIPIENT shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to use of the SLRF FUNDS described herein.

XV.
FORM 1295 COMPLIANCE

SUBRECIPIENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295 "Certificate of Interested Parties" with the Texas Ethics Commission ***if required*** by Texas Government Code Section 2252.908, as amended.

XVI.
NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

County;

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

Subrecipient:

MAYOR - CITY OF BARTLETT
140 W CLARK STREET
BARTLETT, TX 76511

XVII.
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.

XVIII.
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.

XIX.
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2022

SUBRECIPIENT:

Chad Mu
Authorized Signature

Chad Mees
Printed Name

Date: December 12, 2022

APPENDIX A – Scope of Services
&
APPENDIX B – Program or Project Budget/Allowable Expenses

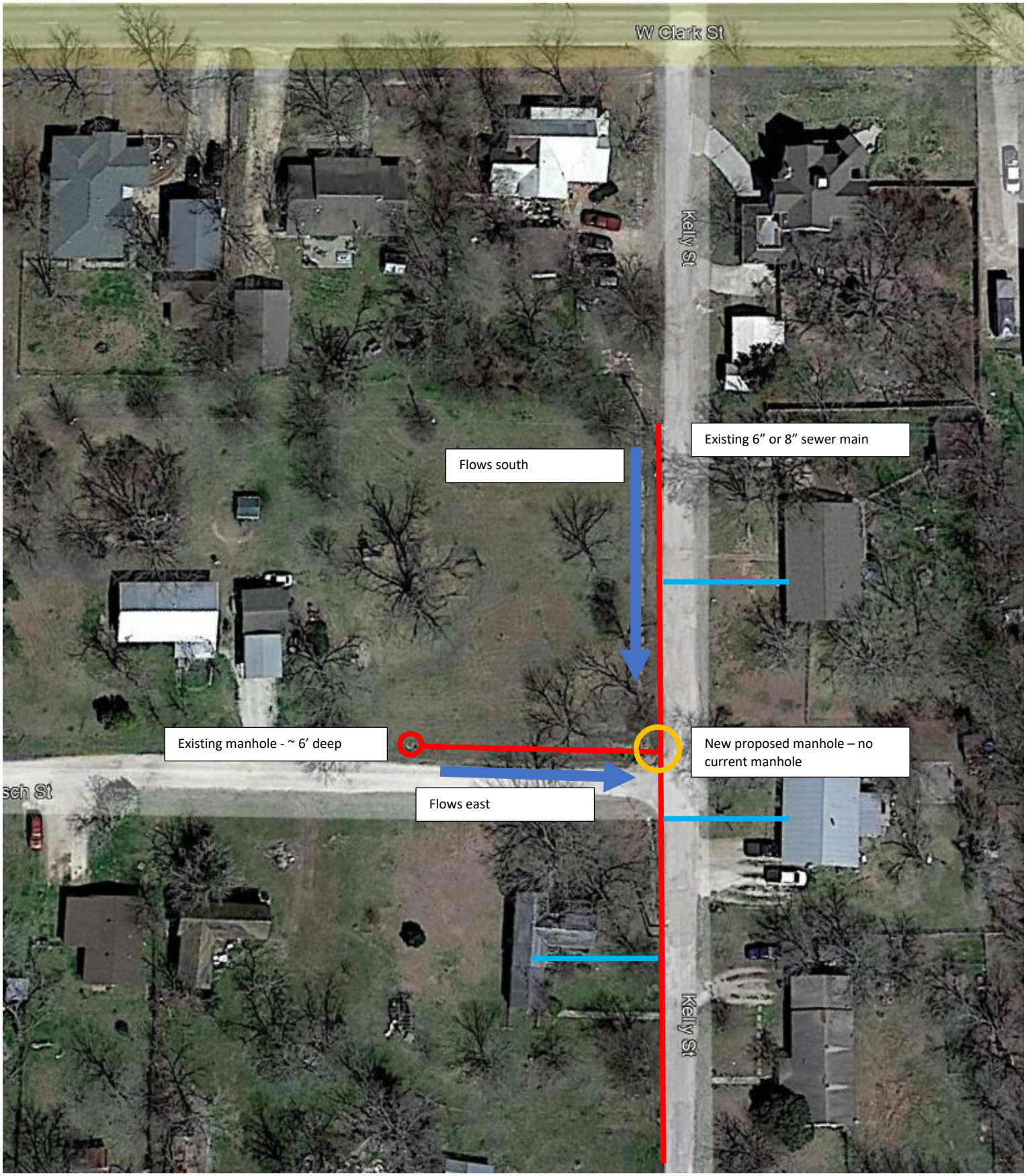
(incorporated herein as if copied in full)

Appendix A:

INSTALL NEW MANHOLE AND UPGRADE WASTEWATER LINES AND CONNECTIONS TO PREVENT RESIDENTIAL SEWER ISSUES.

Appendix B:

5.5 Clean Water: Other Sewer Infrastructure


W Clark St
Kelly St
Existing 6” or 8” sewer main
Flows south
Existing manhole - ~ 6’ deep
New proposed manhole – no current manhole
Flows east
sch St
Kelly St

Untitled Map
Write a description for your map.
Legend
Clay Line
Google Earth
4.13 ft
N

Untitled Map
Write a description for your map.
Legend
Clay Line
Google Earth
4.58 ft
N

S Main
W. Pietsch

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Bartlett

PROJECT: Bartlett Pietzsch St. WW

APPLICATION NO: 1 Distribution to:
PERIOD TO: 12/31/2022 Owner
PROJECT NOS: 23-13 Engineer
Contractor

FROM CONTRACTOR: Bell Contractors, Inc.

VIA ENGINEER:

CONTRACT DATE:

CONTRACTOR FOR:Sewer

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached

1 ORIGINAL CONTRACT SUM.....		$19,400.00
2 Net change by Change Orders.....		
3 CONTRACT SUM TO DATE (Line 1 ± 2).....		$19,400.00
4 TOTAL COMPLETED & STORED TO DATE....		$26,932.13
5 RETAINAGE:		
a. of Completed Work		
b of Stored Material		
Total Retainage (Line 5a + 5b).....		
6 TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)		$26,932.13
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....		
8 CURRENT PAYMENT DUE.....		$26,932.13
(Line 3 less Line 6)	-$7,532.13	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner		
Total approved this month		
Totals		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and pay ments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Date: 12/5/2022

State of: Texas
County of: Bell
Subscribed and sworn to before me this 5th day of December, 2022

Notary Public: Jessica Burk
My Commission expires:

Jessica Burk
Notary Public, State of Texas
Comm. Expires 06/09/2023
Notary ID 13025409-9

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor

AMOUNT CERTIFIED..... $

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

BY: DATE:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

BELL CONTRACTORS, INC.
Since 1977

COMPANY NAME City of Bartlett

Application No. 1
Complete Through: 12/31/2022
Bill Date: 12/5/2022
Job No. 23-13

PROJECT NAME Bartlett Pietzsch St. WW

A	B	C	D	E	F	G		H
Item No.	Description of Work	Scheduled Value	Work Completed		Stored Materials	Total Cmplt. & Stored		Balance To Finish
			Previous Application	This Period			%	
I	**Sewer - Install 1-4' dia manhole &**	$19,400.00		$19,400.00		$19,400.00	100%	
CO #1	**Sewer - Extra Work to Find Blocka**	$7,532.13		$7,532.13		$7,532.13	100%	
		$26,932.13		$26,932.13		$26,932.13	100%	

Total Contract	$26,932.13	
Total Change Orders		
Complete & Stored		$26,932.13
Less Retainage-0%		
Less Previous Payments		
Total Amount Due		**$26,932.13**

3082 W. HWY. 190 BELTON, TX 76513 P: (254)939-3509 F: (254)939-3500

BELL CONTRACTORS, INC.
Since 1977

December 5, 2022

Period to: 12/31/2022 App. No. 1
Job No. 23-13

Contact Person
City of Bartlett
Address
City, State, Zip

Phone:
FAX:
Owner: Owner

e-mail:

Pay Request for Sewer at "Bartlett Pletzsch St. WW" in Bartlett, TX.

Unit #	Description	Quantity	Unit	Unit Price	Amount	This Month Quantity	This Month Unit	This Month Amount	Total Complete Quantity	Total Complete Unit	Total Complete Amount	Remaining Quantity	Remaining Unit	Remaining Amount
1	Sewer - Install 1-4' dia manhole & connections As Needed To Existing Piping .													
1	6" SDR-26 Remove & Replace	50	LF	$ 95.24	$4,762.00	50	LF	$4,762.00	50	LF	$4,762.00	-	LF	
2	4' Dia Manhole	1	EA	$ 7,269.92	$7,269.92	1	EA	$7,269.92	1	EA	$7,269.92	-	EA	
3	Connection To Existing Sewer	3	EA	$ 1,382.57	$4,147.71	3	EA	$4,147.71	3	EA	$4,147.71	-	EA	
4	Traffic Control	1	LS	$ 1,756.03	$1,756.03	1	LS	$1,756.03	1	LS	$1,756.03	-	LS	
5	Mob	1	LS	$ 1,484.34	$1,484.34	1	LS	$1,484.34	1	LS	$1,484.34	-	LS	
	Total-Sewer - Install 1-4' dia manhole & connections As Needed To Existing Piping .				$19,400.00			$19,400.00			$19,400.00			
CO #1	Sewer - Extra Work to Find Blockage													
	6" SDR-26 Remove & Replace	50	LF	$ 72.03	$3,601.50	50	LF	$3,601.50	50	LF	$3,601.50	-	LF	
	Exploratory Work	1	EA	$ 2,680.01	$2,680.01	1	EA	$2,680.01	1	EA	$2,680.01	-	EA	
	Connection To Existing Sewer Service	1	EA	$ 1,250.62	$1,250.62	1	EA	$1,250.62	1	EA	$1,250.62	-	EA	
	Total-Sewer - Extra Work to Find Blockage				$7,532.13			$7,532.13			$7,532.13			
								$26,932.13			$26,932.13			

Total Base Original Contract		$19,400.00
Total Change Orders		$7,532.13
Total Completed	$	26,932.13
Current Materials On Hand	$	-
Total Completed & Stored	$	26,932.13
Less Retainage-Complete Work & Stored Materials	$	-
Less Previous Payment Requests	$	-
Total Amount Due	$	26,932.13

3082 W. HWY. 190 BELTON, TX 76513 P: (254)939-3509 F: (254)939-3500

Commissioners Court - Regular Session **47.**

Meeting Date: 12/20/2022

CDBG CAPER Report 2021

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the Community Development Block Grant program's 2021 Consolidated Annual Performance and Evaluation Report (CAPER).

Background

The Consolidated Annual Performance and Evaluation Report (CAPER) is required by the U.S. Department of Housing and Urban Development (HUD) to report on the annual performance of the Williamson County FY21 Community Development Block Grant (CDBG) program. This report identifies the progress made regarding active and completed projects that have received Williamson County CDBG funds, as well as other accomplishments the County has made in meeting the objectives and priorities outlined in the five year Consolidated Plan.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2021 CAPER

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/15/2022 11:14 AM
Form Started By: Sally Bardwell		Started On: 12/14/2022 02:40 PM
Final Approval Date: 12/15/2022		

Williamson County, TX

Community Development

Consolidated Annual Performance and Evaluation Report

Fiscal Year 2021

Sally Bardwell

Williamson County Community Development

512-943-3757

sbardwell@wilco.org

Williamson County
710 Main Street
Georgetown, TX 78626
512-943-3757

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Williamson County was awarded CDBG funds in the amount of $1,693,040 for Fiscal Year 2021 (October 1, 2021 through September 30, 2022). The County also reallocated $329,994 from previous years. In accordance to the priorities identified and outlined in the County's Consolidated Plan, one social service project, two public facilities projects, two home repair projects, and three infrastructure projects were identified for FY21 allocation. The projects serve low to moderate income areas and households throughout the County. The projects meet national goals and supports ongoing efforts in the community to address the growing population. All projects are identified as a high priorty in the Five-Year Consolidated Plan.

The FY20 Action Plan was also amended to add CDBG-CV funds in the amount of $2,283,010. These funds are to be used to prevent, prepare for or responde to coronavirus. The 2021 CAPER will address these projects as well.

The County's Strategic Plan outlines the following as high priority projects.

Public Facility and Infrastructure Improvements

- Fund non-housing community development proposals that eliminate a threat to public health and safety to include water/sewer projects, drainage projects, sidewalks, and street improvements. Fund public facility improvements that benefit low income households and persons, and persons with special needs to include senior centers, neighborhood facilities, youth centers, homeless facilities, childcare centers, parks and recreational facilities.

Increase Access to Affordable Housing

- Fund activities that expand the supply and improve the condition of housing affordable to lower income households. Fund activities that leverage other public and private resources such as Low Income Tax Credit Projects. Extend the useful life of existing affordable housing through weatherization, repair, and rehabilitation programs.

Decrease Homelessness

- Provide funds to support shelter operations and transitional housing. Provide funding to increase permanent supportive housing opportunities and work to create a stronger network of providers of supportive and mainstream services to homeless clients.

Public Services

- Fund projects that provide supportive services to low and moderate income household as well as persons with special needs. Support efforts to develop a regional social service collaborative to coordinate the work of social service organizations, disseminate news and information, and eliminate duplication of effort.

Affirmatively Further Fair Housing

- Support improved access to community resources. Continue to operate in compliance with protected class definitions found in federal regulations.

The Consolidated Annual Performance and Evaluation Report (CAPER) is required by the U.S. Department of Housing and Urban Development (HUD) to report on the annual performance of the Williamson County FY20 CDBG program. This report identifies the progress made regarding active projects and those projects that have been completed that received Williamson County funds, as well as other accomplishments the County has made in meeting the objectives and priorities outlined in the five year Consolidated Plan. Project progress can be found in the attachment section of this document. See FY21 Funded Project Information, Previously Funded Project Information and CDBG-CV Cares funding.

It is required that this report be available for review for a minimum of 15 days. The review period was December 5 – December 19, 2022. A public hearing was held on December 13, 2022.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Rental Housing	Affordable Housing Public Housing	CDBG: $	Rental units rehabilitated	Household Housing Unit	174	41	23.56%			
Fair Housing Activities	Fair Housing Activities	CDBG: $	Other	Other	1	0	0.00%			
Home-ownership Assistance	Affordable Housing	CDBG: $	Homeowner Housing Added	Household Housing Unit	10	0	0.00%	0	0	
Home-ownership Assistance	Affordable Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		0	0	
Housing Rehabilitation	Affordable Housing Public Housing	CDBG: $	Rental units rehabilitated	Household Housing Unit	0	10		295	10	3.39%
Housing Rehabilitation	Affordable Housing Public Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	125	55	44.00%	40	41	102.50%
Housing Rehabilitation	Affordable Housing Public Housing	CDBG: $	Housing for Homeless added	Household Housing Unit	0	0		0	0	
Housing Rehabilitation	Affordable Housing Public Housing	CDBG: $	Housing for People with HIV/AIDS added	Household Housing Unit	0	0		0	0	

Improve public facilities	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	40950	13024	31.80%	1815	2633	145.07%
Improve public facilities	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				
Improve public facilities	Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	
Improve public facilities	Non-Housing Community Development	CDBG: $	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0		0	0	
Improve public infrastructure	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	800	5636	704.50%			
Planning and Administration	Administration and Planning	CDBG: $	Other	Other	1	1	100.00%	1	0	0.00%
Provide housing/services to the homeless/at risk	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	71	71.00%	0	40	

Provide housing/services to the homeless/at risk	Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	40		0	40	
Provide housing/services to the homeless/at risk	Non-Housing Community Development	CDBG: $	Homelessness Prevention	Persons Assisted	0	25		0	25	
Provide public services	Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	450	1180	262.22%	55	844	1,534.55%
Provide public services	Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	8		0	8	
Provide public services	Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Other	Other	1	0	0.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan,

giving special attention to the highest priority activities identified.

All activities funded are identified as High Priority projects. Please see attached documents outlining projects funded and progress in 2021 named FY21 Funded Project Information, Previously Funded Project Information and CDBG-CV Cares funding.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	2,887
Black or African American	499
Asian	60
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	3
Total	**3,449**
Hispanic	1,558
Not Hispanic	1,891

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The numbers above represent racial and ethnic data for the following programs:

Habitat Home Repair

Georgetown Home Repair

Georgetown Housing Authority

Interagency Support Council

Georgetown Housing Authority

Granger Housing Authority Rehab

Sacred Heart

Hutto Resource Center

Helping Hands of Georgetown

Williamson County Crisis Center

Bluebonnet Trails

Taylor Housing Authority

Williamson County Habitat for Humanity

Lonestar Circle of Care

Key2Free

The chart does not reflect individuals or families identified as multi-racial.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	2,023,034	1,203,810

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG Participating Cities + Unincorporated Areas of County			
City of Georgetown			
City of Granger			
City of Leander			
City of Taylor			
Countywide			

Table 4 – Identify the geographic distribution and location of investments

Narrative

Percent of CDBG funds allocated to each project:

Habitat for Humanity of Williamson County HOme Repair Program 7.4%

City of Georgetown Home Repair Program 4.94%

Interagency Support Council of Eastern Williamson County 1.73%

Granger Colorado Street Wastewater Line Replacement 17%

Liberty Hill Sidewalk Project 24.1%

Georgetown Housing Authority 16.3%

Granger Housing Authority .59%

Jarrell Water System Improvements 23.1%

Program Administration 4.8%

Percent of CV funds allocated to each project:

Taylor Water Project 35%

Granger Housing Authority 6.9%

Habitat for Humanity Land Acquisition 27.85%

Sacred Heart 28%

Program Administration 2.2%

Williamson County does not allocate CDBG funds based on identified target areas. The County receives applications for funding from participating cities and local organizations for projects that fit within the County's priorities. Applications are reviewed by the Community Development Administrator who then makes a recommendation to Commissioners Court based on need and funding allocation. Commissioners Court reviews the recommendation and either approves or requests modifications.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Mathcing funds are not required in the CDBG program.

The following are leveraged funds per FY21 project. Sources include private, local, state, other federal funds.

Habitat for Humanity Home Repair $211,360

Georgetown Home Repair $55,000

Interagency Support Council $774,111

Granger Wastewater Project $11,000

Liberty Hill Sidewalk Project $5000

Georgetown Housing Authority Rehab Project $337,010

Jarrell Water Project $11,000

Williamson County does not use publicly owned land or property to address identified needs. Williamson County does not receive HOME or ESG funds.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	40
Number of Non-Homeless households to be provided affordable housing units	224	41
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**224**	**81**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	2
Number of households supported through Rehab of Existing Units	224	83
Number of households supported through Acquisition of Existing Units	0	1
Total	**224**	**86**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The homeless population was supported by Bluebonnet (25 clients) and the Crisis Center (15 clients).

There were 26 unites rehabbed at the Granger Housing Authority and 57 units rehabbed at the Georgetown Housing Authority.

Habitat Rehab program assisted 27 eligible homeowners and the Georgetown Rehab program assisted 14 in FY21. These programs are ongoing.

Habitat for Humanity completed two affordable homes for income eligible clients. Habitat is continually looking for property for affordable housing.

The Taylor Housing Authority assisted one income eligible client with down payment assistance on a new home.

Discuss how these outcomes will impact future annual action plans.

The success of these programs has been instrumental in assisting low-mod income households to remain in their homes and thus prevent homelessness. It is expected that these programs will continue.

The CDBG office meets with the homelessness coalition to discuss options to increase affordable housing to low-mod income families.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	129	0
Low-income	34	0
Moderate-income	4	0
Total	**167**	**0**

Table 7 – Number of Households Served

Narrative Information

The Habitat Home Repair program assisted 27 families with its rehab program. Eleven are low income and sixteen are extremely low income. The Geogetown Home Repair program assisted 14 households. Five households were extremely low, five were low income and four were moderate income. The Georgetown Housing Authority is rehabbing it's facility. In FY21, 57 households were returned to updated homes. To date, 98 households have been completed. All of the residents are extremely low income. The Granger Housing Authority has rehabbed 26 units. All households are extremely low income.

Two programs have assisted homeless individuals. Bluebonnet has assisted 25 homeless individuals, all extremely low income. The Crisis Center has assisted 15 low income clients.

The county continues to work with the Taylor Housing Authority in its down payment assistance program. Unfortunately, the costs associated with home ownership in Williamson County has increased, making it difficult to identify eligible clients. In FY21, one low income client was assisted with home ownership. Habitat for Humanity provided two low income households with affordable housing.

The local Housing Authorities provide affordable housing to low income individuals and families. Unfortunately, the number of units available is greatly out numbered by the number of those in need. Families and individuals are encouraged to contact local organizations for rental assistance and other needs.

Worst case needs are address through the Habitat for Humanity and Georgetown home repair programs. These programs allow for the repair of homes so that low-income residents can remain housed in homes that are no longer substandard. The Granger Housing Authority and the Georgetown Housing Authority will complete rehab projects on their facilities, which house extremely low income residents. Bluebonnet Trails and the Crisis Center assist homeless individuals with obtaining temporary and permanent housing.

In an effort to maintain affordable housing, Habitat for Humanity and Georgetown home repair programs are funded to ensure that homes of low income individuals are repaired and that they can remain housed. Both the Granger and Georgetown Housing Authorities are rehabbing units for low income residents, also ensuring that individuals remain housed. Habitat for Humanity receives funding to purchase land for affordable housing.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Georgetown Housing Authority rehabilitation project will repair approximately 134 units housing extremely low income households. The project is 89% complete with 98 units being returned to residents.

Habitat Home Repair program assisted 27 households in FY21, allowing individuals to remain in their homes and avoid homelessness. The Georgetown Home Repair program assisted 14 households in FY21.

The County supports the efforts of the Balance of State Continuum of Care (CoC) to simplify and broaden outreach and assessment efforts for homeless persons in Williamson County. The Continuum works to create a better communication system for service providers to stay in contact with both schools and hospitals to avoid homeless persons (or those at risk of homelessness) from falling through the cracks of the system. As part of the annual point-in-time count, the CoC conducts outreach. Not only are homeless people counted, particularly unsheltered persons, but representatives from various agencies are available to answer questions and provide information about available resources.

The County continues to support local social service agencies, such as Capital Idea, San Gabriel Crisis Service Center, Bluebonnet Trails, MHMR and the Georgetown Project that provide a wide array of support services for homeless persons. Examples of support include, but are not limited to, employees serving as board members, collaboration during special projects, and public recognition of services provided.

Another organization addressing homelessness is the Georgetown Project. The Georgetown Project opened the NEST in 2011 as an outreach to Georgetown ISD teens in 9th-12thgrade that were homeless or living in transition. The NEST Program now includes The NEST Host Home, an overnight safe haven for youth living in transition, and The NEST Empowerment Center, an after school safe haven for all Georgetown ISD high school teens who are in need of free resources.

Bluebonnet Trails was funded in FY20. Assistance to 36 homeless individuals was provided (84 total encounters). The program provides Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus will be on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First will also help individuals access employment, psychiatric and

primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed.

Key2Free was funded in FY19. The program assisted eight low income homeless individuals in FY21. The program provides clinical, medical and dental services to victims of human trafficking.

The Crisis Center assists victims of domestic violence and assisted 15 new clients in FY21.

Addressing the emergency shelter and transitional housing needs of homeless persons

The CDBG Program Adminstrator participates in the Williamson County Homeless Coalition. The coalition is made up of local organizations who assist the homeless. The group is meeting to discuss how better to address the homeless population in Williamson County. The County aslo funds Bluebonnet Trails,Key2Free and the Crisis Center. These organizations work directly with the homeless population and assist with transitional housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Georgetown Housing Authority is utilizing funding to rehabilitate approximately 134 existing units. To date, 98 units have been completed (project is 89% complete). The rehabilitation of these units allows the extremely low income households to remain housed, ultimately, preventing homelessness.

Habitat Home Repair program has assisted 27 low income households with repairs that allow them to remain housed. The Georgetown Home Repair program assisted 14 in FY21.

Mobile Outreach Team works with law enforcement to assist homeless or nearly homeless individuals with temporary housing.

The Crisis Center provides housing assistance to victims of domestic violence. In FY21, the program assisted 15 victims of domestic violence.

Williamson County has a community resources website that allows people to search online for needed resources such as health care, mental health services, housing, food, and other community resources. The Williamson County Community Resources website was designed to empower residents with information about resources in the Williamson County area so that they can connect with available

services. Residents can go to www.wilco.org/communityresources and enter their zip code to search for services near their location. All searches are confidential.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In FY21, the CDBG Program Adminstrator participated in the Williamson County Homeless Coalition. The coalition is made up of local organizations who assist the homeless. The group is meeting to discuss how better to address the homeless population in Williamson County.

The Balance of State CoC works to ensure that homeless individuals make the transition to permanent housing and independent living, is prioritizing safe and stable housing and making affordable housing options more accessible to homeless individuals. Many homeless that struggle to transition into permanent housing and independent living suffer from mental illness and substance addiction. Recent trends through the Homeless Prevention and Rapid Re-housing program and Housing First model prioritize placing homeless individuals and families in permanent housing quickly, and then linking them to supportive services in the community. Williamson County continues to support local organizations, such as the Georgetown Project to assist homeless youth with transitional and permanent housing. This is done through Williamson County Juvenile Services.

Williamson Burnet County Oppotunities (WBCO) provides services such emergency assistance, headstart, case management to transition out of poverty, adult education program for job skills, and rapid re-housing program.

CDBG funds were used to assist the Crisis Center that assists victims and families of domestic violence. They assist with transitional housing and permanent housing.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

In FY21, Williamson County's public housing authorities continue to seek additional funding to address public housing needs and apply for additional housing choice vouchers when available. Lack of funding is a barrier in addressing public housing needs and has created lengthy waiting lists and long waiting periods to be housed. Housing authorities continue to provide housing assistance and social service needs to residents and maintain efforts to implement more programs if funding allows.

The Georgetown Public Housing Authority manages Shady Oaks Apartments and Stonehaven Apartments. The Shady Oaks Apartments are Section 8 and offer 60 duplex apartments to qualified residents. The Stonehaven Apartments are public housing and offer 158 housing units to qualified residents. The Georgetown Housing Authority also manages a Section 8 (Housing Choice Voucher) program.

The Georgetown Housing Authority also provides a Family Self Sufficiency Program which is a HUD program that encourages communities to develop local strategies to help families obtain employment that will lead to economic independence and self-sufficiency. They work with welfare agencies, schools, businesses, and other local partners to develop a comprehensive program that gives participating FSS family members the skills and experience to assist them in obtaining employment that pays a living wage and hopefully, enable them to live without any form of public assistance.

The Taylor Housing Authority owns and manages the Mary Olson property and the Avery property. These properties are public housing facilities and offer 46 units and 70 units respectively. The Taylor Housing Authority also administers a Section 8 Housing Choice Voucher program that assists approximately 142 families. The Voucher program is a rental subsidy program where families choose where they want to live (based on certain stipulations) and the rental subsidy is paid to the landlord. The Taylor Housing Authority also administers 3-year housing vouchers for those exiting the foster care system.

The Taylor Housing Autorhity was awarded $100,000 in CDBG funds for their Home Ownership Program to assist income eligible families with purchasing a home. Three families have been assisted to date (one in FY21). The down payment assistance available to families was increased in an effort to make home purchases affordable to income qualified households.

The Granger Housing Authority operates and manages 26 units available to qualified residents.

Williamson County works with the Georgetown Housing Authority to conduct required reviews and approvals in order for the Housing Authority to receive federal funding. All Housing Authorities are invited to participate in the development of the annuall action plan and the 5-year consolidated plan. The Williamson County CDBG office assists, as requested, the housing authorities with funding

options and any other needs.

The Granger Housing Authority completed rehab of 26 units utilizing CDBG funds. Projects included updated window and insulation, ramps and hand rails. The Georgetown Housing Authority is currently utilizing CDBG funds for rehab of 134 units, 98 units are complete. The renovations allow for improved housing for low income households.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Williamson County does not use CDBG funding directly to encourage public housing residents to become involved in management and to participate in homeownership activities. However, the County encourages the local public housing authorities to continue its current programs and collaborate with other agencies that assist with homeownership. The local Housing Authorities have Resident Commissions on their boards in an effort to encourage participation. Also, all documents requiring public review are provided to local housing authorities.

Actions taken to provide assistance to troubled PHAs

Georgetown Housing Authority, Round Rock Housing Authority, Taylor Housing Authority, and Granger Housing Authority are all standard performers and not considered troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Barriers to affordable housing can encompass a wide array of aspects, to include but not limited to banking, finance, and insurance industry regulations, socio-economic situations, neighborhood conditions, and public policy legislation and fair housing enforcement. The County will continue to work with nonprofit agencies in the community to remove or ameliorate the negative effects (if any) of public policies that serve as barriers to affordable housing.

In FY21, the County continued to increase partnerships with local units of government to ensure equitable zoning practices as they relate to fair housing and the development of affordable housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The major obstacle to meeting all of the identified needs is the lack of funding resources. Typically, applicant request amounts are much higher than the entitlement amount which further escalates the budgetary constraints in meeting the undeserved needs. However, the County continues to partner, when feasible, with other nonprofit organizations to leverage the County's CDBG allocation.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

To the greatest extent practicable, Williamson County works with local agencies to help eliminate the hazard of lead poisoning due to the presence of lead based paint. The County also disseminates information on lead based paint hazards to CDBG subrecipients who receive entitlement funds for housing activities where lead based paint may be an issue.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The County will continue to combat the number of poverty-level families by supporting incentives to attract, retain, and expand businesses, advocate for improved employment-affordable housing options and support organizations and programs that provide job training, education, and placement services.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Williamson County continues to work with various local agencies to ensure that services offered through entitlement grant programs receive maximum amounts of exposure and benefit. These programs are carried out through oversight by the Williamson County Community Development Administrator in which work will be conducted through the issuance of sub-recipient agreements.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

While Williamson County has limited resources to address the priorities identified, the County continues to seek partnerships and establish cooperative working relationships to leverage its annual CDBG allocations. This typically comes in the form of matching city funds (which are not required).

The Central Texas Fair Housing consortium developed a regional Analysis of impediments to Fair Housing. The Analysis of Impediments to Fair Housing Choice, or AI, is a planning process for local governments and public housing agencies (PHAs) to take meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination. This study was conducted for the Central Texas Region in 2018 and 2019 as joint effort among the following entities:

- The City of Austin
- The Housing Authority of the City of Austin
- The Georgetown Housing Authority
- The City of Pflugerville
- The City of Round Rock
- The Round Rock Housing Authority
- The Taylor Housing Authority
- Travis County
- The Housing Authority of Travis County
- Williamson County

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The Central Texas Fair Housing Assessment was completed in 2019.

A Central Texas Regional Fair Housing Working Group (WorkingGroup) will be established and made up of staff from each of the 10 entities to collaborate and coordinate on implementation of regional fair housing goals and affordable housing interests. The group will also consult with area experts on housing equity and economic opportunity, K-12 educational leaders, local and regional transit providers, and public works staff. This Group will be facilitated by a Travis County Health and Human Services employee team.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Community Development Administrator uses monthly progress reports submitted by each project to identify any problems or potential problems. Contact with each project manager assists in ensuring that projects are progressing, following appropriate regulations and utilizing CDBG funds efficiently and effectively. The Community Development Administrator also conducts meetings and/or communicates via email and phone with project managers regarding specifics of projects.

The Community Development Administrator conducts desk monitorings of each project to ensure compliance and progression. Monitorings are ongoing as Williamson County requires all documents to support progress, payment, and reports to be submitted. If file documentation is not submitted, the County will not process payment to a project.

Meeting with representatives from the projects ensures that regulations are being followed. The Community Development Administrator provides HUD guidance, County forms, labor forms and Davis Bacon information, and information on how to access funds.

The Community Development Administrator works closely with the Williamson County Auditors office in an effort to ensure appropriate and accurate financial documents are submitted for payment and that funds are spent in a timely manner. The Community Development Administrator and Grants Accountant work closely to improve procedures and to make certain that current procedures are efficient and adequate. All documents submitted with draw requests are thoroughly examined by the Community Development Administrator to ensure funding is being expended on eligible expenses and that funds are being utilized efficiently. Signatures by the CDBG office, County Judge and the Auditor's office are required and identified on all payment requests.

CDBG-CV funded projects are monitored under the same guidelines as currect CDBG projects.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

All notices are published in local newspapers in English and Spanish to inform citizens of public comment periods and public meetings. A 15 day comment period, December 5 – December 19,2022, was provided during the CAPER process. No comments were received. A public hearing was held on December 13, 2022. Public meetings are held in conjunction with each phase of the CDBG program to allow for citizen input.

Williamson County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications are provided upon request. Reasonable accommodations for people with disabilities and for non-English speaking populations are made upon request and as appropriate.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes have been made to the Williamson County CDBG program.

Williamson County does not have an existing Section 108 guaranteed loan program.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes have been made to the Williamson County CDBG program.

Williamson County does not have an existing Section 108 guaranteed loan program.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	11	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

Attachment

FY21 Funded Projects

Funding for FY21
Community Development Block Grant
Allocation $1,693,040
Reallocation $329,994

Habitat for Humanity of Williamson County Home Repair Program
Activity 123
Accomplishments: Project will assist approximately ten eligible homeowners who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.
FY21 $150,000
CDBG Funds Utilized to Date: $119,095.22
Fourteen income qualified households assisted

City of Georgetown Home Repair Program
Activity 124
Accomplishments: Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.
FY21 $100,000
CDBG Funds Utilized to Date: $8,398.20
One income qualified households

Interagency Support Council of Eastern Williamson County, Inc/Social Service
Activity 120
Accomplishments: Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County. Funding will allow the program to maintain and potentially increase the number of clients served. Project is complete. This is the final time this project will be reported in a CAPER.
FY21 $35,000
CDBG Funds Utilized to Date: $35,000
Limited Clientele
Forty-one unduplicated clients served. 576 sessions.

Granger Colorado Street Wastewater Line Replacement
Activity 89

Accomplishments: Project to include the replacement of the existing 8-inch clay wastewater line with a new PVC wastewater line and associated manholes. Project to include the repair of asphalt streets and concrete sidewalks. Engineering is complete. Construction is underway.
FY18 $55,400
FY21 $344,050
CDBG Funds Utilized to Date: $55,400
Census Tract 213 (Block Groups 2 and 3)
Percent Low-Mod: 50.50%
Percent Minority: 39.51%

Liberty Hill Sidewalk Project
Activity 131
Accomplishments: Design and installation of approximately 5800 linear feet of sidewalk with ADA accessible curb ramps at street intersections, and erosion and sedimentation control during and immediately after construction. Project will also include approximately 3600 linear feet of drainage improvements to mitigate existing drainage issues. Project will be located on portions of Hillcrest Lane and Loop 332 and on Lynn Lane, Panther Path and Barrington Drive. Engineering and design are underway for this project.
FY21 $488,000
CDBG Funds Utilized to Date: $0
Percent Low-Mod: 59.60%

Georgetown Housing Authority
Activity 132
Accomplishments: Project will rehabilitate 158 residential dwelling units, GHA office, Senior Center, Activity Learning center, gazebos and site cedar fences with exterior wood repairs. Demolition of the rotten rough cedar privacy entries, removing all deteriorated wood and fascia boards, trim, soffits, wood siding, wood fencing and paint exterior surfaces. Project is undergoing review for possible amendment.
FY21 $330,000
CDBG Funds Utilized to Date: $0

Granger Housing Authority Rehab
Activity 122
Accomplishments: Rehabilitation of back entryway to 26 public housing units to include safety railings and ramps. Project located at the Granger Housing Authority. Project is complete. This is the final time this project will be reported in a CAPER.
FY21 $12,000
CDBG Funds Utilized to Date: $10,445
100% Low Mod

Jarrell Water System Improvements
Activity 127

Accomplishments: Installation of 16” water line including valves, fittings and fire hydrants. Work to be completed on 1st Street, between Avenue I and Avenue E in Jarrell TX. Engineering complete. Construction is underway.
FY21 $467,000
CDBG Funds Utilized to Date: $9,751.00
Census Tract 216.03 BG 2
Percent Low-Mod: 50.74%
Percent Minority: 25.38%

Program Administration
Activity 121
Estimated Funding for FY21: $96,984
CDBG Funds Utilized to Date: $96,984.00
Program Complete

FY21 Previously Funded Projects

Previously Funded Projects

Granger Water System Improvements
Activity 109
Accomplishments: Project to include 35 isolation water valves to reduce the need to shut down the city's water supply due to maintenance/repair efforts. This project is complete. This is the final time this project will be reported in a CAPER.
FY20 $373,925
CDBG Funds Utilized to Date: $324,746.82
Census Tract 213 (Block Group 2)
Percent Low-Mod: 61.7%
Percent Minority: 39.51%

Habitat for Humanity 21st Street Project
Activity 112
Accomplishments: Site development engineering and architectural design and construction documents for the development of 6-12 for sale workforce units developed at 502 W. 21st Street, Georgetown TX. Engineering and planning are underway.
FY20 $133,500
CDBG Funds Utilized to Date: $116,927.00
Income Qualified Households

City of Georgetown 21st Street Project
Activity 113
Accomplishments: Infrastructure for the development of 6-12 for sale workforce units developed at 502 W. 21st Street, Georgetown TX. Engineering and planning are underway.
FY20 $97,000
CDBG Funds Utilized to Date: $37,000.00
Income Qualified Households

Jarrell Water System Improvements
Activity 114
Accomplishments: Installation of approximately 2400 feet of 12" water line including valves, fittings and fire hydrants. Work to be completed on East Avenue A, between North 2nd Street and North 10th Street in Jarrell TX. Agreement in place. Engineering and planning are complete. Construction is underway.
FY20 $355,520
CDBG Funds Utilized to Date: $32,317.50
Census Tract 216.03 (Block Group 2)
Percent Low-Mod: 50.74%
Percent Minority: 25.3%

City of Taylor Water System Improvements Old Coupland Road
Activity 115
Accomplishments: Funding for engineering and planning for water project. Engineering and planning for project are underway.
FY20 $160,000
CDBG Funds Utilized to Date: $0
Census Tract 210 (Block Group 2)
Percent Low-Mod: 70%
Percent Minority: 81.34%

Granger Housing Authority Rehab
Activity 116
Accomplishments: Weatherization through window replacement in approximately 10 units that are 2-3 bedrooms. Project is complete. This is the final time this project will be reported in a CAPER.
FY20 $46,498
CDBG Funds Utilized to Date: $46,404.47

Housing Authority Rehab 100% low-mod

City of Georgetown Home Repair Program
Activity 117
Accomplishments: Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. City utilizing previous funding for project. This is the final time this project will be reported in a CAPER.
FY20 $75,000
CDBG Funds Utilized to Date: $75,000
Five Income Qualified Households

Hutto Resource Center/Social Service Food Pantry
Activity 118
Accomplishments: Food pantry services to qualified clients. 309 food pantry services provided. This is the final time this project will be reported in a CAPER.
FY20 $20,000
CDBG Funds Utilized to Date: $20,000
Limited Clientele, Location and Nature
655 clients assisted

Helping Hands of Georgetown/Social Service Food Pantry
Activity 110
Accomplishments: Food pantry services to qualified clients. Assisted 290 new clients in FY20 and 341 in FY21 with services from food pantry. This is the final time this project will be reported in a CAPER.
FY20 $20,000
CDBG Funds Utilized to Date: $20,000
Limited Clientele, Location and Nature
Percent Minority: 61%

Williamson County Crisis Center dba Hope Alliance/Social Service Transitional Housing
Activity 119
Accomplishments: CDBG funds will be utilized to offer financial assistance to survivors of domestic violence participating in other life-saving services offered by Hope Alliance. Assistance would be provided in the form of monies paid directly to landlords and utility companies. Financial assistance would be provided for items such as deposits, rent, and utilities. This assistance will allow survivors to remain in their current safe housing or obtain new housing after fleeing from unsafe, abusive, and violent environments.
FY20 $35,000
CDBG Funds Utilized to Date: $34,091.71
Limited Clientele
Fifteen new clients served. Thirty-six total clients served.

Bluebonnet Trails Community MHMR Center/Social Service
Activity 108
Accomplishments: Provide Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus will be on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First will also help individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed. Assisted 11 new homeless clients with housing and rental assistance in FY20. Total occurrences of assistance was 34 for homeless clients. Assisted 25 new homeless clients with housing and rental assistance in FY21. Total occurrences of assistance was 53 for homeless clients. This is the final time this project will be reported in a CAPER.
FY20 $50,000
CDBG Funds Utilized to Date: $49,990.00
Limited Clientele Homeless
Percent Minority: 24%

Interagency Support Council of Eastern Williamson County, Inc/Social Service
Activity 120
Accomplishments: Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County. Funding allows the program to maintain the number of clients served. Program has assisted 41 new clients and provided 576 sessions. This is the final time this project will be reported in a CAPER.
FY21 $35,000
CDBG Funds Utilized to Date: $35,000
Limited Clientele
Percent Minority: 61%

Program Administration
Activity 105
FY20 $102,437
CDBG Funds Utilized to Date: $102,437
Project is closed.

Taylor Housing Authority Home Ownership Program

Activity 79

Accomplishments: Down payment assistance was provided to one low income family in 2017 and one low income family in 2018. Homes are located in Taylor TX. 2019: $20,000 committed to a homebuyer who is purchased a Habitat home. 2021: $20,000 utilized by income eligible household. The remaining funds have not been committed to date.

FY16 $100,000

CDBG Funds Utilized to Date: $75,000

Percent Low-Mod: 100%

Percent Minority: 100%

City of Granger Sewer Project

Activity 80

Accomplishments: Replacement of existing lift station located on Roswell Avenue with a prepackaged lift station. Project will include replacement of forcemain and gravity line relocation, and associated project incidentals. Engineering for the project is complete. Completion of easement documentation and engineering is underway. Due to unexpected costs incurred by the City of Granger caused by a major water leak, the original design of the project had to be redesigned and rebid. Engineering and planning are nearing completion with construction to follow.

FY17 $294,350

CDBG Funds Utilized to Date: $44,501.31

Census Tract 213 (Block Groups 2 and 3)

Percent Low-Mod: 49.83%

Percent Minority: 39.51%

Williamson County Habitat for Humanity

Activity 74

Accomplishments: Income qualified families has moved into two properties purchased with CDBG funds. This is the final time this project will be reported in a CAPER.

CDBG Funds Utilized: $39,380.56

Two income qualified households

City of Georgetown Home Repair Program

Activity 100

Accomplishments: Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson

County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. This is the final time this project will be reported in a CAPER.

FY19 $75,000

CDBG Funds Utilized to Date: $75,000

Fourteen income qualified households

Georgetown Housing Authority FY18

Activity 92

Accomplishments: Modernization of 134 dwelling buildings, office/community building, management/maintenance buildings, gazebos and fences. Rehab of entries by removing deteriorated wood on fascia boards, trim, soffits, wood siding, wood fencing and paint exterior surfaces. Project to take place at the Georgetown Housing Authority Stonehaven location. 2019: Stonehaven Apartments experiences critical levels of persistent sewage back-up within its dwelling units. Old, corroding and disintegrating sanitary sewer lines are continually failing, creating sewage blockage and subsequent back-ups into the residential units. It has also been discovered through testing by Terracon Consultants, Inc. that asbestos exists within the VCT flooring and adhesive, the undercoating of the kitchen sinks and the drywall. The asbestos materials will be significantly disturbed while remedying the sewage issues, therefore will need to be abated in accordance with the National Emission Standards for Hazardous Air Pollutants, 40 CFR Part 61, Subpart M, Asbestos, Demolitions and Renovations. Project is approximately 89% complete with 98 household returning to renovated units.

FY18 $282,603

FY19 $300,000

CDBG Funds Utilized to Date: $582,603

Housing Authority Rehab 100% low-mod

Lone Star Circle of Care Project Headwaters

Activity 102

Accomplishments: Funds will be utilized to rehab Taylor's West End School to include a kitchen, food pantry, meal packing and serving area, dining area, multipurpose room, offices and restrooms to accommodate Taylor's Melas on Wheels Program and Senior Center activities. Second floor rehab to include waiting room, program registration area, lab, provider and business office space, a nurse station, procedure room, exam rooms, break room, vitals area and storage for Lone Star Circle of Care. The abatement and selective demolition of the West End School site supported by CDBG funding is complete. Project is complete. This is the final time this project will be reported in a CAPER.

FY19 $300,000

CDBG Funds Utilized to Date: $300,000

Percent Low-Mod: Limited Clientele

2633 unduplicated income eligible clients served

The Key2Free/Social Service

Activity 95

Accomplishments: Provide clinical, medical and dental services to victims of human trafficking. Program assisted seven new clients and had 160 encounters in FY19. Program assisted 9 new clients and had 197 encounters in FY20. Program assisted 8 new clients and had 99 encounters in FY21.

FY19 $59,000

CDBG Funds Utilized to Date: $45,365.19

Percent Low-Mod: Limited Clientele

Habitat Home Repair Program FY19
Activity 98
Accomplishments: Project will assist approximately fifteen eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. This is the final time this project will be reported in a CAPER.
FY19 $175,000
CDBG Funds Utilized to Date: $175,000

Twenty-nine income qualified households

FY21 CV Projects

Williamson County CDBG-CV CARES funding

$939,026 and $1,343,984

Taylor Water Project/Repair Water lines: $800,000

Activity 129

Tieback: Acquisition, construction, reconstruction or installation of public works, facilities and site or other improvements. Construct a public improvement, such as extending broadband infrastructure in an underserved area or reconstructing degraded water lines, to support tele-school and telemedicine and to ensure potable water to homes, schools, and health providers. Engineering and planning are nearing completion. Construction to follow, estimated to take approximately 6 months.

CDBG Funds Utilized to Date: $0

Census Tract 212.03 BG 3

Percent Low-Mod: 78.63%

Granger Housing Authority/Install Central Air: $157,000

Activity 130

Tieback: Rehabilitation of buildings and improvements (including interim assistance). Rehabilitate a commercial building or public facility such as a school building to improve indoor air quality and ventilation to improve public health and prevent spread of coronavirus by replacing the HVAC and other building systems or to add operable windows and other improvements that could ensure the building's continued usefulness during an outbreak.

Project is underway. Estimated completion two months.

CDBG Funds Utilized to Date: $0

Estimated 26 Units

Percent Low-Mod: 100%

Habitat for Humanity/Land Acquisition to build affordable housing: $636,000

Activity 126

Tieback: Acquisition of property for housing. Respond to residential over-crowding associated with coronavirus spread and with more severe coronavirus disease and poorer post-COVID health outcomes by acquiring property for new construction of affordable housing funded from another source. One property has been purchased for affordable housing. Additional properties are being identified.

CDBG Funds Utilized to Date: $200,483.20

Sacred Heart/Medical care for low income: $640,000

Activity 125

Tieback: Provide testing, diagnosis, vaccination, or other health services to low/mod person at a mobile location. The clinic has provided 1,011 appointments for low-income individuals throughout the County.

CDBG Funds Utilized to Date: $81,188.75

Assisted 130 unduplicated patients.

Percent Low-Mod: 100%

Program Administration: $50,010

Activity 128

CDBG Funds Utilized to Date: $12,368.41

Commissioners Court - Regular Session **48.**

Meeting Date: 12/20/2022

Award of RFP #22RFP73 Third Party Administrator for Employee Medical, Dental, and Vision

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 RFP #22RFP73, Third Party Administrator for Medical, Dental, and Vision Programs, to the best proposer, United Healthcare Services, Inc.

Background

Williamson County sent out eleven hundred and thirty-three (1,133) notifications with thirty-five (35) document takers with eight (8) vendors submitting responses. The solicitation was seeking suppliers to provide Third Party Administrator (TPA) services for employee Medical, Dental, and Vision Programs. The evaluation committee reviewed and scored the submittals and the recommendation is to award to the lowest and best offer through negotiations to United Healthcare Services, Inc. The contract will commence January 01, 2023, as an initial (two) 2-year agreement with options for (four) 4, (twelve) 12- month renewals.

Budgeted in FY23:

01.0885.0885.004054 – Admin. Cost Health Insurance, budget $993,295.36
01.0885.0885.004056 – Admin. Cost Dental, budget $57,445.69
01.0885.0885.004059 – Admin Cost Flex Plan, budget $36,000.00
01.0885.0885.004060 – Admin Cost Cobra Administration, budget $12,000.00
01.0885.0885.004065 – Retiree Vision Insurance (Fully Insured Product), budget $24,315.12, Does not require a signature.
01.0885.0885.004066 – Employee Vision Insurance (Fully Insured Product) $318,500.00, Does not require a signature.under
01.0885.0885.004057 - Stop Loss Insurance, budget $1,674,115.00

The Point of Contact is Shelley Loughrey.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Scoresheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/15/2022 10:30 AM
County Judge Exec Asst.	Becky Pruitt	12/15/2022 11:03 AM
Form Started By: Gretchen Glenn		Started On: 12/14/2022 02:09 PM
Final Approval Date: 12/15/2022		

2022 Williamson County Benefits RFP Recommendation (Medical/RX/Wellness/Dental/Vision/Cobra/FSA/HSA)

After a careful analysis of all available information, including but not limited to: Official responses to the RFP, In-person interviews, financial modeling of future costs, and Network Access. It is the Recommendation of the selection committee that the best candidate for TPA services for all lines of coverage (Medical, Dental, Vision, Wellness Administration, COBRA services and Flexible Spending and HSA Account administration) is United Healthcare.

United Healthcare was selected as one of two finalists along with Cigna. The reasons for recommending United Healthcare are as follows:

Medical:

- Superior Network access for local employees, dependents, and out-of-are students.
- Above average network discounts
- Virtual MD and Teladoc provider access with video component included
- Wellness and Clinical improvement Programs
- Minimal member disruption
- Access for members to Premium-Designated Physicians
- Better arrangements to serve out-of-area members
- UHC has a significant amount of experience with Public Entities in Teas
- Proven track record of excellent Account Management. Top notch implementation team.
- Potential for additional savings through more efficient Network/Account Management, if needed
- More flexible reporting capabilities which are available typically within 15 days after the end of the prior month

Dental:

- Bundled Pricing Discount by adding other lines of coverage through UHC
- Ease of administration with all lines of coverage under one carrier
- Above average network

Vision:

- Bundled Pricing Discounts
- Ease of administration
- Above average network
- Multiple plan offerings

Cobra Administration:

- Complete Cobra administration

FSA/HSA Administration:

- Bundled pricing with all other UHC lines
- Ease of administration

22RFP73 RFP Third Party Adminstrator for Medical, Dental, and Vision Programs

04.11.2022

Overall

Evaluation Criteria	Aetna	Avesis	Cigna	Delta Dental Insurance Co	EyeMed Vision	Healthcare Highways	TASC	UHC/ Optum
Medical	67.8	0.0	81.1	0.0	0.0	39.7	0.0	96.0
Dental	70	0	85	67.5	0	17	0	93.3
Vision	62.2	72.9	81	0	75.8	0	0	90.3
Cobra	77	0	68.7	0	0	20.4	45.3	87.3
FSA	59	0	71.1	0	0	40.9	52	98.8
HAS	57.2	0	73.5	0	0	17	52	87.3
Stop Loss	77	0	89	0	0	67	0	88
Total	**470.2**	**72.9**	**549.4**	**67.5**	**75.8**	**202.0**	**149.3**	**641.0**

22RFP73 RFP Third Party Adminstrator for Medical, Dental, and Vision Programs

04.11.2022

Medical

Evaluation Criteria	Total Points	Aetna	Avesis	Cigna	Delta Dental Insurance Co	EyeMed Vision	Healthcare Highways	TASC	UHC/ Optum
Experience & References	5	2	0	4	0	0	3	0	5
Service Team and approach	15	8	0	12	0	0	10	0	15
Product- Plan Design(s) and network(s)	20	10	0	15	0	0	5	0	18
Technology & Tools	20	10	0	15	0	0	10	0	18
Financial -Pricing, AM Best Ratings	35	34.8		32.1	0	0	11.7	0	35.0
Total Cost		$21,706,425.00		$23,532,444.00			$64,668,545.00		$21,561,964.00
Product Service Intergration	5	3	0	3	0	0	0		5
Total	**100**	**67.8**	**0.0**	**81.1**	**0.0**	**0.0**	**39.7**	**0.0**	**96.0**

22RFP73 RFP Third Party Adminstrator for Medical, Dental, and Vision Programs

04.11.2022

Dental

Evaluation Criteria	Total Points	Aetna	Avesis	Cigna	Delta Dental Insurance Co	EyeMed Vision	Healthcare Highways	TASC	UHC/ Optum
Experience & References	5	2	0	4	3	0	3	0	5
Service Team and approach	15	10	0	14	10	0	10	0	15
Product- Plan Design(s) and network(s)	20	10	0	15	5	0	2	0	20
Technology & Tools	20	10	0	15	15	0	2	0	20
Financial -Pricing, AM Best Ratings	35	35.0	0.0	34.5	34.5	0.0	0.0	0.0	28.3
Employee Dental Rate		$ 2.52		$ 2.56	$ 2.56				$ 3.12
Product Service Intergration	5	3	0	3	0	0	0	0	5
Total	**100**	**70.0**	**0.0**	**85.5**	**67.5**	**0.0**	**17.0**	**0.0**	**93.3**

22RFP73 RFP Third Party Adminstrator for Medical, Dental, and Vision Programs

04.11.2022

Vision

Evaluation Criteria	Total Points	Aetna	Avesis	Cigna	Delta Dental Insurance Co	EyeMed Vision	Healthcare Highways	TASC	UHC/ Optum
Experience & References	5	2	3	4	0	4	0	0	5
Service Team and approach	15	10	12	14	0	12	0	0	14
Product- Plan Design(s) and network(s)	20	5	10	10	0	10	0	0	19
Technology & Tools	20	10	15	15	0	15	0	0	20
Financial -Pricing, AM Best Ratings	35	32.2	32.9	35	0	34.8	0	0	27.3
Annual Employee Vision Rate		$ 311,070.00	$ 304,055.00	$ 285,820.00		$ 287,140.00			$ 366,093.00
Product Service Intergration	5	3	0	3	0	0	0	0	5
Total	**100**	**62.2**	**72.9**	**81.0**	**0.0**	**75.8**	**0.0**	**0.0**	**90.3**

22RFP73 RFP Third Party Adminstrator for Medical, Dental, and Vision Programs

04.11.2022

Cobra

Evaluation Criteria	Total Points	Aetna	Avesis	Cigna	Delta Dental Insurance Co	EyeMed Vision	Healthcare Highways	TASC	UHC/ Optum
Experience & References	5	2	0	4	0	0	0	3	5
Service Team and approach	15	10	0	12	0	0	0	5	15
Product- Plan Design(s) and network(s)	20	12	0	12	0	0	0	5	20
Technology & Tools	20	15	0	15	0	0	0	10	20
Financial -Pricing, AM Best Ratings	35	35	0	22.7	0.0	0.0	20.4	22.3	22.3
est Employee Annual Cost		$ 6,187.00		$ 9,545.00			$ 10,606.00	$ 9,722.00	$ 9,722.00
Product Service Intergration	5	3	0	3	0	0	0	0	5
Total	**95**	**77**	**0**	**68.7**	**0.0**	**0.0**	**20.4**	**45.3**	**87.3**

22RFP73 RFP Third Party Adminstrator for Medical, Dental, and Vision Programs

04.11.2022

FSA

Evaluation Criteria	Total Points	Aetna (PayFlex)	Avesis	Cigna	Delta Dental Insurance Co	EyeMed Vision	Healthcare Highways	TASC	UHC/ Optum
Experience & References	5	2	0	4	0	0	2	2	5
Service Team and approach	15	10	0	12	0	0	5	5	15
Product- Plan Design(s) and network(s)	20	5	0	15	0	0	5	5	20
Technology & Tools	20	10	0	15	0	0	5	5	20
Financial -Pricing, AM Best Ratings	35	29.0		22.1			23.9	35.0	33.8
FSA		$ 3.50		$ 4.59			$ 4.25	$ 2.90	$ 3.00
Product Service Intergration	5	3	0	3	0	0	0	0	5
Total	100	**59.0**	**0.0**	**71.1**	**0.0**	**0.0**	**40.9**	**52.0**	**98.8**

22RFP73 RFP Third Party Adminstrator for Medical, Dental, and Vision Programs

04.11.2022

HSA

Evaluation Criteria	Total Points	Aetna (PayFlex)	Avesis	Cigna	Delta Dental Insurance Co	EyeMed Vision	Healthcare Highways	TASC	UHC/ Optum
Experience & References	5	2	0	4	0	0	2	2	5
Service Team and approach	15	10	0	12	0	0	5	5	15
Product- Plan Design(s) and network(s)	20	5	0	15	0	0	5	5	20
Technology & Tools	20	10	0	15	0	0	5	5	20
Financial -Pricing, AM Best Ratings	35	27.2	0	24.5				35	22.3
HSA		$ 2.25		$ 2.50			NA	$ 1.75	$ 2.75
Product Service Intergration	5	3	0	3	0	0	0	0	5
Total	100	**57.2**	**0.0**	**73.5**	**0.0**	**0.0**	**17.0**	**52.0**	**87.3**

22RFP73 RFP Third Party Adminstrator for Medical, Dental, and Vision Programs

04.11.2022

Stop Loss

Evaluation Criteria	Total Points	Aetna	Avesis	Cigna	Delta Dental Insurance Co	EyeMed Vision	Healthcare Highways	TASC	UHC/ Optum
Experience & References	**5**	2	0	4	0	0	3	0	5
Service Team and approach	**15**	10	0	12	0	0	10	0	15
Product- Plan Design(s) and network(s)	**20**	20	0	20	0	0	20	0	20
Technology & Tools	**20**	10	0	15	0	0	10	0	15
Financial -Pricing, AM Best Ratings	**35**	32		35			24		28
ISL/ASL pricing		$ 87.86		$ 80.72			$ 119.78		$ 100.50
Product Service Intergration	**5**	3	0	3	0	0	0	0	5
Total	**100**	**77**	**0**	**89**	**0**	**0**	**67**	**0**	**88**

Commissioners Court - Regular Session **49.**

Meeting Date: 12/20/2022

Approval of Amendment #6; for Third Party Administrator for Medical, Dental, and Vision Programs

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 Amendment #6 for Third Party Administrator for Self Funded Benefits, with United Healthcare Insurance Company, for term beginning effective January 1, 2023 through December 31, 2023, and authorizing the execution of Amendment #6, for the same terms and conditions as the existing contract under Group Policy No. GA-911463AL, awarded through RFP #22RFP73.

Background

United Healthcare Insurance Company (UHC) is the provider of Group Policy coverage for Williamson County employees. The contract was due for solicitation in FY 21 and was solicited through RFP #22RFP73 Third Party Administrator for Medical, Dental, and Vision Programs. UHC was the high scorer in that solicitation and is being recommended for award on 12/20/22. This subsequent Amendment #6 is a result of that recommendation.

As recommended by the Benefits Committee, UHC Amendment #6 includes the administrative fees for the 2023 Benefits Plans for three medical plans, Navigate Plan (replacing the Nexus Plan), HSA Choice High Deductible Health Plan, Choice Plus Plan, Dental Plans, FSA/HSA Fees and outlines the new administrative rates. Funding Sources:

01.0885.0885.004054 – Admin. Cost Health Insurance, budget $993,295.36
01.0885.0885.004056 – Admin. Cost Dental, budget $57,445.69
01.0885.0885.004059 – Admin Cost Flex Plan, budget $36,000.00
01.0885.0885.004060 – Admin Cost Cobra Administration, budget $12,000.00
01.0885.0885.004065 – Retiree Vision Insurance (Fully Insured Product), budget $24,315.12 Does not require a signature.
01.0885.0885.004066 – Employee Vision Insurance (Fully Insured Product) $318,500.00 Does not require a signature.

The department point of contact is Shelley Loughrey.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ASA Amendment

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/15/2022 09:56 AM
County Judge Exec Asst.	Becky Pruitt	12/15/2022 10:06 AM
Form Started By: Gretchen Glenn		Started On: 12/07/2022 10:59 AM
Final Approval Date: 12/15/2022		

FINANCIAL RENEWAL AND TERMS AMENDMENT NO. 6

This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. ("United") and Williamson County ("Customer"), Contract No. 911463, and is effective on January 1, 2023 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

Williamson County	United HealthCare Services, Inc.
By _____ Authorized Signature	By _____ Authorized Signature
Print Name _____	Print Name Sara Minnis
Print Title _____	Print Title Assoc. Contract Manager
Date _____	Date November 30, 2022

Renewal 4Q 2021v3

The Administrative Services Agreement is amended as noted below.

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein. Following the Effective Date and after Customer has provided one (1) months' worth of claims funding, this Amendment is deemed executed by the parties.

Effective January 1, 2018, Section 3.3 Due Dates, Payments, and Penalties is replaced in its entirety to reflect a self-billing arrangement with the following:

Section 3.3 Due Dates, Payments, and Penalties. Customer shall calculate the amount of the Standard Medical Service Fees described in Exhibit B – Fees each month based upon the number of Employees enrolled in the medical plan on the first working day of the current month and provide United with a statement of amounts due. The due date for payment is on the first day of the next full calendar month ("Due Date"). Monthly enrollment shall be measured as of the first day of the month to which the Standard Medical Service Fee applies, thereby including employees enrolled with effective dates of coverage on or before such first day of the month and excluding employees with effective dates of coverage occurring after such first day of the month. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain fees will be paid through a withdrawal from the Bank Account.

Effective January 1, 2023, all references to out of network programs in the Agreement, each as applicable, are replaced in their entirety. As such, Section A1 Network in Exhibit A is amended to include the following sub-section:

Out of Network Programs. United offers out of network programs that strive to increase savings to Customer by accessing discounts or negotiating reductions on out of network claims. United offers a mix of out of network programs that offer varying degrees of discounts, consumer advocacy, and cost controls. Customers elected out of network programs are identified in Exhibit B – Fees. Programs are subject to change or termination at United's discretion.

Effective January 1, 2023, Section 4.5 Service Auditor Reports is replaced in its entirety with the following:

Section 4.5 Service Auditor Reports. United may make its Type II service auditor report ("Report") available to United's self-funded customers each year for Customer's review in connection with Plan administrative purposes only. The Report will be issued under the guidance of Statement on Standards for Attestation Engagements #18 (SSAE18). Should new guidelines covering service auditor reports be issued, United may make the equivalent of, or any successor to, the SSAE18 Type II Report available to United's self-funded customers. The Report is United's Confidential Information and shall not be shared with any third parties without United's prior written approval, except that Customer can share the Report with: (i) Customer's independent public accounting firm; and/or (ii) Customer's consultants, on the condition that such consultants are not in any way a competitor of United's and that Customer informs its consultants that the Report was not prepared for their use. To the extent that Customer does provide the Report to its independent public accounting firm or a consultant as permitted in this Section, Customer shall require that they retain the Report as confidential and that they not disclose such Report to any other persons or entities.

EXHIBIT B – FEES

The Medical Fees ("Fees") are as stated below. Customer acknowledges that Fees paid for administrative services are reasonable. If authorized by Customer pursuant to this Agreement or by subsequent authorization, certain Fees will be paid through a withdrawal from the Bank Account. These Fees do not include state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or United, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan.

Medical Fees

The following financial terms are effective for the period January 1, 2023 through December 31, 2025, unless otherwise specified.

The Medical Fees ("Fees") described below, excluding optional and non-standard fees, are adjusted as set forth in the applicable performance standard(s).

The Fees listed below are based upon an estimated minimum of 1,545 enrolled Employees in year 2023.

$51.79 per Employee per month covered under the Choice Plus and Choice HSA portion of the Plans.

$54.57 per Employee per month covered under the Navigate portion of the Plan.

Average Contract Size: 2.14 in year 2023

Dental Fees

The following financial terms are effective for the period January 1, 2023 through December 31, 2025.

The Fees listed below are based upon an estimated minimum of 1,460 enrolled Employees.

$3.12 per Employee per month.

Average Contract Size: 2.18

FSA Fees

The following financial terms are effective for the period January 1, 2023 through December 31, 2025.

FSA Administration: $3.00 per Enrollee Per Month (PEPM)

External Rollover – Set up charge per customer per vendor: $1,765

Eligibility feeds – Per file in excess of 52 per year: $235

Nondiscrimination testing: $500 per test

Proprietary Information of UnitedHealth Group

COBRA Fees

The following financial terms are effective for the period January 1, 2023 through December 31, 2025.

Fee Schedule	1/1/23-12/31/25
One year PEPM ✔ Two year PEPM ☐ Three year PEPM ✔	$0.55
Group Setup Fee (one time fee at implementation)	Included
COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)	Included
On-going Maintenance Fee	N/A
Ongoing COBRA Continuant Per Month Charge	Included
COBRA Services	
Qualifying Event Notification (QEN) includes distribution of QENs and election forms via proof of mail with instructions, and processing of enrollme returned (per notice)	Included
COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification	Included
State Continuation Notification (per notice)	Included
Outside carrier eligibility feeds and premium remittance (per carrier per month)	Included
Open Enrollment Services	
Open Enrollment Service (per person): Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client.	$8.00 Plus Postage *There is a $100 minimimum for Open Enrollment Services
Optional Services	
Medicare-D Notifications	$0.95/Notification
Retro/HIPAA Initial Rights Notice (Per Notice)	$3.00/Notification
Customized Services (Letters, Correspondence)	Varies, plus postage
Direct Bill/Retiree Services - Per continuant, per month	$4.50
COBRA Administration Fee	
Where applicable, UnitedHealthcare will return to the client the 2% COBRA administration fee that is routinely charged to the COBRA participants.	Included

Payment Integrity Services

Service Description	Fee
Advanced Analytics and Recovery • United's large-scale analytics to identify additional recovery opportunities. • Claims re-examined every month for up to 12 months. • Post-adjudicated claims.	24% of the gross recovery amount

Credit Balance Recovery • Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology. • On-site at hospitals and facilities. • Post-adjudicated claims.	10% of the gross recovery amount.
Focused Claim Review • Review of claims for inappropriate billing of services not documented in clinical notes. • Board certified, same-specialty medical directors. Pre-adjudicated claims or post-adjudicated claims.	22% of the gross recovery amount.
Fraud, Waste, and Abuse Management • Detection and recovery of wasteful, abusive, and/or fraudulent claims. • Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review. • Pre-adjudicated claims or post-adjudicated claims.	22% of the gross recovery or prevented amount
Hospital Bill and Premium Audit Services • In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy. • Post-adjudicated claims.	22% of the gross recovery amount
Litigation and Arbitration Fees for Recoveries • Litigation, arbitration, or other judicial process to recover any Overpayments and other Plan recovery opportunities. • Outside attorneys' fees and costs or administrative process fees directly incurred with litigation, arbitration, or other judicial process. • Pre-adjudicated claims or post-adjudication claims.	Outside attorneys' fees and costs or administrative process fees will be deducted from the gross recovery prior to the assessment of any applicable United fees (as indicated in this Exhibit).
Third Party Liability - Subrogation and Injury Coverage Coordination • Services to prevent the payment of Plan benefits, or recover Plan benefits, which should be paid by a third party. • Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments. • Pre-adjudicated claims or post-adjudicated. claims. • Customer will not engage any entity except United to provide such services without prior United approval.	33.33% of the applicable savings amount.

Other Fees

Service Description	Fee
Consolidated Appropriations Act, 2021 ("CAA") Support Services. United will support Customer's compliance with the requirements of the CAA, including the No Surprises Act ("NSA"), by the respective enforcement date as follows: • NSA medical billing and the independent dispute resolution ("IDR"): o United will determine if a claim is subject to the NSA billing protections. o If United and a provider are unable to come to an agreement within the prescribed negotiation period for a claim subject to the NSA billing protections,	For the 2023 plan year, United will not charge separate services fees outside of base rates for the CAA Support Services. United shall notify Customer of United's intent to apply a charge for any support services or information provided if additional regulatory guidance changes the final compliance requirements. Customer remains responsible for the $50 government agency administration assessment and fees charged by the IDR arbitrator. Fees for CAA Support Services for plan years after 2023 will be provided at a future date once regulatory guidance

United will manage, direct, and make decisions and submissions to support the IDR for Customer. o All qualifying payment amounts under the NSA will be calculated based on an insurance market across all self-insured group health plans administered by United. o United will not be using third party provider networks for services covered by the NSA. o The fees for programs in which the parties share in the savings achieved off a provider's billed charge will continue to apply to all services covered under the NSA. o Customer shall fund all settlement amounts and payments required as a result of any IDR process decision through the Bank Account. o Customer shall fund the $50 IDR administration fee and all IDR arbitrator fees through the Bank Account. • Revised medical Plan ID cards (if United provides Plan Participants with ID cards currently). • Provider directory enhancements. • Continuity of care and external appeals support for surprise medical bills. • Support related to Mental Health Parity Non-Quantified Treatment Limitations audits initiated by the U.S. Department of Labor, U.S. Department of Health and Human Services or the U.S. Department of Treasury. • Provide language to support Customer's anti-gag clause attestation requirement. • Prepare and file pharmacy benefits and drug cost reports. • Prepare and file air ambulance claims reports. • Provide and maintain price comparison information to Participants by telephone and online.	is received and final compliance requirements are determined.
Health Plan Transparency in Coverage Rule ("TiC") Support Services. United will support Customer's compliance with the requirements of the TiC by the respective enforcement date as follows: • Machine-readable files accessible via a publicly available website, which Customer will be able to access and link to Customer's own website. • A cost estimator tool available online for Plan Participants for the items and services as required each year.	For the 2023 plan year, United will not charge separate services fees outside of base rates for the TiC Support Services.
Naviguard Program • Offers reimbursement methodologies for emergent and non-emergent out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service. • Includes an advocacy component where Participants can access resources, and on-line tools and materials to help Participants stay in network and where assistance is provided in explaining reimbursement methodologies. • For claims above a threshold established by United, the advocacy component includes United negotiating with a provider on behalf of a Participant with respect to Participant's balance billed amount (e.g., non-emergent, choice claim). • If the provider objects to what it was paid from the application of the allowed amount, or member contacts United for support with resolving a balance bill, United will increase compensation for a particular claim if: (a)	$2.50 per Employee per month

United reasonably concludes that the particular facts and circumstances related to a claim provide justification for reimbursement greater than that which would result from the application of the allowed amount, and (b) United believes that it would serve the best interests of the Plan and its Participants (including interests in avoiding costs and expenses of disputes over payment of claims).	
External Reviews	If and when applicable, for each subsequent external review beyond the limited number of free reviews based upon Customer's total enrollment, a fee of $500 will apply per review.
Clinical Support	Customer will pay a fee for United's services, equal to 2.5% of chiropractic allowed expenses, whether in or out of network.
Interest Rate on Fees and Underfunding Bank Account	Prime + 4%
Run-out Claims Administration Six (6) months of runout	No Charge after the Initial Term.
Pharmacy Benefit Rebates - Termination	Pursuant to the termination section of this Agreement, if Customer terminates the Pharmacy Benefit Services portion of this Agreement only during the Term of the Agreement and termination is for any reason other than for cause, United may retain all Rebates that have not been remitted to Customer as of the effective date of such termination.
Variable Copay Program	$0.96 per Participant per month
MSK Bundle	• KAIA $200 per active user for 1-3 months; $20 per user ongoing • Orthopedic Health Support + COEs $15,000 per enrolled member • 2nd Opinion – see below
Second Opinion Services. Participants will have access to personalized consultations by video or phone from medical experts. A designated care team coordinator guides Participants through the entire process, including follow up. The information provided through this service does not constitute medical advice and does not diagnose, treat, or prescribe treatment of medical conditions.	$2,136 per consultation

Disclosure: A United affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount) by a United affiliate. This has no impact on the Fees paid by Customer under this Agreement.

Credits

Administration Renewal Credit Terms

UnitedHealthcare will provide a One month Administration Renewal Credit to help Williamson County mitigate costs associated with an administrative service provider change.
The Administration Renewal Credit will be paid via a credit to Williamson County medical administration fees after (a) the Agreement is executed and (b) the first month's fees have been received by United. This is a one-time per year credit.
To qualify for this waiver, Williamson County's enrollment must exceed 1391 employees. If Williamson County terminates Agreement prior to December 31, 2025 Williamson County will pay UnitedHealthcare a prorated portion of this renewal credit as follows:

Administration Renewal Credit $56.42 PEPM

Early Termination Penalty:

Termination prior to December 31,2023: 100% of the Renewal Credit

Termination prior to December 31,2024: 75% of the Renewal Credit

Termination prior to December 31,2025: 50% of the Renewal Credit

Caveat:

The Administration Renewal Credit does not replace the binder check requirement at point of sale.
Credits and or budgets are contingent upon having medical and pharmacy coverage over the three year contract period.
If the 1st year enrollment with United falls below the enrollment threshold, UnitedHealthcare will adjust the budget/credit and amount proportional to the enrollment reduction based on the amount of the credit/budget.
Commissions are excluded from Administration Renewal Credit.

Wellness Allowance
United will provide a wellness allowance so Customer may enhance Customer medical benefits during the term of the Agreement. The wellness allowance may be used at Customer's discretion as Customer utilizes wellness programming and services from United. If Customer terminates the Agreement prior to December 31, 2025, Customer will pay United a prorated portion of this credit.

$100,000 Wellness Allowance per year

EXHIBIT C – PERFORMANCE GUARANTEES FOR HEALTH BENEFITS

The Fees at risk do not include Customer-elected optional and non-standard programs Fees, all credits, Payment Integrity Programs Fees, Out-of-Network Programs Fees, Commission Funds, Consultant Funds, and ancillary product Fees.

The Fees payable by Customer under this Agreement will be adjusted through a credit to its fees in accordance with the performance guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees apply to medical benefits and are effective for the period beginning January 1, 2023 through December 31, 2023 ("Guarantee Period"). With respect to the aspects of United's performance addressed in this exhibit, these fee adjustments are Customer's exclusive financial remedies.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United's failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new performance guarantees for the subsequent Guarantee Period. If United specifies new performance guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the UNET claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the performance measurements. Also, services provided under capitated arrangements are not processed as a typical claim, therefore capitated payments are not included in the performance measurements.

Effective January 1, 2023 through December 31, 2023 ("Guarantee Period"):

Claim Operations			
Time to Process in 10 Days			
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.		
Measurement	Percentage of claims processed		94%
	Time to process, in business days or less after receipt of claim	business days	10
Criteria	Standard claim operations reports		
Level	Site Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more		
Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		

Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00%		
Dollar Accuracy (DAR)			
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.		
Measurement	Percentage of claims dollars processed accurately		99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00 Below 97.00%		
Member Phone Service			
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.			
Average Speed of Answer			
Definition	Calls will sequence through United's phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
	Time answered in seconds, on average	seconds	30
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds		
Abandonment Rate			
Definition	The average call abandonment rate will be no greater than the percentage set forth		
Measurement	Percentage of total incoming calls to customer service abandoned, on average		2%
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	2.01% - 2.50% 2.51% - 3.00% 3.01% - 3.50%		

	3.51% - 4.00% Greater than 4.00%		
Call Quality Score			
Definition	Maintain a call quality score of not less than the percent set forth		
Measurement	Call quality score to meet or exceed		93%
Criteria	Random sampling of calls is each assigned a customer service quality score, using United's standard internal call quality assurance program.		
Level	Office that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%		
Satisfaction			
Employee (Member) Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"		
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher		80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.		
Level	Office that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$11,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Customer Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"		
Measurement	Minimum score on a 10-point scale	score	5
Criteria	Standard Customer Scorecard Survey		
Level	Customer specific		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$11,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		

Effective January 1, 2023 through December 31, 2025 (each twelve-month period is a "Guarantee Period"):

Pharmacy Financials				
Definition	Contracted pharmacy rates that will be delivered to You.			
Measurement and Criteria		**01/01/2023**	**01/01/2024**	**01/01/2025**
	Component Discount Guarantee - Broad Network			
	Retail Brand, Average Wholesale Price (AWP) less	21.9%	21.9%	21.9%
	Retail Brand -- 90 Day Supply, AWP less	24.9%	24.9%	24.9%
	Retail Generic - 30 and 90 Day Supply, AWP less	84.0%	84.0%	84.0%
	Mail Order Brand, AWP less	25.5%	25.5%	25.5%
	Mail Order Generic, AWP less	87.0%	87.0%	87.0%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component.			
	Dispensing Fees - Broad Network			
	Retail Brand - 30 Day	$0.50	$0.50	$0.50
	Retail Brand -- 90 Day Supply	$0.10	$0.10	$0.10
	Retail Generic - 30 Day	$0.50	$0.50	$0.50
	Retail Generic -- 90 Day Supply	$0.10	$0.10	$0.10
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
	Minimum Rebate Guarantee (Advantage PDL)			
	Rebate Sharing Percentage	100.0%	100.0%	100.0%
	Basis, per script	Brand	Brand	Brand
	Retail - 30 and 90 Day	$365.47	$411.52	$463.16
	Mail Order	$590.39	$665.06	$701.55
	Specialty	Included In Retail	Included In Retail	Included In Retail
	Fees			
	Variable Copay program (monthly, per eligible subscribers)	$0.96	$0.96	$0.96
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount -- Discounts	The amount the actual discounts are less than the guaranteed discount amount for each individual component.			
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.			
Payment Amount -- Rebates	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.			
Conditions	**Discount & Dispense Fee Specific Conditions** • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP.			

• The arrangement excludes generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and Indian Health Service Claims.

• The Arrangement excludes usual & customary claims, vaccines, long term care facility claims, over-the-counter claims.

• The Arrangement includes veterans' affairs facility claims.

• The retail and mail order generic discounts exclude any generic drug that has two or fewer generic manufacturers; the retail and mail order brand discounts include any generic drug that has two or fewer generic manufacturers.

• The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater.

• The Mail Order guarantee includes drugs dispensed for 46 days or greater.

• Specialty drugs dispensed outside United's specialty Pharmacy Network are included in the retail guarantees. Specialty drugs dispensed through United's specialty Pharmacy Network are excluded from the Retail and Mail guarantees.

• Drugs in the following Specialty therapeutic categories are included in the retail guarantees: None.

Rebate Specific Conditions

• Assumes implementation of United's Advantage PDL

• Client directed deviations from the PDL and PDL exclusions or uptiers, or clinical programs may result in changes to pricing and guarantees, which will be factored in at the time of rebate payment and/or reconciliation.

• Calculation of the guaranteed rebate amount will exclude ineligible claims including claims where the plan is not the primary payer (e.g., coordination of benefits and subrogation claims), claims approved by formulary exception, claims not covered by Customer's benefit design or PDL, claims from 340B, long term care or federal government pharmacies, claims for non-FDA approved products, compound drugs, consumer card or discount card program claims and direct member reimbursement claims.

• Rebate guarantee payments or reconciliations may be adjusted in the event of a change impacting the level of rebates available due to the introduction of any new product (e.g. biosimilar, authorized brand alternative, lower cost non-Generic Drug alternative) or the reduction of WAC on a Brand Drug subject to Rebates.

United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:

• if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level

• in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates

• if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates

• if Customer changes or does not elect an incented plan design

• United will pay Rebates consistent with the Agreement. A reconciliation of the Rebate amounts will occur after the end of each annual contract period and when Rebate payments are substantially complete. The reconciliation calculates the minimum rebate amount by multiplying the actual number of scripts filled by the applicable rebate amount for that script type.

• Specialty rebates are included in the guaranteed retail per-script rebates above.

• Rebate Administrative Fee: United maintains systems and processes necessary for managing and administering Rebate programs. As consideration for these efforts, pharmaceutical manufacturers pay United administrative fees in addition to Rebates. Rebate Administration fees are included in the guaranteed rebate arrangement.

• If Customer terminates pharmacy benefit services with United prior to the end of the Pharmacy Pricing Term, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services.

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	The overall discount target dollars may be adjusted based on utilization of unlisted drugs to which the separate 14.0% discount applies. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.
Level	Customer Specific
Period	Annual
Payment Period	Annual
Payment Amount	The amount the combined actual specialty drug discounts are less than the sum of the individual specialty drug discount targets as computed above.
Conditions	• Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • Specialty drugs dispensed outside United's specialty Pharmacy Network, drugs for which no AWP measure exists and non-drug items are excluded. • Listed drugs which cease to be defined as specialty drugs during the Guarantee Period will be reconciled outside of the Specialty Pharmacy guarantee in the channel in which they are dispensed (retail or mail order). • Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees. • United reserves the right to revise or revoke this guarantee if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark • On specialty drugs, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	15.3%	INFLAMMATORY CONDITIONS	ILUMYA	14.9%
ANEMIA	EPOGEN	14.1%	INFLAMMATORY CONDITIONS	KEVZARA	10.8%
ANEMIA	PROCRIT	14.4%	INFLAMMATORY CONDITIONS	KINERET	14.3%
ANEMIA	RETACRIT	14.9%	INFLAMMATORY CONDITIONS	OLUMIANT	13.3%
ANTICONVULSANT	DIACOMIT	13.3%	INFLAMMATORY CONDITIONS	ORENCIA	15.0%
ANTICONVULSANT	EPIDIOLEX	13.3%	INFLAMMATORY CONDITIONS	OTEZLA	14.8%
ANTICONVULSANT	FINTEPLA	11.3%	INFLAMMATORY CONDITIONS	RIDAURA	14.9%
ANTIHYPERLIPIDEMIC	JUXTAPID	14.1%	INFLAMMATORY CONDITIONS	RINVOQ	14.9%
ANTI-INFECTIVE	ARIKAYCE	13.8%	INFLAMMATORY CONDITIONS	SILIQ	12.3%
ANTI-INFECTIVE	DARAPRIM	13.3%	INFLAMMATORY CONDITIONS	SIMPONI	14.9%
ANTI-INFECTIVE	PYRIMETHAMINE	13.3%	INFLAMMATORY CONDITIONS	SKYRIZI	18.9%

ASTHMA	FASENRA	13.3%	INFLAMMATORY CONDITIONS	STELARA	16.9%
ASTHMA	NUCALA	13.3%	INFLAMMATORY CONDITIONS	TALTZ	12.3%
ASTHMA	XOLAIR	13.3%	INFLAMMATORY CONDITIONS	TREMFYA	14.9%
CARDIOVASCULAR	DROXIDOPA	33.7%	INFLAMMATORY CONDITIONS	XELJANZ	14.9%
CARDIOVASCULAR	NORTHERA	14.8%	INFLAMMATORY CONDITIONS	XELJANZ XR	14.9%
CARDIOVASCULAR	VYNDAMAX	16.1%	IRON OVERLOAD	DEFERASIROX	66.7%
CARDIOVASCULAR	VYNDAQEL	13.3%	IRON OVERLOAD	EXJADE	13.0%
CNS AGENTS	AUSTEDO	14.3%	IRON OVERLOAD	FERRIPROX	13.3%
CNS AGENTS	ENSPRYNG	12.8%	IRON OVERLOAD	JADENU	14.3%
CNS AGENTS	FIRDAPSE	11.3%	LIVER DISEASE	OCALIVA	15.9%
CNS AGENTS	HETLIOZ	14.8%	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	14.3%
CNS AGENTS	INGREZZA	13.8%	MOOD DISORDER DRUGS	SPRAVATO	14.3%
CNS AGENTS	RILUTEK	14.3%	MULTIPLE SCLEROSIS	AMPYRA	12.6%
CNS AGENTS	RILUZOLE	92.7%	MULTIPLE SCLEROSIS	AUBAGIO	13.3%
CNS AGENTS	RUZURGI	12.3%	MULTIPLE SCLEROSIS	AVONEX	14.8%
CNS AGENTS	SABRIL	16.9%	MULTIPLE SCLEROSIS	BAFIERTAM	14.8%
CNS AGENTS	TETRABENAZINE	49.0%	MULTIPLE SCLEROSIS	BETASERON	14.9%
CNS AGENTS	TIGLUTIK	11.3%	MULTIPLE SCLEROSIS	COPAXONE	15.5%
CNS AGENTS	VIGABATRIN	18.4%	MULTIPLE SCLEROSIS	DALFAMPRIDIN	92.9%
CNS AGENTS	VIGADRONE	17.4%	MULTIPLE SCLEROSIS	DIMETHYL FUMARATE	79.6%
CNS AGENTS	XENAZINE	16.4%	MULTIPLE SCLEROSIS	EXTAVIA	14.9%
CNS AGENTS	XYREM	7.2%	MULTIPLE SCLEROSIS	GILENYA	14.8%
CNS AGENTS	XYWAV	8.2%	MULTIPLE SCLEROSIS	GLATIRAMER	79.6%
CYSTIC FIBROSIS	BETHKIS	12.3%	MULTIPLE SCLEROSIS	GLATOPA	79.6%
CYSTIC FIBROSIS	CAYSTON	15.3%	MULTIPLE SCLEROSIS	KESIMPTA	14.8%
CYSTIC FIBROSIS	KALYDECO	14.3%	MULTIPLE SCLEROSIS	MAVENCLAD	14.8%
CYSTIC FIBROSIS	KITABIS PAK	13.3%	MULTIPLE SCLEROSIS	MAYZENT	14.8%
CYSTIC FIBROSIS	ORKAMBI	14.3%	MULTIPLE SCLEROSIS	PLEGRIDY	14.3%
CYSTIC FIBROSIS	PULMOZYME	15.9%	MULTIPLE SCLEROSIS	PONVORY	11.8%

CYSTIC FIBROSIS	SYMDEKO	14.3%	MULTIPLE SCLEROSIS	REBIF	14.8%
CYSTIC FIBROSIS	TOBI	14.6%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	14.8%
CYSTIC FIBROSIS	TOBI PODHALER	14.6%	MULTIPLE SCLEROSIS	TECFIDERA	14.8%
CYSTIC FIBROSIS	TOBRAMYCIN	69.4%	MULTIPLE SCLEROSIS	VUMERITY	13.3%
CYSTIC FIBROSIS	TRIKAFTA	14.3%	MULTIPLE SCLEROSIS	ZEPOSIA	13.3%
ENDOCRINE	BUPHENYL	15.6%	MUSCULOSKELETAL AGENTS	EVRYSDI	8.2%
ENDOCRINE	BYNFEZIA	9.2%	NARCOLEPSY	WAKIX	14.3%
ENDOCRINE	CARBAGLU	8.2%	NEUTROPENIA	FULPHILA	14.6%
ENDOCRINE	CHENODAL	10.2%	NEUTROPENIA	GRANIX	14.6%
ENDOCRINE	CLOVIQUE	33.7%	NEUTROPENIA	LEUKINE	14.6%
ENDOCRINE	CUPRIMINE	14.9%	NEUTROPENIA	NEULASTA	14.6%
ENDOCRINE	CYSTADANE	11.3%	NEUTROPENIA	NEUPOGEN	14.6%
ENDOCRINE	CYSTADROPS	11.3%	NEUTROPENIA	NIVESTYM	14.6%
ENDOCRINE	CYSTARAN	13.8%	NEUTROPENIA	NYVEPRIA	12.3%
ENDOCRINE	DEPEN TITRATABS	14.8%	NEUTROPENIA	UDENYCA	14.6%
ENDOCRINE	D-PENAMINE	13.8%	NEUTROPENIA	ZARXIO	14.6%
ENDOCRINE	EGRIFTA	14.3%	NEUTROPENIA	ZIEXTENZO	14.3%
ENDOCRINE	FIRMAGON	14.3%	ONCOLOGY - INJECTABLE	ELIGARD	13.4%
ENDOCRINE	GATTEX	15.6%	ONCOLOGY - INJECTABLE	INTRON A	14.3%
ENDOCRINE	H.P. ACTHAR	14.3%	ONCOLOGY - INJECTABLE	LEUPROLIDE	63.3%
ENDOCRINE	IMCIVREE	14.3%	ONCOLOGY - INJECTABLE	SYNRIBO	14.6%
ENDOCRINE	ISTURISA	11.3%	ONCOLOGY - ORAL	ABIRATERONE	82.7%
ENDOCRINE	JYNARQUE	13.3%	ONCOLOGY - ORAL	AFINITOR	14.9%
ENDOCRINE	KEVEYIS	13.8%	ONCOLOGY - ORAL	AFINITOR DISPERZ	14.9%
ENDOCRINE	KORLYM	12.3%	ONCOLOGY - ORAL	ALECENSA	14.9%
ENDOCRINE	KUVAN	13.5%	ONCOLOGY - ORAL	ALKERAN	16.3%
ENDOCRINE	MYALEPT	8.2%	ONCOLOGY - ORAL	ALUNBRIG	12.8%
ENDOCRINE	NATPARA	14.1%	ONCOLOGY - ORAL	AYVAKIT	15.3%
ENDOCRINE	NITYR	13.8%	ONCOLOGY - ORAL	BALVERSA	14.3%
ENDOCRINE	OCTREOTIDE ACETATE	57.3%	ONCOLOGY - ORAL	BEXAROTENE	34.1%
ENDOCRINE	PENICILLAMINE	33.7%	ONCOLOGY - ORAL	BOSULIF	14.3%
ENDOCRINE	PROCYSBI	8.2%	ONCOLOGY - ORAL	BRAFTOVI	14.8%
ENDOCRINE	RAVICTI	15.9%	ONCOLOGY - ORAL	BRUKINSA	13.8%
ENDOCRINE	SAMSCA	14.3%	ONCOLOGY - ORAL	CABOMETYX	13.3%

ENDOCRINE	SANDOSTATIN	14.6%	ONCOLOGY - ORAL	CALQUENCE	14.3%
ENDOCRINE	SAPROPTERIN	41.9%	ONCOLOGY - ORAL	CAPECITABINE	82.7%
ENDOCRINE	SIGNIFOR	8.2%	ONCOLOGY - ORAL	CAPRELSA	10.2%
ENDOCRINE	SODIUM PHENYLBUTYRATE	33.7%	ONCOLOGY - ORAL	COMETRIQ	13.8%
ENDOCRINE	SOMATULINE DEPOT	14.3%	ONCOLOGY - ORAL	COPIKTRA	15.3%
ENDOCRINE	SOMAVERT	11.5%	ONCOLOGY - ORAL	COTELLIC	13.3%
ENDOCRINE	SYPRINE	14.3%	ONCOLOGY - ORAL	DAURISMO	13.3%
ENDOCRINE	THIOLA	12.3%	ONCOLOGY - ORAL	ERIVEDGE	13.3%
ENDOCRINE	TOLVAPTAN	33.7%	ONCOLOGY - ORAL	ERLEADA	14.3%
ENDOCRINE	TRIENTINE	84.7%	ONCOLOGY - ORAL	ERLOTINIB	33.7%
ENDOCRINE	XERMELO	13.8%	ONCOLOGY - ORAL	ETOPOSIDE	33.7%
ENDOCRINE	XURIDEN	13.3%	ONCOLOGY - ORAL	EVEROLIMUS	45.9%
ENZYME DEFICIENCY	CHOLBAM	5.1%	ONCOLOGY - ORAL	FARYDAK	12.3%
ENZYME DEFICIENCY	CYSTAGON	11.8%	ONCOLOGY - ORAL	FOTIVDA	14.1%
ENZYME DEFICIENCY	GALAFOLD	14.8%	ONCOLOGY - ORAL	GILOTRIF	8.2%
ENZYME DEFICIENCY	MIGLUSTAT	33.7%	ONCOLOGY - ORAL	GLEEVEC	16.3%
ENZYME DEFICIENCY	NITISINONE	33.7%	ONCOLOGY - ORAL	GLEOSTINE	16.3%
ENZYME DEFICIENCY	ORFADIN	3.1%	ONCOLOGY - ORAL	HYCAMTIN	15.6%
ENZYME DEFICIENCY	PALYNZIQ	12.3%	ONCOLOGY - ORAL	IBRANCE	14.8%
ENZYME DEFICIENCY	STRENSIQ	12.1%	ONCOLOGY - ORAL	ICLUSIG	13.6%
ENZYME DEFICIENCY	SUCRAID	13.0%	ONCOLOGY - ORAL	IDHIFA	15.3%
ENZYME DEFICIENCY	TEGSEDI	8.2%	ONCOLOGY - ORAL	IMATINIB MESYLATE	92.4%
ENZYME DEFICIENCY	ZAVESCA	8.2%	ONCOLOGY - ORAL	IMBRUVICA	14.8%
GAUCHERS DISEASE	CERDELGA	14.3%	ONCOLOGY - ORAL	INLYTA	14.4%
GENETIC DISORDER	DOJOLVI	15.9%	ONCOLOGY - ORAL	INQOVI	11.3%
GENETIC DISORDER	ZOKINVY	14.3%	ONCOLOGY - ORAL	INREBIC	13.3%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	14.9%	ONCOLOGY - ORAL	IRESSA	15.3%
GROWTH HORMONE DEFICIENCY	HUMATROPE	15.5%	ONCOLOGY - ORAL	JAKAFI	13.3%

GROWTH HORMONE DEFICIENCY	INCRELEX	14.3%	ONCOLOGY - ORAL	KISQALI	15.3%
GROWTH HORMONE DEFICIENCY	NORDITROPIN	16.8%	ONCOLOGY - ORAL	KISQALI FEMARA	15.9%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	15.0%	ONCOLOGY - ORAL	KOSELUGO	14.6%
GROWTH HORMONE DEFICIENCY	OMNITROPE	15.3%	ONCOLOGY - ORAL	LAPATINIB	33.7%
GROWTH HORMONE DEFICIENCY	SAIZEN	18.3%	ONCOLOGY - ORAL	LENVIMA	15.3%
GROWTH HORMONE DEFICIENCY	SEROSTIM	14.3%	ONCOLOGY - ORAL	LONSURF	13.3%
GROWTH HORMONE DEFICIENCY	ZOMACTON	15.5%	ONCOLOGY - ORAL	LORBRENA	12.3%
GROWTH HORMONE DEFICIENCY	ZORBTIVE	13.8%	ONCOLOGY - ORAL	LUMAKRAS	13.3%
HEMATOLOGIC	BERINERT	13.3%	ONCOLOGY - ORAL	LYNPARZA	13.0%
HEMATOLOGIC	CABLIVI	14.3%	ONCOLOGY - ORAL	MATULANE	13.8%
HEMATOLOGIC	CINRYZE	15.3%	ONCOLOGY - ORAL	MEKINIST	12.3%
HEMATOLOGIC	DOPTELET	14.3%	ONCOLOGY - ORAL	MEKTOVI	14.8%
HEMATOLOGIC	FIRAZYR	15.1%	ONCOLOGY - ORAL	MELPHALAN	33.7%
HEMATOLOGIC	HAEGARDA	13.3%	ONCOLOGY - ORAL	MESNEX	14.8%
HEMATOLOGIC	ICATIBANT	33.7%	ONCOLOGY - ORAL	NERLYNX	15.1%
HEMATOLOGIC	MOZOBIL	14.3%	ONCOLOGY - ORAL	NEXAVAR	13.3%
HEMATOLOGIC	MULPLETA	14.3%	ONCOLOGY - ORAL	NILANDRON	15.9%
HEMATOLOGIC	OXBRYTA	12.8%	ONCOLOGY - ORAL	NILUTAMIDE	40.9%
HEMATOLOGIC	PROMACTA	14.3%	ONCOLOGY - ORAL	NINLARO	14.3%
HEMATOLOGIC	RUCONEST	14.1%	ONCOLOGY - ORAL	NUBEQA	14.3%
HEMATOLOGIC	SAJAZIR	23.5%	ONCOLOGY - ORAL	ODOMZO	14.6%
HEMATOLOGIC	TAKHZYRO	14.3%	ONCOLOGY - ORAL	ONUREG	12.8%
HEMATOLOGIC	TAVALISSE	14.3%	ONCOLOGY - ORAL	ORGOVYX	15.1%
HEMOPHILIA - INFUSED	ADVATE	43.8%	ONCOLOGY - ORAL	PEMAZYRE	14.8%
HEMOPHILIA - INFUSED	ADYNOVATE	34.7%	ONCOLOGY - ORAL	PIQRAY	12.8%
HEMOPHILIA - INFUSED	AFSTYLA	34.6%	ONCOLOGY - ORAL	POMALYST	13.8%

HEMOPHILIA - INFUSED	ALPHANATE/VON WILLEBRAND	42.6%	ONCOLOGY - ORAL	PURIXAN	13.3%
HEMOPHILIA - INFUSED	ALPHANINE SD	49.8%	ONCOLOGY - ORAL	QINLOCK	15.3%
HEMOPHILIA - INFUSED	ALPROLIX	14.3%	ONCOLOGY - ORAL	RETEVMO	13.3%
HEMOPHILIA - INFUSED	BENEFIX	15.3%	ONCOLOGY - ORAL	REVLIMID	15.6%
HEMOPHILIA - INFUSED	COAGADEX	30.6%	ONCOLOGY - ORAL	ROZLYTREK	16.3%
HEMOPHILIA - INFUSED	CORIFACT	28.6%	ONCOLOGY - ORAL	RUBRACA	15.3%
HEMOPHILIA - INFUSED	ELOCTATE	28.6%	ONCOLOGY - ORAL	RYDAPT	16.3%
HEMOPHILIA - INFUSED	ESPEROCT	23.5%	ONCOLOGY - ORAL	SPRYCEL	16.3%
HEMOPHILIA - INFUSED	FEIBA	40.7%	ONCOLOGY - ORAL	STIVARGA	12.8%
HEMOPHILIA - INFUSED	HEMOFIL M	44.9%	ONCOLOGY - ORAL	SUNITINIB	33.7%
HEMOPHILIA - INFUSED	HUMATE-P	37.7%	ONCOLOGY - ORAL	SUTENT	15.6%
HEMOPHILIA - INFUSED	IDELVION	14.3%	ONCOLOGY - ORAL	TABLOID	16.3%
HEMOPHILIA - INFUSED	IXINITY	14.3%	ONCOLOGY - ORAL	TABRECTA	13.3%
HEMOPHILIA - INFUSED	JIVI	23.5%	ONCOLOGY - ORAL	TAFINLAR	14.3%
HEMOPHILIA - INFUSED	KOATE	42.9%	ONCOLOGY - ORAL	TAGRISSO	14.3%
HEMOPHILIA - INFUSED	KOATE-DVI	42.9%	ONCOLOGY - ORAL	TALZENNA	14.3%
HEMOPHILIA - INFUSED	KOGENATE FS	47.8%	ONCOLOGY - ORAL	TARCEVA	16.2%
HEMOPHILIA - INFUSED	KOVALTRY	46.2%	ONCOLOGY - ORAL	TARGRETIN	14.8%
HEMOPHILIA - INFUSED	MONONINE	32.1%	ONCOLOGY - ORAL	TASIGNA	14.3%
HEMOPHILIA - INFUSED	NOVOEIGHT	44.8%	ONCOLOGY - ORAL	TAZVERIK	14.6%
HEMOPHILIA - INFUSED	NOVOSEVENRT	38.9%	ONCOLOGY - ORAL	TEMODAR	15.6%
HEMOPHILIA - INFUSED	NUWIQ	48.7%	ONCOLOGY - ORAL	TEMOZOLOMIDE	59.6%
HEMOPHILIA - INFUSED	PROFILNINE	30.7%	ONCOLOGY - ORAL	TEPMETKO	13.3%
HEMOPHILIA - INFUSED	REBINYN	18.4%	ONCOLOGY - ORAL	THALOMID	15.6%
HEMOPHILIA - INFUSED	RECOMBINATE	41.9%	ONCOLOGY - ORAL	TIBSOVO	14.3%
HEMOPHILIA - INFUSED	RIXUBIS	14.6%	ONCOLOGY - ORAL	TRETINOIN	84.7%
HEMOPHILIA - INFUSED	SEVENFACT	23.5%	ONCOLOGY - ORAL	TUKYSA	14.6%
HEMOPHILIA - INFUSED	TRETTEN	15.2%	ONCOLOGY - ORAL	TURALIO	14.8%
HEMOPHILIA - INFUSED	VONVENDI	13.3%	ONCOLOGY - ORAL	TYKERB	15.6%
HEMOPHILIA - INFUSED	WILATE	42.9%	ONCOLOGY - ORAL	UKONIQ	13.3%

HEMOPHILIA - INFUSED	XYNTHA	39.0%	ONCOLOGY - ORAL	VENCLEXTA	13.3%
HEMOPHILIA - INJECTABLE	HEMLIBRA	13.3%	ONCOLOGY - ORAL	VERZENIO	16.1%
HEPATITIS B	ADEFOVIR DIPIVOXIL	33.7%	ONCOLOGY - ORAL	VITRAKVI	15.3%
HEPATITIS B	BARACLUDE	14.6%	ONCOLOGY - ORAL	VIZIMPRO	9.2%
HEPATITIS B	EMPAVELI	14.3%	ONCOLOGY - ORAL	VOTRIENT	14.3%
HEPATITIS B	ENTECAVIR	83.7%	ONCOLOGY - ORAL	XALKORI	12.8%
HEPATITIS B	EPIVIR HBV	15.1%	ONCOLOGY - ORAL	XELODA	16.3%
HEPATITIS B	HEPSERA	14.5%	ONCOLOGY - ORAL	XOSPATA	15.3%
HEPATITIS B	LAMIVUDINE HBV	33.7%	ONCOLOGY - ORAL	XPOVIO	15.1%
HEPATITIS B	VEMLIDY	14.1%	ONCOLOGY - ORAL	XTANDI	14.3%
HEPATITIS C	EPCLUSA	14.8%	ONCOLOGY - ORAL	YONSA	16.3%
HEPATITIS C	HARVONI	15.9%	ONCOLOGY - ORAL	ZEJULA	14.6%
HEPATITIS C	LEDIPASVIR/SOFOSBUVIR	15.9%	ONCOLOGY - ORAL	ZELBORAF	13.8%
HEPATITIS C	MAVYRET	14.8%	ONCOLOGY - ORAL	ZOLINZA	15.6%
HEPATITIS C	PEGASYS	17.3%	ONCOLOGY - ORAL	ZYDELIG	15.3%
HEPATITIS C	PEGINTRON	18.3%	ONCOLOGY - ORAL	ZYKADIA	13.8%
HEPATITIS C	SOFOSBUVIR/VELPATASVIR	14.8%	ONCOLOGY - ORAL	ZYTIGA	14.3%
HEPATITIS C	SOVALDI	14.8%	ONCOLOGY - TOPICAL	TARGRETIN	14.8%
HEPATITIS C	VIEKIRA PAK	14.3%	ONCOLOGY - TOPICAL	VALCHLOR	10.8%
HEPATITIS C	VOSEVI	14.8%	OPHTHALMIC	OXERVATE	13.3%
HEPATITIS C	ZEPATIER	14.7%	OSTEOPOROSIS	FORTEO	14.7%
HEREDITARY ANGIODEMA	ORLADEYO	13.8%	OSTEOPOROSIS	TERIPARATIDE	14.3%
IMMUNE MODULATOR	ACTIMMUNE	15.1%	OSTEOPOROSIS	TYMLOS	14.1%
IMMUNE MODULATOR	ARCALYST	15.9%	PARKINSONS DISEASE	APOKYN	12.4%
IMMUNOLOGICAL AGENTS	LUPKYNIS	15.1%	PARKINSONS DISEASE	INBRIJA	13.3%
IMMUNOLOGICAL AGENTS	PALFORZIA	10.2%	PARKINSONS DISEASE	KYNMOBI	10.2%
INFERTILITY	CETROTIDE	18.0%	PULMONARY DISEASE	ESBRIET	14.3%
INFERTILITY	CHORIONIC GONADOTROPIN	69.9%	PULMONARY DISEASE	OFEV	13.3%
INFERTILITY	FOLLISTIM AQ	25.0%	PULMONARY HYPERTENSION	ADCIRCA	14.3%

INFERTILITY	GANIRELIX ACETATE	17.4%	PULMONARY HYPERTENSION	ADEMPAS	14.3%
INFERTILITY	GONAL-F	23.6%	PULMONARY HYPERTENSION	ALYQ	59.2%
INFERTILITY	GONAL-F RFF	23.6%	PULMONARY HYPERTENSION	AMBRISENTAN	59.2%
INFERTILITY	MENOPUR	17.6%	PULMONARY HYPERTENSION	BOSENTAN	33.7%
INFERTILITY	NOVAREL	33.7%	PULMONARY HYPERTENSION	LETAIRIS	13.5%
INFERTILITY	OVIDREL	18.0%	PULMONARY HYPERTENSION	OPSUMIT	14.6%
INFERTILITY	PREGNYL	33.7%	PULMONARY HYPERTENSION	ORENITRAM	14.3%
INFLAMMATORY CONDITIONS	ACTEMRA	15.0%	PULMONARY HYPERTENSION	REVATIO	14.1%
INFLAMMATORY CONDITIONS	CIMZIA	16.4%	PULMONARY HYPERTENSION	SILDENAFIL	95.7%
INFLAMMATORY CONDITIONS	COSENTYX	14.3%	PULMONARY HYPERTENSION	TADALAFIL	33.7%
INFLAMMATORY CONDITIONS	DUPIXENT	14.9%	PULMONARY HYPERTENSION	TRACLEER	14.3%
INFLAMMATORY CONDITIONS	EMFLAZA	11.8%	PULMONARY HYPERTENSION	TYVASO	13.8%
INFLAMMATORY CONDITIONS	ENBREL	15.3%	PULMONARY HYPERTENSION	UPTRAVI	15.6%
INFLAMMATORY CONDITIONS	HUMIRA	16.9%	PULMONARY HYPERTENSION	VENTAVIS*	13.8%

*Includes Nebulizer

10/2021

Proprietary Information of UnitedHealth Group

UnitedHealthcare
Net Cost Guarantee

Effective for Policy Year Beginning:	January 1, 2023		
UHC ASO Billable Admin Fee	$53.66	$995,000	Annual ASO Base Fees
Percent of Fees @ Risk	30%	$298,000	Annual Fees @ Risk
Fees @ Risk	$16.10	1,545	Number of Employees
Target Claim Factor	$1,088.17		

	Claim PEPM			Amount at Risk	
	Less than	**$934.20**		**$87,397**	
Standard	**$934.20**	up to	**$958.14**	**$71,508**	
	$958.15	up to	**$982.71**	**$55,619**	Customer Pays UHC
	$982.72	up to	**$1,007.91**	**$39,729**	
	$1,007.92	up to	**$1,033.75**	**$23,840**	
Risk Free Corridor>>	**$1,033.76**	**up to**	**$1,142.58**	**$0**	
	$1,142.59	up to	**$1,171.14**	**$59,600**	
	$1,171.15	up to	**$1,200.42**	**$99,323**	
	$1,200.43	up to	**$1,230.43**	**$139,047**	
	$1,230.44	up to	**$1,261.19**	**$178,770**	UHC pays the customer
	$1,261.20	up to	**$1,292.72**	**$218,494**	
	$1,292.73	up to	**$1,325.04**	**$258,217**	
	$1,325.05	up to	**$1,360.22**	**$298,000**	

Assumptions and Caveats:

1 Guarantee is effective for the quoted plan year only.

2 Illustration assumes the following services/programs will be included in the employee benefit plan:

3 The number of covered employees assumed in this proposal is listed below by plan offering:

Quoted Choice and Choice Plus Plans	Assumed Monthly Covered Enrollees	Claim Target Factors PSPM
All Plans	1,545	$1,088.17
COMPOSITE	**1,545**	**$1,088.17**

This guarantee only applies to employees enrolled in Choice and Choice + products.

Proprietary Information of UnitedHealth Group

4 Reconciliation will be based actual covered lives by plan during the plan year and the claim target factors by plan listed above.

5 Reconciliation will be based actual claims INCURRED from January 1, 2023 to December 31, 2023 and PAID from January 1, 2023 to March 31, 2024

6 Reconciliation will be performed within 180 days but no earlier than 120 days after the close of the plan year.

7 Actual claims include all Medical claims and Pharmacy claims if applicable, except for the following:

Benefits for services incurred prior to the effective date of the policy.

Losses in excess of $300,000 per covered individual.

Losses in excess of usual and customary for out of network claims.

Losses associated with benefits not covered by the underlying employee benefit plan, but paid by the employee benefit plan.

8 Maximum guarantee payout is $298,000.

9 Assumes UnitedHealthcare is the only carrier offered.

10 United Healthcare reserves the right to adjust the projected target claim factor or rescind this guarantee under any of the following circumstances:

Enrollment in total or by plan varies +/- 10% or more from the assumptions listed in this proposal.

An award is not made within 90 days of the issuance of this proposal.

Changes in federal, state or other applicable legislation or regulation require changes to this proposal

Changes to any of the included services/programs listed in item 2 above.

Any changes made to the plan of benefits offered covered by this guarantee.

In the event of a pandemic, UHC reserves the right to revisit or revoke this guarantee.

UHC will work with the customer to adjust for any claims utilization impact of COVID-19 in the 2020/2021 baseline period and the guarantee period. The intent is to stay true to our Net Cost Guarantee (NCG) commitment but normalize (+/-) for unforeseen impacts of the pandemic, including not just direct COVID-19-related costs but also the potential material reduction in care during the pandemic – and subsequent pent-up demand after the pandemic – for non-emergent/elective services, in an actuarial based fair manner for both parties. We will itemize and reconcile these claim costs accordingly in the Net Cost Guarantee.

11 Guarantee is provided in lieu of any Network Discount Guarantees previously quoted.

Commissioners Court - Regular Session **50.**

Meeting Date: 12/20/2022

Approval of Amendment #4 for Stop Loss Insurance with United Healthcare Insurance Company for HR/Benefits Department

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the approval of Amendment #4 for Stop Loss Insurance with the provider United Healthcare Insurance Company for the term of January 1, 2023 through December 31, 2023, which incorporates the plan changes, designs, plan rates, revenue and expenses that were approved by the Williamson County Benefits Committee and authorizing the execution of the amendment.

Background

This is Stop Loss Insurance Amendment #4 for United Healthcare Insurance Company (UHC) that supports the employee benefit funding strategy. This coverage was solicited through RFP #22RFP73 Third Party Administrator for Medical, Dental, and Vision Programs. UHC was the high scorer in that solicitation and is being recommended for award on 12/20/22. This subsequent Amendment #4 is a result of that recommendation. Budgeted amount is $1,674,115.00. Funds are budgeted in FY23 under Stop Loss Insurance, 01.0885.0885.004057. The department point of contact is Shelley Loughrey.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Stop Loss

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/15/2022 10:08 AM
County Judge Exec Asst.	Becky Pruitt	12/15/2022 10:11 AM
Purchasing (Originator)	Joy Simonton	12/15/2022 10:31 AM
Form Started By: Gretchen Glenn		Started On: 12/12/2022 08:28 AM
Final Approval Date: 12/15/2022		

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-860-702-5000

AMENDMENT NO. 4

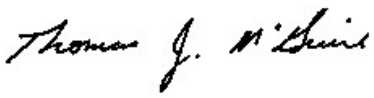
Amendment to be attached to and made a part of Group Policy No. GA-911463AL, issued by UnitedHealthcare Insurance Company (herein called "Company") to Williamson County (herein called "Policyholder").

It is agreed by and between the Company and the Policyholder that

1. The page entitled "Schedule Of Benefits" as contained in the Policy is hereby replaced with the attached page entitled "Schedule Of Benefits".
2. This Amendment will hereby be effective as of January 1, 2023.

UnitedHealthcare Insurance Company

William J Golden, President



Thomas J. McGuire, Secretary

ACCEPTED BY: _____

Title: _____

Date: _____

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-860-702-5000

SCHEDULE OF BENEFITS

This Schedule of Benefits is only applicable to Excess Loss Insurance provided by the Company during the Policy Period shown below.

Policyholder: Williamson County

Policy Number: GA-911463AL

Effective Date: January 1, 2023

Administrator: United HealthCare Services, Inc.

Coverage specified herein is applicable only during the Policy Period from January 1, 2023 through December 31, 2023, and is further subject to all terms and conditions of this Policy.

SPECIFIC EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from October 1, 2017 through December 31, 2023 and Paid from January 1, 2021 through December 31, 2023.

Specific Deductible per Covered Person: $300,000

Specific Percentage Reimbursable: 100%

Maximum Specific Benefit per Covered Person: Unlimited

Specific Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Specific Excess Loss Premium: $84.47 per subscriber per month

AGGREGATE EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from October 1, 2017 through December 31, 2023 and Paid from January 1, 2021 through December 31, 2023.

Aggregate Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Aggregate Percentage Reimbursable: 100%

Maximum Aggregate Benefit: $2,000,000 per Policy Year

Minimum Annual Aggregate Deductible: $23,291,117 or 95% of the first Monthly Aggregate Deductible amount times 12, whichever is greater

Maximum Covered Expenses per Covered Person accumulating toward the Maximum Aggregate Benefit: $300,000

Monthly Aggregate Factors: $1,305.80 per subscriber

Aggregate Excess Loss Premium: $4.29 per subscriber per month

Commissioners Court - Regular Session **51.**

Meeting Date: 12/20/2022

FY2024 Selective Traffic Enforcement Program (STEP) for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to apply for the Texas Department of Transportation (TXDOT) FY2024 Selective Traffic Enforcement Program (STEP) Comprehensive Grant.

Background

Texas Department of Transportation (TXDOT) annually offers the Selective Traffic Enforcement Program (STEP) Comprehensive Grant that provides funding to law enforcement agencies for overtime enforcement activities within high-crash areas. There is a special focus and media opportunities during five holiday periods: Christmas/New Year's, Spring Break, Memorial Day, Independence Day and Labor Day. The enforcement focuses on Driving While Intoxicated/Driving Under the Influence, Failure to Use Occupant Restraint (including child-passenger safety seats), Intersection Traffic Control, Speed Enforcement/Control and Distracted Driving.

In FY2024, Williamson County is eligible to be reimbursed up to $55,000.00 for overtime costs associated with these enforcement activities, providing approximately 890 enforcement hours. A twenty percent (20%) match of approximately $13,750.00 is required and will be met through administrative costs related to the implementation of the grant and fringe benefits on overtime. The total grant will be approximately $68,750.00.

Staff recommends the following action: Give approval to apply for the TXDOT FY2024 STEP Comprehensive Grant and authorize appropriate County department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TXDOT FY2024 STEP

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2022 08:49 AM
Form Started By: Starla Hall		Started On: 12/09/2022 09:15 AM
Final Approval Date: 12/14/2022		

Grant Title/Project Name:	TxDOT FY2024 Selective Traffic Enforcement Program (STEP)
Department:	Sheriff's Office
Requestor:	Dana Foster
Contact Email:	dfoster@wilco.org
Contact Phone Number:	dfoster@wilco.org
Start Date:	10/1/2023
End Date:	9/1/2024
Please select request category:	Funding for overtime salaries
Describe the purpose of the grant in detail to include all requirements.	The TxDOT STEP grant provides funding for overtme costs associated with additional traffic enforcement activities within high-crash areas. For FY2024, we are eligible for up to $55,000.00. A required 20% match of approximately $13,750.00 wil be met through the administrative time to implement the grant.
Select the type of grant your department is applying for:	Federal Pass-thru
What is the amount of the grant?	$68,750.00
Please provide a breakdown of the total cost above.	The grant total is approximately $68,750.00. $55,000.00 is provided by TxDOT for overtime salary and fringe costs for traffic enforcement. $13,750.00 is the required 20% match and will be met through administrative time to implement the grant and includes hourly salary and fringe.
Is there a match requirement?	Yes
What is the source of the match?	Administrative time to implement the grant, including hourly salary and fringe.
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	

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

Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	NA
How will this item be funded when the grant ends?	NA
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	NA
What is the cost and frequency to maintain/update the additional equipment?	NA
What is the impact of this grant application on other internal/county departments?	Required reporting and tracking of finances traditionally required for grants.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	$13.750.00
ID	99
Version	2.0
Attachments	False
Created	12/6/2022 10:31 AM
Created By	Dana Foster
Modified	12/6/2022 10:45 AM
Modified By	Dana Foster

Commissioners Court - Regular Session **52.**

Meeting Date: 12/20/2022

Approval of Purchase for Emergency Communications Console Modernization with Russ Bassett Corporation for Communications/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 to approve the purchase of Emergency Communications Console Modernization from Russ Bassett Corporation for the total not-to-exceed amount of $699,719.00, pursuant to HGAC contract EC07-20, and authorizing the execution of the agreement.

Background

The approval of this purchase will benefit the Williamson County Emergency Communications Department with console modernization. The cost includes all associated design, project management, console materials, freight services and installation services. Removal and disposal of the current workstations that have reached their end of life is included in the cost. This is replacement furniture for the 9-1-1 dispatch floor which currently is using furniture that was designed for the previous center and replacement parts are not available for the damaged units. The new furniture is designed for the current work space, and will add seven (7) additional workstations for a total of twenty-eight (28) workstations. The attached Proposal has the detailed information of costs and services defined. This purchase and vendor relationship was put in place three budget cycles ago and was brought forward for approval under the previous co-op policy prior to the current co-op spend guideline. Legal, Audit, Budget and IT have reviewed this proposal. The line item expenditure is being charged to 01.0100.0523.003006 as per FY23 budget. The department point of contact is Janessa Stephens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum for Russ Bassett Proposal

Redacted Russ Bassett Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/15/2022 10:24 AM
County Judge Exec Asst.	Becky Pruitt	12/15/2022 10:59 AM
Form Started By: Mary Watson		Started On: 12/13/2022 01:32 PM
Final Approval Date: 12/15/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR
911 EQUIPMENT & SERVICES
CONSOLE MODERNIZATION
(Emergency Communications Department)

(Russ Bassett Corporation)
(H-GAC Contract #EC07-20)

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Russ Bassett Corporation** (hereinafter "RBC" or "Service Provider") with headquarters located at 8189 Byron Rd, Whittier, CA 90606 (Phone: (562) 945-2445). Customer agrees to engage RBC as an independent contractor, to assist in providing certain good or operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. RBC Proposal for Console Modernization, dated December 14, 2022;
B. H-GAC Contract # EC07-20, including addenda and mandatory terms for Customer; and

C. This Williamson County Addendum.

Where there is any conflict between this Addendum and any of the above- referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

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

III.

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

IV.

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

V.

Payment: RBC will be compensated as set forth in RBC Proposal for Console Modernization, dated December 14, 2022 up to the stated not-to-exceed amount of $699,719.00 for goods and services actually rendered and invoiced with satisfactory itemization and verification by the Williamson County Auditor. Any changes to the not-to-exceed amount must be in writing and signed by both parties and subject to 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.

VI.

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

VII.

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

VIII.

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

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

IX.

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

X.

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

XI.

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.

XII.

Good Faith: RBC agrees to act in good faith in the performance of the contract relevant to this addendum.

XIII.

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 will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XIV.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific

project and shall terminate upon project completion or when terminated pursuant to paragraph VI above.

XV.

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

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

WILLIAMSON COUNTY:	RUSS BASSETT CORPORATION:
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2022	Date: DECEMBER 14, 2022

WILLIAMSON COUNTY EMERGENCY COMMUNICATIONS

CONSOLE MODERNIZATION PROPOSAL [redacted]

DECEMBER 14TH, 2022

russbassett

8189 Byron Road Whittier, CA 90606 | Tel 562.945.2445 / Fax 562.698.8972 | info@russbassett.com

December 14th, 2022

Mike Moody
Technology Division Manager
Williamson County Emergency Communications
911 Tracy Chambers Lane
Georgetown, TX 78626

Williamson County Emergency Communications Console Modernization – Finalized Proposal

Mike,

Thank you for the opportunity to serve Williamson County! It was my pleasure hosting you at the Hays County ECC in San Marcos back in March and having the opportunity to visit WCEC. We are pleased to present this order ready proposal to refresh your 9-1-1 operations floor, replacing current end of life furniture, establishing a modern aesthetic, creating a no-fail work environment for the current PSAP technology platforms, enhancing the ergonomic interface for your Team and growing from (22) to (28) console positions.

Russ Bassett is an industry leading designer and manufacturer of the highest quality consoles for mission critical environments. We are a financially stable company that has consistently delivered positive results for our clients for now 62 years. Russ Bassett has a state of the art 110,000 square foot manufacturing facility and showroom in Whittier, CA. We have proven expertise and experience in the layout, design, manufacture, shipment, delivery, installation and service of mission critical console systems. Based on our successful similar work for other Public Safety Communications Agencies, Transportation Network Operations Control Centers, Power Utilities and Military/Government Agencies you can trust us to do a great job for WCEC.

Our goal is that every Russ Bassett client has an excellent experience working with us from project inception through successful project installation, and in the long run as we provide ongoing service and support. We strive to not only meet your expectations but exceed them. We will bring drive, integrity, attention to detail, and excellent service to your Team during every stage of the project. We will work in concert with County Staff, your Electrician and Low Voltage Communications Contractor, CAPCOG, Motorola, and any other project stakeholders to deliver a best-in-class solution on-time and on-budget. We are team players!

In the following pages, you will find a narrative review of our project approach, an updated cost estimate for the console package, design drawings, a description of the proposed console furniture product solution, supporting product information, relevant reference letters and warranty information.

Project Pricing

The pricing is based on the drawing package herein and includes all associated design, project management, console materials, freight services and installation services. We have also provided the line-item detail quotation document that supports the budget further into this package.

The Installation Services pricing assumes that we would be complete the project over the course of two (2) separate phases while you stay live, with all work occurring during regular business hours and using standard (non-union, not prevailing wage) labor rates. The removal and disposal of your current end of life workstations is also included.

WCEC PSAP Operations Floor Consoles - Summary Cost Proposal			
Qty.	Item	Unit Price	Extended Price
28	**Call Taker, Dispatcher & Supervisor Consoles including:** - Flex 6'6" x 6'6" x 3'D 90° Corner Sit-Stand Console, 22.6" to 48.7" height range, heavy duty lifting columns, anti-collision technology - Single continuous worksurface, comfort front edge, surface height controls at Dashboard and worksurface edge - Continuous 42"H x 7" Technology Wall surround with removable vented interior/exterior lower access panels and rear access panels, fabric clad soundboard upper cladding behind sit-stand, upper Slatwall section with integrated wire management troughs at all fixed height extensions and bridges - Slatwall Monitor Array to support the monitor configurations shown in drawings, Array includes integrated power distribution and cable management - Recessed dashboard for simple, intuitive interaction with all console controls, includes Trough for cable management with power distribution feeding all desktop level equipment and providing a concealed location for data (e.g. USB) connections - Secondary ADA/Wellness Desk Height Controller at worksurface edge with Bluetooth - Includes (8) USB Keystone Couplers with 15' Extension Cables per position to couple mice and keyboards with enclosed computers - Includes accessories for KM Switch and Speaker Bar attachment to the monitor array - All technology is fully integrated and enclosed as shown in design drawings (under sit-stand enclosures, walls, fixed bridge cabinets and/or square back corners, with MCC7500E Micro & AIM attached to Universal Equipment Mount in-wall) - Each position includes fixed height extensions and shared bridges as shown in the drawing package - Finished end panels (Laminate design)	$ 14,653	$ 410,289
28	**R56 Bonding Kit - full Motorola Compliance** - 4x12 Bus Bar (SBB) at Each Position with Isolation Bumpers, 2-Hole/Lug Type and enough connection points for console frame, receptacle boxes (quad outlet J-Boxes by Electrician), equipment connections, and surge protectors (SPDs). - Bonding Jumpers Frame to Frame, Frame to Sit-Stand, Sit-Stand to Monitor Array, #10 Jacketed/Insulated Cable (lengths not exceeding 10') - (6) Metal Housing SPDs with switch cover, double lug external bonding lugs) - Bonding Jumpers SPDs to SBB, #10 Jacketed/Insulated Cable (lengths not exceeding 10')	$ 850	$ 23,800
28	**Personal Comfort System including:** - Dual-output forced air heater beneath worksurface with directional adjustment - Desktop cooling fans with directional diffusers - Intuitive back lit controls at the dashboard - Occupancy sensor for time out after 15 minutes of inactivity	$ 1,435	$ 40,179
28	**Situational Awareness Light** - Top cap mounted fixture w/ up to (5) Lenses (Colors specifiable) - Includes specialized top cap, 36"H pole mount, power supply, wiring harness kit for simple interconnect to Phone and/or Radio equipment, manual 'Help Light' switch at Dashboard and printable insert sign holder	$ 942	$ 26,365
28	**Ambient Lighting** - Blue light, under and over counter, dimmer at dashboard	$ 508	$ 14,214
56	**Dimmable LED Task Lights** - (2) Articulating Light mounted to Monitor Array	$ 304	$ 17,002
28	**Dimmable LED Task Lights** - (1) Gooseneck Light at dashboard	$ 196	$ 5,482
28	**Personal Device Convenience Outlets** - (1) USB-C & (1) USB-A power-only outlets located at dashboard	$ 157	$ 4,389
		Material Subtotal	$ 541,719
		Removal & Disposal of Existing	$ 11,000
		Freight Services	$ 26,500
		Installation Services (2-Phase)	$ 120,500
		PSAP Operations Floor Consoles Project Budget	**$ 699,719**

This pricing excludes any applicable sales tax, source electrical and communications cabling, raised access flooring work including floor coring, bonding or grounding beyond what is outlined in the Motorola R-56 Full Compliance package, new monitors, monitor mounting, monitor cables, cable labeling and cable routing, breakroom, and all seating (chairs) shown on drawings for reference only.

Procurement

Russ Bassett Consoles are available to Williamson County via HGACBuy Contract EC07-20 for 9-1-1 Equipment & Services and have been pricing accordingly. According to the HGACBuy website, there is already an IGA in place, and you are a Member/User of this pre-competitively bid cooperative purchasing vehicle.

Russ Bassett Console Salient Characteristics

Our consoles are designed with the comfort, safety and productivity of the Telecommunicators as the primary focus. The proposed console design also effectively integrates technology creating a 'no-fail' work environment and allowing technicians to quickly access and trouble shoot equipment when necessary.

Russ Bassett has proposed a solution built upon our Flex Console system. The Flex Console product platform – as installed at the Hays County ECC which we will view together next week – is highly reliable, extraordinarily durable and ergonomically designed. The proposed configuration uses standard modular Flex components to create a custom solution specific for the requirements of the WCEC.

Here are a few key features that differentiate Russ Bassett Consoles from other options you may be considering…

- **Individually Adjustable Monitor Arms or Slatwall Monitor Arrays**
  When it comes to monitor mounts, we strive to be the most flexible provider available. Russ Bassett consoles can utilize individually adjustable monitor arms that are fully articulating and designed to universally accommodate differing monitor sizes and weights. Individually adjustable monitor arms allow each user to adjust monitors to their focal depth and angle preferences so that they can be super comfortable as they work. We also offer a Slatwall Monitor Array that moves all monitors together as one with electric height and manual focal depth user adjustments. The array is a curved two-sided slatwall design and incorporates adjustable mounts that provide for peripheral and tilt angles to be preset, both optimizing the ergonomic interface and properly aligning all monitor seams. In either case robust power distribution and cable management features are integrated. *We have proposed the Slatwall Monitor Array solution for Williamson County. Note that during a visit to Bastrop County 911, you would see fully articulating monitor arms mounted to a fixed slatwall.*

- **Large, Uninterrupted Worksurface**
  Russ Bassett consoles are designed to allow a full single-lift surface to achieve the BIFMA ergonomic standards for input device platforms, meaning a separate keyboard surface is not required. Your writing surface, work area, telephones and other peripheral devices are all at the same comfortable height as your keyboards. Height adjustment range is from 22.6" to 48.7" from the floor to the top of the work surface, which exceeds the HFES 100-2007, ANSI/BIMFA G1-2002 and all European standards for input device platforms.

- **Durable - Comfort Front Edge**
  Russ Bassett work surfaces utilize an ultra-durable, waterfall shaped front edge that provides a comfortable, liquid tight edge. There is no exposed hardware on our consoles making them aesthetically appealing, comfortable and extremely tough.

- **Safety – Anti-Collision Technology**
  Russ Bassett Flex consoles utilize redundant lifting system sensors and in-house fabricated anti-collision switch covering the area of the user where the surface could lower onto a chair or operator. If the surface is lowered onto an object (such as a chair) the anti-collision technology is activated and the worksurface rises slightly avoiding any contact.

- **Cable Management**
  We obsess over orderly cable management! You cannot put your foot up and disconnect a mouse, keyboard or anything else! All PCs and peripheral equipment, monitor video and power cables, source electrical and commutations cabling, etc. all occur within the console! Russ Bassett consoles include a large cable trough around the back edge of the worksurface. Power strips are mounted inside the trough for easy access. The trough is accessed by flipper doors rather than brush grommets or rubber flaps. The flipper doors have gaps above and below so that equipment cables from the slatwall or monitor mounting system can drop over the door and cables from the worksurface can route under the door, and the door can still open. The door is easily removed with spring pins, allowing full access to the trough during setup and reconfiguring.

From the monitor arms and desktop, into the slatwall wire management trough, down the cable chains, into the structural wall and out into the PC enclosure spaces we properly manage all audio, video, power and network cables to keep all mission critical systems easily accessible and the console easily retrofittable.

- **Welded Steel Framework**
  Russ Bassett consoles are welded steel rather than bolted extrusions and/or wood panels, offering superior rigidity (particularly beneficial for reconfiguring) and superior heat dispersion. While we do offer exhaust fan kits for technology storage areas, they are almost never required because the welded steel consoles are very well ventilated and disperse heat rather than insulating it. With Russ Bassett you can achieve the required heat dispersion without exhaust fans, and this reduces electricity consumption, vibration, noise and future maintenance issues. The integrated 42" high structural/technology wall surround has a 7" profile and provides a rigid physical structure to the system, multiple cable management raceways, serve as the zone for accommodating and fully enclosing electrical J-box and network cabling demarcations, allows for computer and peripheral equipment placement, vertical rack mounting, and serves as the connection between the sit-stand cable management infrastructure and the fixed height extension cabinets, including accommodating all cable routing and coiling of excess computer cabling service loops. When supporting fixed height extensions and bridges, the walls include an upper slatwall section with flipper door access panels opening into the integrated wire management troughs. The walls have interior and exterior, lower and upper access panels as well as removable top caps that are also of perforated steel construction. Top caps can be specialized for integration of status indicator lights and large screen display mounts. This is an extraordinarily well thought out and durable solution! It is designed, engineered and manufactured as console furniture from the ground up and does not incorporate office furniture like elements.

- **Accessories**
  In addition to those shown in the pricing graph above, Treadmill and Exercise Bikes integrated with the consoles, Monitor Mount attachable accessories for reference books, worksurface depressions covered in Plexiglas for key document visibility, integrating agency logos into back panels and many other options are available. We look forward to discussing them further with your Team.

Product videos can be viewed at this link https://russbassett.com/control-room-resources/video/.

We are proud to be **"Made in the USA"**. Russ Bassett Consoles are made at our factory in Whittier, California. We are vigilant in ensuring that our manufacturing processes and products are environmentally sound and will have favorable impact in our customer's facilities. All Russ Bassett products are Greenguard Gold Certified for Indoor Air Quality. Finishes can be viewed on our website here https://russbassett.com/control-room-resources/finishes/ and physical samples have been provided to you.

Project Management and Schedule

We are focused on successfully managing projects so that all parties involved have a great experience in working with us. As stated, Russ Bassett will work closely with the Project Team to ensure a seamless process and successful result. We take customer project timelines very seriously and will ensure that insofar as it depends on our Team, your project is completed on time and on budget.

Manufacturing lead times for the products proposed here are currently in the sixteen (16) week range after receipt of order, plus shipping and installation time, to the first phase. Orders can be placed as far in advance as makes sense for the project. If selected as your partner for the project, we will collaborate with the Team to define the desired start date, define all necessary action items and create and maintain a Gannt Chart Schedule to keep the Team apprised of any extra project time, critical timelines and key action items.

Delivery and Installation Services

Russ Bassett Project Managers and Factory Trained Local Installers deliver the highest caliber on-site delivery and installation experience.

We coordinate up front, show up on time, install our console furniture with the highest safety and quality standards, and act as a team player to assist our clients in successfully implementing their projects.
Key delivery and installation services include:

- Project Planning Guide
- Specialized packaging and transportation carriers

- Onsite Project Manager
- Russ Bassett Certified Local (Austin, DFW or San Antonio Area) Installers
- Onsite Training of GC Subs and Equipment Vendors
- Onsite Training of User Groups
- Installation Survey

All Russ Bassett Installation Services will be coordinated from our corporate headquarters in Whittier, CA. Your Russ Bassett Project Manager will assign and lead our local Team of certified technicians to successfully complete the project.

All Russ Bassett project installations include onsite training for the electrical and communications cabling subcontractors while we're in the process of installation, as well as training for the technology integration Team and user group. A User Guide will be provided and reviewed with you at the completion of your installation.

Warranty, Repair and Maintenance

Russ Bassett consoles are built for 24/7 mission critical environments. Russ Bassett is your single point of contact for all questions regarding operation, warranty and service items. Russ Bassett consoles do not require any kind of regularly scheduled service or preventative maintenance.

If your console requires service in the future, we will reply to all inquiries within 24 – 48 hours or less. If service is required, it will take place within 48 -72 hours. We stock all critical items and can ship them next day for immediate installation. Non-critical items that need to be replaced will ship in two (2) weeks or less. Local certified Russ Bassett local technicians are available for quick response items and to troubleshoot issues on site.

Russ Bassett offers one of the strongest warranties in the industry, covering both parts, shipping and for a period of ten (10) years. A complete copy of our 10-Year Everything Warranty is included as an attachment. We stand behind our product and are committed to maintaining long term positive relationships with our customers!

References

Included here are also a select set of referral letters for your review. Our goal would be to obtain a similar letter from Williamson County after the successful completion of your relocation project! More letters can be viewed on our website and a formal reference list is available upon request.

Conclusion

If selected as your partner for the project Mike, we will deliver both a best-in-class console furniture solution and customer experience. Please don't hesitate to contact me with any questions or concerns as you review. My cell phone is (602) 380-6322 and email is mgawin@russbassett.com.

Thank you again!

Matt Gawin

Quotation

PROJECT #:	**PN-10050-01** **Option: 1**
REVISION:	B
PROJECT NAME:	Williamson County Emergency Communications

russbassett
Russ Bassett Corporation
8189 Byron Road Whittier, CA 90606
Tel: 800.350.2445 Fax: 562.698.8972
www.russbassett.com

QUOTE DATE:	12/14/2022
EXPIRATION DATE:	12/30/2022
CUSTOMER:	**Williamson County Emergency Communications**
CONTACT:	Michael Moody
ADDRESS:	911 Tracy Chambers Lane Georgetown, TX 78626
PHONE:	512-864-8234
EMAIL:	michael.moody@wilco.org

SALES EXECUTIVE:	**Matt Gawin**
ADDRESS:	8189 Byron Rd Whittier, CA 90606
PHONE:	(602) 380-6322
EMAIL:	mgawin@russbassett.com

QTY	PART NUMBER	DESCRIPTION	HGACBuy PRICE	EXTENDED
AREA: 1		**PHASE 1**	**AREA 1 TOTAL:**	**$ 309,786.95**
16	FSA-CS-78-R56	Flex Sit-Stand, R56, 90° Corner, 78W, Adjustable Array	$ 5,870.70	$ 93,931.20
10	FCF-42-T-SSF-R56	Flex Sit-Stand Corner Filler, 42H, Tech Storage, Fabric, R56	$ 850.30	$ 8,503.00
15	FSW-07-3042-EMT-EMT	Flex Wall, 07D, 30L x 42H, Empty Side A, Empty Side B	$ 267.85	$ 4,017.75
1	FSW-07-3042-EMT-SWN	Flex Wall, 07D, 30L x 42H, Empty Side A, Slatwall Side B	$ 432.85	$ 432.85
2	FSW-07-3630-EMT-EMT	Flex Wall, 07D, 36L x 30H, Empty Side A, Empty Side B	$ 256.85	$ 513.70
3	FSW-07-3642-EMT-SWN	Flex Wall, 07D, 36L x 42H, Empty Side A, Slatwall Side B	$ 446.05	$ 1,338.15
1	FSW-07-3642-SWN-SWN	Flex Wall, 07D, 36L x 42H, Slatwall Side A, Slatwall Side B	$ 611.05	$ 611.05
1	FSW-07-4242-EMT-SWN	Flex Wall, 07D, 42L x 42H, Empty Side A, Slatwall Side B	$ 459.25	$ 459.25
1	FSW-07-4242-EMT-SWN	Flex Wall, 07D, 42L x 42H, Empty Side A, Slatwall Side B	$ 459.25	$ 459.25
22	FSW-07-4842-EMT-SSF	Flex Wall, 07D, 48L x 42H, Empty Side A, Sit-Stand Fabric Side B	$ 492.25	$ 10,829.50
4	FSW-07-4842-SSF-SSF	Flex Wall, 07D, 48L x 42H, Sit-Stand Fabric Side A, Sit-Stand Fabric Side B	$ 677.05	$ 2,708.20
2	FSW-07-4842-SWN-SSF	Flex Wall, 07D, 48L x 42H, Slatwall Side A, Sit-Stand Fabric Side B	$ 657.25	$ 1,314.50
6	FSW-07-CC42-EMT-SSF	Flex Wall, 07D, 42.3L x 42H, Empty Side A, Sit-Stand Fabric Side B	$ 479.05	$ 2,874.30
16	FTC-0706-SL-S	Flex Top Cap, 7D x 6W, Status Indicator Light Pole Receiver, Square	$ 198.55	$ 3,176.80
11	FTC-0730-S-S	Flex Top Cap, 7D x 30W, Solid, Square	$ 139.15	$ 1,530.65
6	FTC-0736-S-S	Flex Top Cap, 7D x 36W, Solid, Square	$ 145.75	$ 874.50
16	FTC-0742-S-S	Flex Top Cap, 7D x 42W, Solid, Square	$ 152.90	$ 2,446.40
6	FTC-0748-S-S	Flex Top Cap, 7D x 48W, Solid, Square	$ 159.50	$ 957.00
5	FTC-0778-S-S	Flex Top Cap, 7D x 78W, Solid, Square	$ 192.50	$ 962.50
1	FTC-0784-S-S	Flex Top Cap, 7D x 84W, Solid, Square	$ 199.10	$ 199.10
6	FTC-07CC-S-S	Flex Top Cap, 7D x 42.3W, Solid, Square	$ 152.90	$ 917.40
1	FWS-FRE-3078-W	Work Surface, Rectangle, 30D x 78L	$ 683.65	$ 683.65
1	FWS-FRE-3084-W	Work Surface, Rectangle, 30D x 84L	$ 722.70	$ 722.70
8	FWS-FRE-3636-W	Work Surface, Rectangle, 36D x 36L	$ 548.35	$ 4,386.80
2	FWS-FRE-3642-W	Work Surface, Rectangle, 36D x 42L	$ 593.45	$ 1,186.90
16	FWS-SCA-3678-N-W	Work Surface, 90° Corner Sit-Stand, Single Lift Array, 36D x 78L	$ 1,032.90	$ 16,526.40
11	FBP-3042-SPS	Flex Back Panel, 30W x 42H, Solid, Powder, Square	$ 221.10	$ 2,432.10
3	FBP-3642-SPS	Flex Back Panel, 36W x 42H, Solid, Powder, Square	$ 227.70	$ 683.10
2	FBP-4242-SPS	Flex Back Panel, 42W x 42H, Solid, Powder, Square	$ 234.30	$ 468.60
22	FBP-4842-SPS	Flex Back Panel, 48W x 42H, Solid, Powder, Square	$ 240.90	$ 5,299.80
6	FBP-CC42-SPS	Flex Back Panel, 42.3W x 42H, Solid, Powder, Square	$ 234.30	$ 1,405.80
12	FCC-07L-4542-EPS	Flex Corner Connector, 7D, 45° L-Type, 42H, Exterior, Powder, Square	$ 271.15	$ 3,253.80

Quotation

PROJECT #: PN-10050-01 **Option:** 1
REVISION: B
PROJECT NAME: Williamson County Emergency Communications

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Tel: 800.350.2445 Fax: 562.698.8972
www.russbassett.com

QTY	PART NUMBER	DESCRIPTION	HGACBuy PRICE	EXTENDED
2	FCC-07L-9042-EPS	Flex Corner Connector, 7D, 90° L-Type, 42H, Exterior, Powder, Square	$ 304.15	$ 608.30
4	FCC-07T-9042-EPS	Flex Corner Connector, 7D, 90° T-Type, 42H, Exterior, Powder, Square	$ 303.60	$ 1,214.40
6	FEC-AAN-0742-L-L	Flex Left End Cap, Array Sit-Stand, 7" Wall, 42"H, Lam	$ 413.05	$ 2,478.30
6	FEC-AAN-0742-R-L	Flex Right End Cap, Array Sit-Stand, 7" Wall, 42"H, Lam	$ 413.05	$ 2,478.30
4	FEC-FH-0712-L	Flex Single Tier End Cap, 7" Wall, 12"H, Lamiante	$ 99.55	$ 398.20
1	FPC-3024-LD-L-N	Flex Closed Storage Pedestal, 30D x 24W, Left Swing, Laminate Faces, No Lk	$ 340.45	$ 340.45
1	FPC-3024-RD-L-N	Flex Closed Storage Pedestal, 30D x 24W, Right Swing, Laminate Faces, No L	$ 340.45	$ 340.45
1	FPD-3030-FF-L-L	Flex Drawer Pedestal, 30D x 30W, File/File, Laminate Faces, Lock	$ 512.60	$ 512.60
1	FPD-3036-FF-L-L	Flex Drawer Pedestal, 30D x 36W, File/File, Laminate Faces, Lock	$ 555.50	$ 555.50
8	FPP-3618-BCL-L-N	Flex Drawer Pedestal, 36D x 18W, Box/Closed, Left Swing, Lam Faces, No Lk	$ 399.30	$ 3,194.40
8	FPP-3618-BCR-L-N	Flex Drawer Pedestal, 36D x 18W, Box/Closed, Right Swing, Lam Faces, No Lk	$ 399.30	$ 3,194.40
1	FPT-241828-LD-L-N-F	Flex Technology Pedestal, 24D x 18W x 28H, Left Swing, No Lock, Fixed Shelf	$ 379.50	$ 379.50
1	FPT-241828-RD-L-N-F	Flex Technology Pedestal, 24D x 18W x 28H, Right Swing, No Lock, Fixed Shel	$ 379.50	$ 379.50
1	FPT-242428-LD-L-N-F	Flex Technology Pedestal, 24D x 24W x 28H, Left Swing, No Lock, Fixed Shelf	$ 399.30	$ 399.30
1	FPT-242428-RD-L-N-F	Flex Technology Pedestal, 24D x 24W x 28H, Right Swing, No Lock, Fixed Shel	$ 399.30	$ 399.30
1	FPT-302428-LD-L-N-F	Flex Technology Pedestal, 30D x 24W x 28H, Left Swing, No Lock, Fixed Shelf	$ 419.65	$ 419.65
1	FPT-302428-RD-L-N-F	Flex Technology Pedestal, 30D x 24W x 28H, Right Swing, No Lock, Fixed Shel	$ 419.65	$ 419.65
16	DAC-AMB-PWR	Ambient Light Power Supply W/ Splitter	$ 53.35	$ 853.60
16	DAC-AMB-SW-12	Ambient Light, Slatwall, 12", Blue	$ 99.55	$ 1,592.80
16	DAC-AMB-SW-72	Ambient Light, Slatwall, 72", Blue	$ 264.00	$ 4,224.00
128	DAC-CO-USB	USB-A 3.0 Keystone - Coupler (Includes 15' Extension)	$ 40.15	$ 5,139.20
16	DAC-DASH-CHRG-AC	Dash Plate, Device Charging, USB A-C	$ 156.75	$ 2,508.00
16	DAC-DASH-DIMMER	Dash Plate, Ambient Dimmer	$ 90.75	$ 1,452.00
16	DAC-DASH-LIGHT	Dash Plate, Gooseneck Light	$ 195.80	$ 3,132.80
16	DAC-DASH-SWITCH-R	Dash Plate, Switch, Status Indicator Light, Red	$ 99.55	$ 1,592.80
32	DAC-DASH-USB-X1	Dash Plate, 1 USB Keystone W/ Cable	$ 72.60	$ 2,323.20
16	DAC-DASH-BLANK	Dash Plate, Blank	$ 30.25	$ 484.00
16	DAC-DTC-ADA-DD	Desktop Controller, ADA, Digital Display	$ 132.00	$ 2,112.00
32	DAC-LED-DA-SW	Dimmable LED Task Light - Double Arm, Slatwall Mount	$ 303.60	$ 9,715.20
1	DAC-MA-01-SW-S	Fully Articulating Monitor Arm - Weight Range 5-16 lbs	$ 297.00	$ 297.00
8	DAC-MM-01-SW-PM	Monitor Mount, Slatwall, Pole Mount	$ 346.50	$ 2,772.00
40	DAC-MM-11-SW-PM	Monitor Mount, 1-Over-1, Slatwall, Pole Mount	$ 561.00	$ 22,440.00
16	DAC-PCS-FLX-A	Flex Personal Comfort System, Heat & Air, Array Console	$ 1,434.95	$ 22,959.20
6	DAC-PSTRIP-06-15A-R56	SPD, Power Strip, Surface Mount, 6 Outlet, 15A, R56	$ 198.55	$ 1,191.30
16	DAC-SL-CIS	Status Indicator Light - Custom Interchangeable Sign	$ 116.05	$ 1,856.80
3	DAC-DCM-010-BL	Data Color Markers, 10 Pack, Blue	$ 7.15	$ 21.45
3	DAC-DCM-010-RD	Data Color Markers, 10 Pack, Red	$ 7.15	$ 21.45
47	DAC-SW-CBLTIE-10	Slatwall Clip w/ Hook and Loop, 10 Pack	$ 23.65	$ 1,111.55
16	DAC-SW-MICROPC	Slatwall Micro PC Mount	$ 132.00	$ 2,112.00
3	WAC-CO-6D	Convenience Outlet Plate, 6 Data Ports	$ 83.05	$ 249.15
1	WAC-CO-BLANK	Convenience Outlet Plate, Blank Filler Plate	$ 59.95	$ 59.95

Quotation

PROJECT #:	**PN-10050-01**	**Option: 1**
REVISION:	B	
PROJECT NAME:	Williamson County Emergency Communications	

russbassett
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8189 Byron Road Whittier, CA 90606
Tel: 800.350.2445 Fax: 562.698.8972
www.russbassett.com

QTY	PART NUMBER	DESCRIPTION	HGACBuy PRICE	EXTENDED
16	WAC-DTB-14	14 Port Data Termination Bracket, Universal	$ 79.75	$ 1,276.00
6	WAC-PSTRIP-H-15-R56	SPD, Power Strip, Horizontal Wall Mounting Bracket, 6 Outlet, R56	$ 218.35	$ 1,310.10
38	WAC-PSTRIP-V-15-R56	SPD, Power Strip, Vertical Wall Mounting Bracket, 6 Outlet, R56	$ 218.35	$ 8,297.30
16	WAC-SL-CNCT-KT	Status Indicator Light Connection Kit with Power Supply	$ 165.55	$ 2,648.80
16	WAC-SLT-5-36	Pole Mount Situation Awareness Light, 5-Lens, 36"H Pole	$ 560.45	$ 8,967.20
2	WAC-TPFS-3024	Tech Pedestal Cabinet Fixed Shelf, 30"D x 24"W	$ 106.15	$ 212.30
2	WAC-TPFS-3024	Tech Pedestal Cabinet Fixed Shelf, 30"D x 24"W	$ 106.15	$ 212.30
28	WAC-TRAY-0418	4" PC Tray for 7" Wall, 18" Long	$ 53.35	$ 1,493.80
16	WAC-UEM-12	Universal Equipment Mount Kit, 12"	$ 83.05	$ 1,328.80
AREA: 2		**PHASE 2**	**AREA 2 TOTAL:**	**$ 231,932.80**
12	FSA-CS-78-R56	Flex Sit-Stand, R56, 90° Corner, 78W, Adjustable Array	$ 5,870.70	$ 70,448.40
6	FSW-07-3642-EMT-SWN	Flex Wall, 07D, 36L x 42H, Empty Side A, Slatwall Side B	$ 446.05	$ 2,676.30
1	FSW-07-4242-EMT-SWN	Flex Wall, 07D, 42L x 42H, Empty Side A, Slatwall Side B	$ 459.25	$ 459.25
1	FSW-07-4242-EMT-SWN	Flex Wall, 07D, 42L x 42H, Empty Side A, Slatwall Side B	$ 459.25	$ 459.25
24	FSW-07-4842-EMT-SSF	Flex Wall, 07D, 48L x 42H, Empty Side A, Sit-Stand Fabric Side B	$ 492.25	$ 11,814.00
12	FSW-07-CC42-EMT-SSF	Flex Wall, 07D, 42.3L x 42H, Empty Side A, Sit-Stand Fabric Side B	$ 479.05	$ 5,748.60
12	FTC-0706-SL-S	Flex Top Cap, 7D x 6W, Status Indicator Light Pole Receiver, Square	$ 198.55	$ 2,382.60
6	FTC-0736-S-S	Flex Top Cap, 7D x 36W, Solid, Square	$ 145.75	$ 874.50
14	FTC-0742-S-S	Flex Top Cap, 7D x 42W, Solid, Square	$ 152.90	$ 2,140.60
12	FTC-0748-S-S	Flex Top Cap, 7D x 48W, Solid, Square	$ 159.50	$ 1,914.00
12	FTC-07CC-S-S	Flex Top Cap, 7D x 42.3W, Solid, Square	$ 152.90	$ 1,834.80
6	FWS-FRE-3636-W	Work Surface, Rectangle, 36D x 36L	$ 548.35	$ 3,290.10
2	FWS-FRE-3642-W	Work Surface, Rectangle, 36D x 42L	$ 593.45	$ 1,186.90
12	FWS-SCA-3678-N-W	Work Surface, 90° Corner Sit-Stand, Single Lift Array, 36D x 78L	$ 1,032.90	$ 12,394.80
6	FBP-3642-SPS	Flex Back Panel, 36W x 42H, Solid, Powder, Square	$ 227.70	$ 1,366.20
2	FBP-4242-SPS	Flex Back Panel, 42W x 42H, Solid, Powder, Square	$ 234.30	$ 468.60
24	FBP-4842-SPS	Flex Back Panel, 48W x 42H, Solid, Powder, Square	$ 240.90	$ 5,781.60
12	FBP-CC42-SPS	Flex Back Panel, 42.3W x 42H, Solid, Powder, Square	$ 234.30	$ 2,811.60
24	FCC-07L-4542-EPS	Flex Corner Connector, 7D, 45° L-Type, 42H, Exterior, Powder, Square	$ 271.15	$ 6,507.60
4	FEC-AAN-0742-L-L	Flex Left End Cap, Array Sit-Stand, 7" Wall, 42"H, Lam	$ 413.05	$ 1,652.20
4	FEC-AAN-0742-R-L	Flex Right End Cap, Array Sit-Stand, 7" Wall, 42"H, Lam	$ 413.05	$ 1,652.20
6	FPP-3618-BCL-L-N	Flex Drawer Pedestal, 36D x 18W, Box/Closed, Left Swing, Lam Faces, No Lk	$ 399.30	$ 2,395.80
6	FPP-3618-BCR-L-N	Flex Drawer Pedestal, 36D x 18W, Box/Closed, Right Swing, Lam Faces, No Lk	$ 399.30	$ 2,395.80
1	FPT-241828-LD-L-N-F	Flex Technology Pedestal, 24D x 18W x 28H, Left Swing, No Lock, Fixed Shelf	$ 379.50	$ 379.50
1	FPT-241828-RD-L-N-F	Flex Technology Pedestal, 24D x 18W x 28H, Right Swing, No Lock, Fixed Shel	$ 379.50	$ 379.50
1	FPT-242428-LD-L-N-F	Flex Technology Pedestal, 24D x 24W x 28H, Left Swing, No Lock, Fixed Shelf	$ 399.30	$ 399.30
1	FPT-242428-RD-L-N-F	Flex Technology Pedestal, 24D x 24W x 28H, Right Swing, No Lock, Fixed Shel	$ 399.30	$ 399.30
12	DAC-AMB-PWR	Ambient Light Power Supply W/ Splitter	$ 53.35	$ 640.20
12	DAC-AMB-SW-12	Ambient Light, Slatwall, 12", Blue	$ 99.55	$ 1,194.60
12	DAC-AMB-SW-72	Ambient Light, Slatwall, 72", Blue	$ 264.00	$ 3,168.00
96	DAC-CO-USB	USB-A 3.0 Keystone - Coupler (Includes 15' Extension)	$ 40.15	$ 3,854.40
12	DAC-DASH-CHRG-AC	Dash Plate, Device Charging, USB A-C	$ 156.75	$ 1,881.00

Quotation

PROJECT #: PN-10050-01 **Option:** 1
REVISION: B
PROJECT NAME: Williamson County Emergency Communications

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www.russbassett.com

QTY	PART NUMBER	DESCRIPTION	HGACBuy PRICE	EXTENDED
12	DAC-DASH-DIMMER	Dash Plate, Ambient Dimmer	$ 90.75	$ 1,089.00
12	DAC-DASH-LIGHT	Dash Plate, Gooseneck Light	$ 195.80	$ 2,349.60
12	DAC-DASH-SWITCH-R	Dash Plate, Switch, Status Indicator Light, Red	$ 99.55	$ 1,194.60
24	DAC-DASH-USB-X1	Dash Plate, 1 USB Keystone W/ Cable	$ 72.60	$ 1,742.40
12	DAC-DASH-BLANK	Dash Plate, Blank	$ 30.25	$ 363.00
2	DAC-DCM-010-BL	Data Color Markers, 10 Pack, Blue	$ 7.15	$ 14.30
2	DAC-DCM-010-RD	Data Color Markers, 10 Pack, Red	$ 7.15	$ 14.30
12	DAC-DTC-ADA-DD	Desktop Controller, ADA, Digital Display	$ 132.00	$ 1,584.00
24	DAC-LED-DA-SW	Dimmable LED Task Light - Double Arm, Slatwall Mount	$ 303.60	$ 7,286.40
8	DAC-MM-01-SW-PM	Monitor Mount, Slatwall, Pole Mount	$ 346.50	$ 2,772.00
28	DAC-MM-11-SW-PM	Monitor Mount, 1-Over-1, Slatwall, Pole Mount	$ 561.00	$ 15,708.00
12	DAC-PCS-FLX-A	Flex Personal Comfort System, Heat & Air, Array Console	$ 1,434.95	$ 17,219.40
4	DAC-PSTRIP-06-15A-R56	SPD, Power Strip, Surface Mount, 6 Outlet, 15A, R56	$ 198.55	$ 794.20
12	DAC-SL-CIS	Status Indicator Light - Custom Interchangeable Sign	$ 116.05	$ 1,392.60
32	DAC-SW-CBLTIE-10	Slatwall Clip w/ Hook and Loop, 10 Pack	$ 23.65	$ 756.80
12	DAC-SW-MICROPC	Slatwall Micro PC Mount	$ 132.00	$ 1,584.00
12	WAC-DTB-14	14 Port Data Termination Bracket, Universal	$ 79.75	$ 957.00
6	WAC-PSTRIP-H-15-R56	SPD, Power Strip, Horizontal Wall Mounting Bracket, 6 Outlet, R56	$ 218.35	$ 1,310.10
36	WAC-PSTRIP-V-15-R56	SPD, Power Strip, Vertical Wall Mounting Bracket, 6 Outlet, R56	$ 218.35	$ 7,860.60
12	WAC-SL-CNCT-KT	Status Indicator Light Connection Kit with Power Supply	$ 165.55	$ 1,986.60
12	WAC-SLT-5-36	Pole Mount Situation Awareness Light, 5-Lens, 36"H Pole	$ 560.45	$ 6,725.40
24	WAC-TRAY-0418	4" PC Tray for 7" Wall, 18" Long	$ 53.35	$ 1,280.40
12	WAC-UEM-12	Universal Equipment Mount Kit, 12"	$ 83.05	$ 996.60

Quotation

PROJECT #:	**PN-10050-01**	**Option:** 1
REVISION:	B	
PROJECT NAME:	Williamson County Emergency Communications	

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QTY	PART NUMBER	DESCRIPTION	HGACBuy PRICE	EXTENDED

HGACBuy Contract #: EC07-20 (911 Equipment & Emergency Notification Software and Services).
Prices shown herein are Net (discount applied) unless otherwise noted. Effective Dates 7/1/2020 - 6/30/23.

Product Total:	**$**	**541,719.75**
Price does not include applicable sales tax		
Delivery Services:	$	26,495.25
Russ Bassett Installation Services - 2 Phase:	$	120,500.00
Teardown and Removal of Existing Consoles:	$	11,000.00
Total Due	**$**	**699,719.00**

Quotation

PROJECT #:	**PN-10050-01**	**Option:** 1
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Drawings

Any drawing submitted to the Client under this Quotation must be signed-off as "approved for manufacture" and returned with applicable purchase order.
Drawing REVISION level must match Quote REVISION level.

Delivery & Installation

A signed, completed delivery and installation checklist and purchase order is required to prevent any issues at time of delivery and installation.
Any unique requirements encountered at time of delivery and installation not covered on the installation checklist will be invoiced at cost in addition to the charges quoted herein.

Russ Bassett ships your products using our "Safe Ship" program. The program simply states that we guarantee your products will arrive damage free anywhere in the 48 contiguous United States. If damage should occur, notify customer service and Russ Bassett will rush a replacement part or unit and pick up the damaged product.

RBC shall coordinate with BUYER's Designated Contact to establish a firm shipment and delivery schedule to meet BUYER's installation requirements.

Purchase Order

Send to: Russ Bassett Corporation
Attn: Customer Service
8189 Byron Road
Whittier, CA 90606

Fax to: (562) 698-8972

Purchase orders must include the following information to process with Russ Bassett:
Sold to, Ship to, Order Date, Requested Delivery/Install Date, PO Number, Quantity, Full Model Numbers & Total.

All purchase orders must also accompany the following documents to be considered a complete order:
Signed drawing noting console and work surface colors and/or cabinet color, signed quotation, & installation checklist.

Quote is Valid for 90 days from date of issue; and, may only be extended in writing by Russ Bassett.

Payment Terms

Williamson County Negiotiated Terms:

Milestone 1 - Phase 1 Payment due for Material and associated Freight upon delivery to WCEC, less 10% holdback
Milestone 2 - Phase 1 Payment due for Installation Services Upon Substantial Completion, less 10% holdback
Milestone 3 - Phase 2 Payment due for Material and associated Freight upon delivery to WCEC, less 10% holdback
Milestone 4 - Phase 2 Payment due for Installation Services Upon Substantial Completion, less 10% holdback
Milestone 5 - 10% holdback payment due 30 days from final punchlist completion

Lead-time

For the products covered under this proposal is fourteen (14) to sixteen (16) weeks AAO (After Acceptance of Order).

Incomplete Purchase Orders may delay the ship date; actual date will be confirmed on written Order Acknowledgment.

Quotation

PROJECT #:	**PN-10050-01**	**Option:** 1
REVISION:	B	
PROJECT NAME:	Williamson County Emergency Communications	

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Warranty

Russ Bassett warrants, to the original Buyer, that all products will be free from defects in material and workmanship for 10 full years.
In mission critical, 24/7/365 environments, quickly resolving a product issue is of top priority for both the Buyer and Russ Bassett. Prompt execution of this warranty requires cooperation. With guidance from Russ Bassett, Buyer agrees to perform basic troubleshooting tasks to determine the nature of the defect and to self-correct before on-site assistance can be provided. For simple replacements, the part will be quickly shipped directly to Buyer. If the problem requires on-site assistance, Russ Bassett will come out during normal work hours to resolve the issue. If the defect is found to have resulted from circumstances outside of the warranty coverage, and/or Buyer imposes conditions or restrictions that increases the service cost, Buyer agrees to reimburse Russ Bassett for any resulting additional expense. Buyer also agrees to properly dispose of the old parts and packing material.
The few circumstances where this warranty against defects would not apply include normal wear and tear, damage, misuse, modifications, consumable items or product shipped outside the U.S.
Repairs, substitute products or replacements, of equal or higher value, used to resolve a warranty claim will in no way extend the applicable warranty period applied to the original product. Product repair or replacement is Buyer's exclusive remedy for all product defects covered under this non-transferable warranty. Russ Bassett makes no other express or implied warranties to any product except as stated above and makes no warranty of Russ Bassett product fitness except for use as standard console furniture.

Change Order & Cancellation Policy

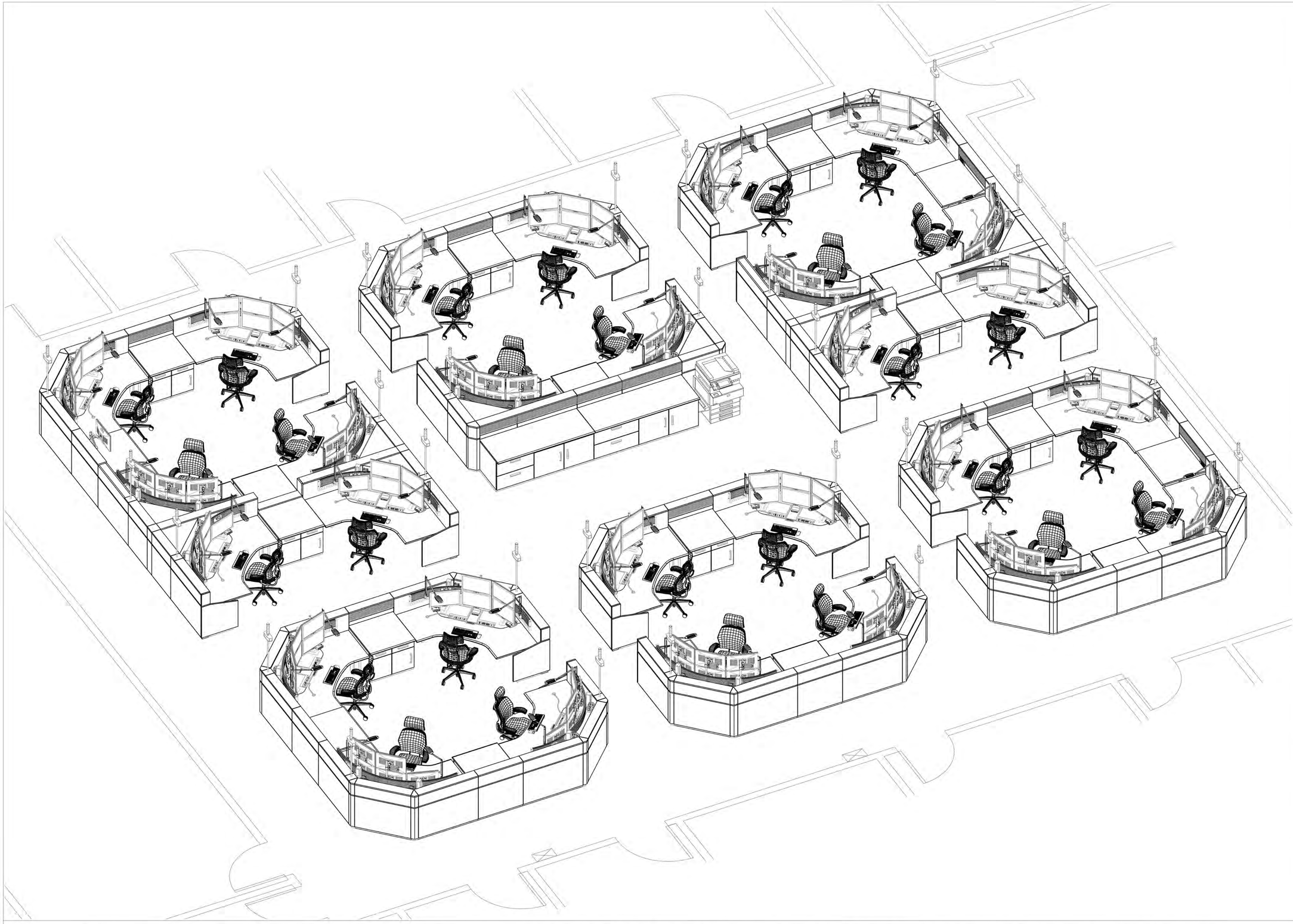
Any REQUEST for changes to the design, scope of work or schedule shall be made in writing. RBC will notify BUYER, If it is possible to accommodate the requested change and, if so, what costs and schedule impacts would apply. No change will be made without sign-off of the updated quote and drawing by BUYER and prepayment of additional costs. Once a confirmed order is within 4 WEEKS of the scheduled ship date, it is NOT AVAILABLE FOR CHANGES.

Buyer's Delay

If BUYER is unable to take delivery per the agreed upon schedule, RBC will, as a courtesy, warehouse the product at no charge for up to 30 days. After 45 days, 100% of the Product Total will be invoiced, less any prior progress payments already received. At that time STORAGE FEES OF 1% PER MONTH, of the product total will apply and be billed monthly. Freight and Installation fees will be billed at time of shipment and due upon substantial completion of the installation. A 10% retainage may be held back to cover resolution of any outstanding punch list items.

Acceptance Signature

Authorized Signature	Print Name of Authorized Signature	Print Title
Print Company Name	P.O. Number	Date of Authorization



russbassett
8189 Byron Rd, Whittier, CA 90606 (800) 350-2445

CUSTOMER

CUSTOMER:
WILLIAMSON COUNTY EMERGENCY COMM
PROJECT ADDRESS:
911 TRACY CHAMBERS LANE
GEORGETOWN, TX 78626

PROJECT

PROJECT NAME:
PSAP CONSOLE MODERNIZATION

PROJECT INITIATION DATE:
03/14/2022

CONSOLE TYPE: FLEX

NUMBER OF POSITIONS: 28

SCALE:
NTS

SALES EXECUTIVE
MATT GAWIN

DESIGNER
JESSE GREEN

SHEET INDEX

NO.	SHEET NAME
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REVISIONS

REV	DATE	DESCRIPTION	BY
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B	03/28/22	REVISE ROOM & CONSOLE SIZE	JG
1	11/09/22	UPDATED SS. REMOVED TECH PEDS.	TC
1B	11/21/22	UPDATED WALLS ON BACK TO BACK	TC

SHEET DESCRIPTION
3D VIEW 1

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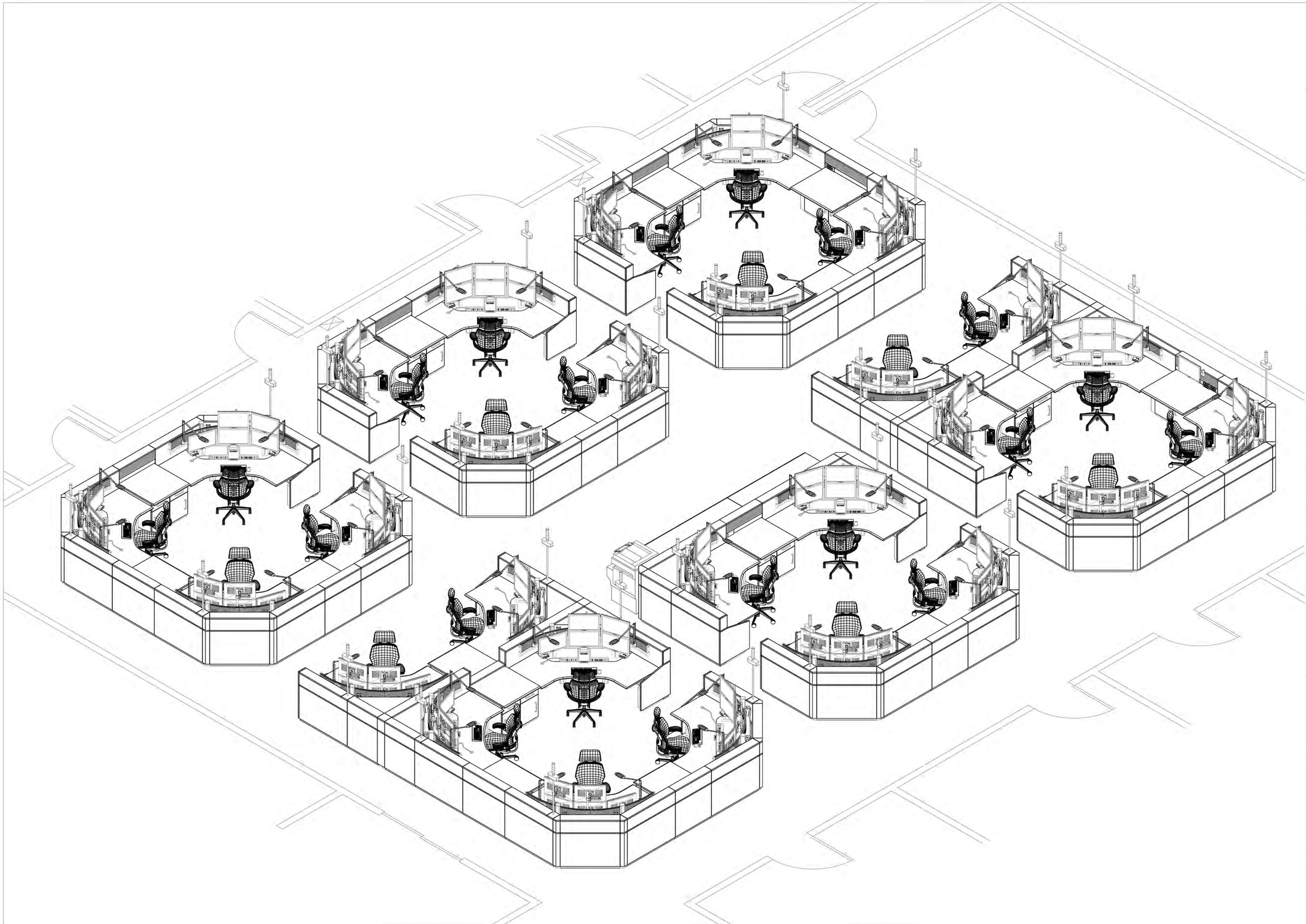
DRAWING #	OPTION	REV.	SHEET
PN-10050-01	1	B	1 / 7



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GEORGETOWN, TX 78626

PROJECT

PROJECT NAME:
PSAP CONSOLE MODERNIZATION

PROJECT INITIATION DATE:
03/14/2022

CONSOLE TYPE: FLEX

NUMBER OF POSITIONS: 28

SCALE:
NTS

SALES EXECUTIVE
MATT GAWIN

DESIGNER
JESSE GREEN

SHEET INDEX

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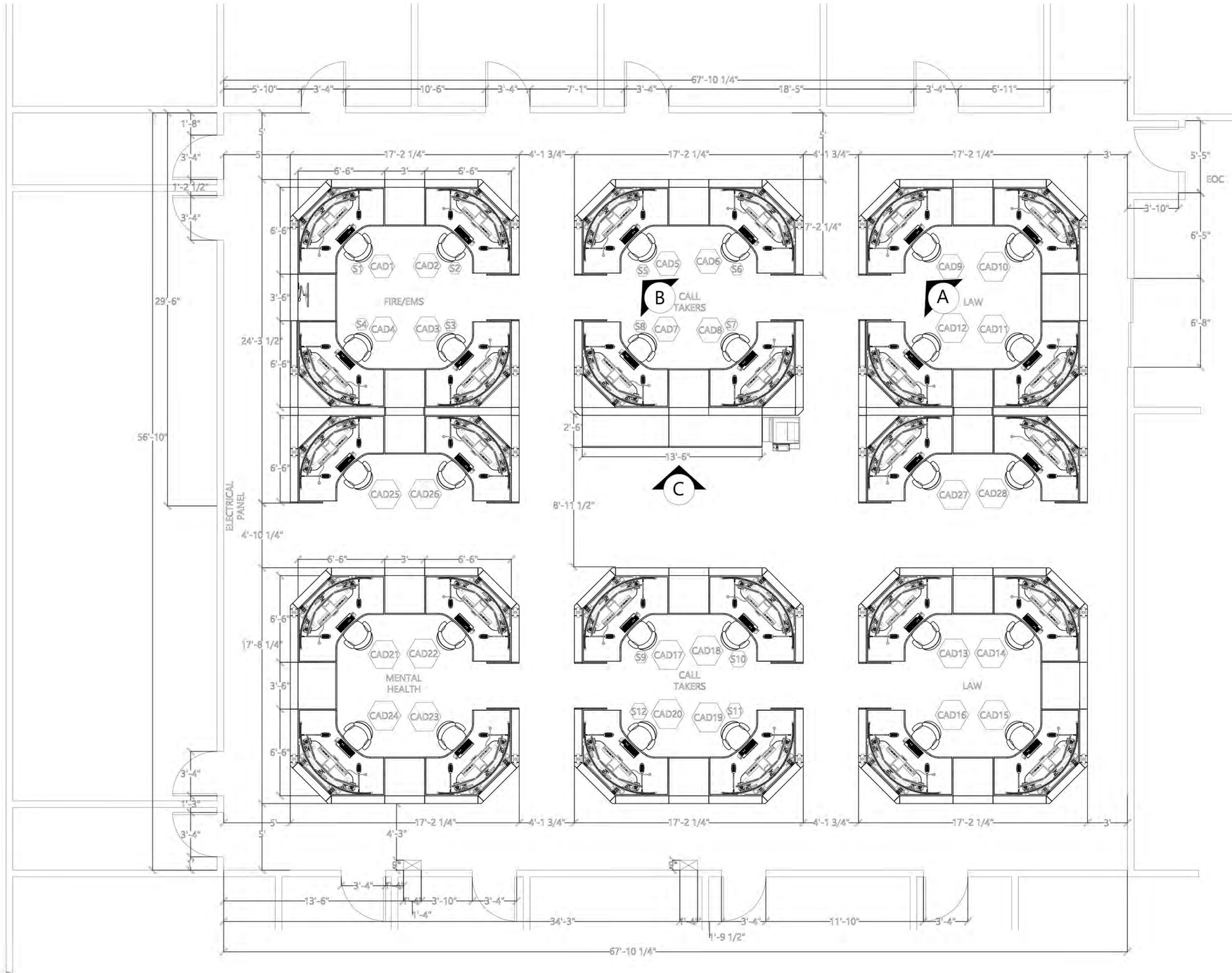
SHEET DESCRIPTION
3D VIEW 2

RUSS BASSETT CORPORATION HEREBY EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS. THESE PLANS ARE NOT TO BE COPIED, REPRODUCED OR CHANGED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF RUSS BASSETT CORPORATION.

DRAWING #	OPTION	REV.	SHEET
PN-10050-01	1	B	2 / 7



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CUSTOMER

CUSTOMER:
WILLIAMSON COUNTY EMERGENCY COMM
PROJECT ADDRESS:
911 TRACY CHAMBERS LANE
GEORGETOWN, TX 78626

PROJECT

PROJECT NAME:
PSAP CONSOLE MODERNIZATION

PROJECT INITIATION DATE:
03/14/2022

CONSOLE TYPE: FLEX

NUMBER OF POSITIONS: 28

SCALE:
1/4" = 1' - 0"

SALES EXECUTIVE
MATT GAWIN

DESIGNER
JESSE GREEN

SHEET INDEX

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SHEET DESCRIPTION
PLAN VIEW

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DRAWING #	OPTION	REV.	SHEET
PN-10050-01	1	B	3 / 7

STATUS INDICATOR LIGHT

CUSTOM INTERCHANGEABLE SIGN

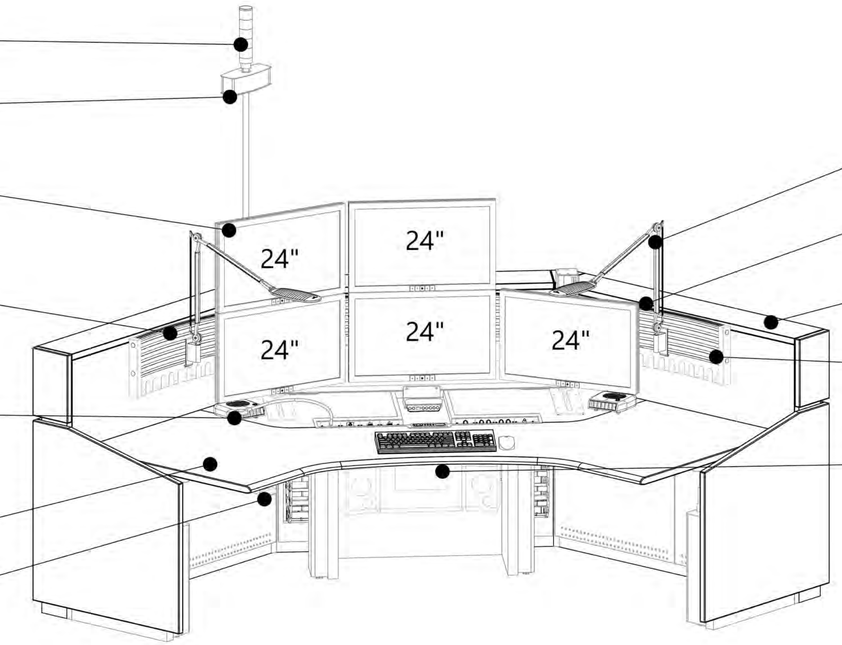
ARRAY SLATWALL MOUNTED MONITOR MOUNTS

SLATWALL MONITOR ARRAY W/ 12" ELECTRIC HEIGHT ADJUSTMENT & 8" MANUAL FOCAL DEPTH ADJUSTMENT

PERSONAL COMFORT SYSTEM (PCS) W/ DESKTOP FANS AND FORCED AIR HEATERS UNDER SURFACE

HIGH PRESSURE LAMINATE WORK SURFACE W/ COMFORT EDGE

BLUETOOTH DIGITAL DISPLAY ADA SWITCH



SLATWALL MOUNTED LED TASK LIGHT

SLATWALL MICRO PC MOUNT

LIFT-OFF STEEL TOP CAP

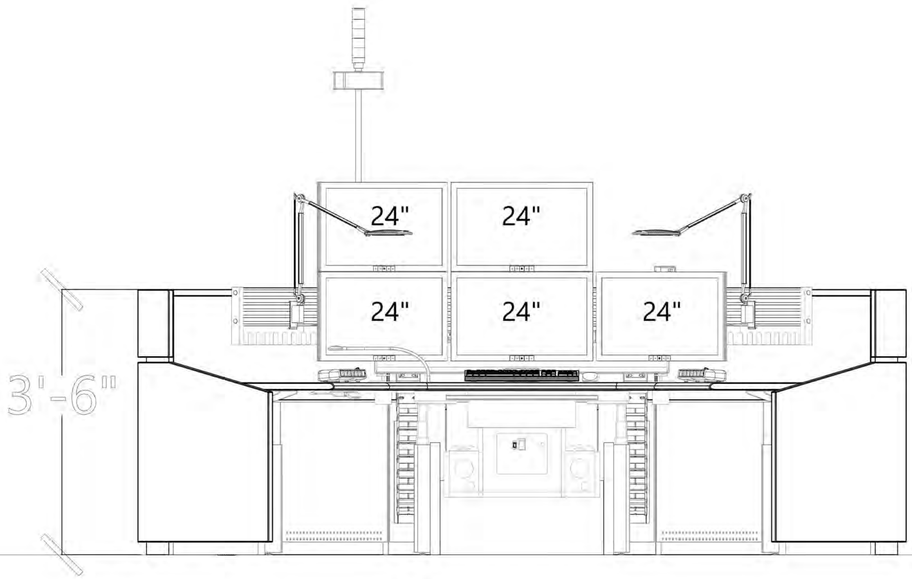
ABOVE SURFACE AMBIENT LIGHT (BLUE)

FOOTWELL LIGHT (BLUE)

PERSPECTIVE VIEW

CONSOLE DASHBOARD WITH:

- 2 - USB POWER OUTLETS
- GOOSENECK TASK LIGHT W/ DIMMER
- STATUS INDICATOR SWITCH
- CONSOLE CONTROLS
- PCS CONTROLS
- AMBIENT LIGHT DIMMER



FINISH FLOOR

A ELEVATION VIEW

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8189 Byron Rd, Whittier, CA 90606 (800) 350-2445

CUSTOMER

CUSTOMER:
WILLIAMSON COUNTY EMERGENCY COMM
PROJECT ADDRESS:
911 TRACY CHAMBERS LANE
GEORGETOWN, TX 78626

PROJECT

PROJECT NAME:
PSAP CONSOLE MODERNIZATION

PROJECT INITIATION DATE:
03/14/2022

CONSOLE TYPE: FLEX

NUMBER OF POSITIONS: 28

SCALE:
1" = 1' - 0"

SALES EXECUTIVE
MATT GAWIN

DESIGNER
JESSE GREEN

SHEET INDEX

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SHEET DESCRIPTION
ELEVATION A

DRAWING #	OPTION	REV.	SHEET
PN-10050-01	1	B	4 / 7

STATUS INDICATOR LIGHT

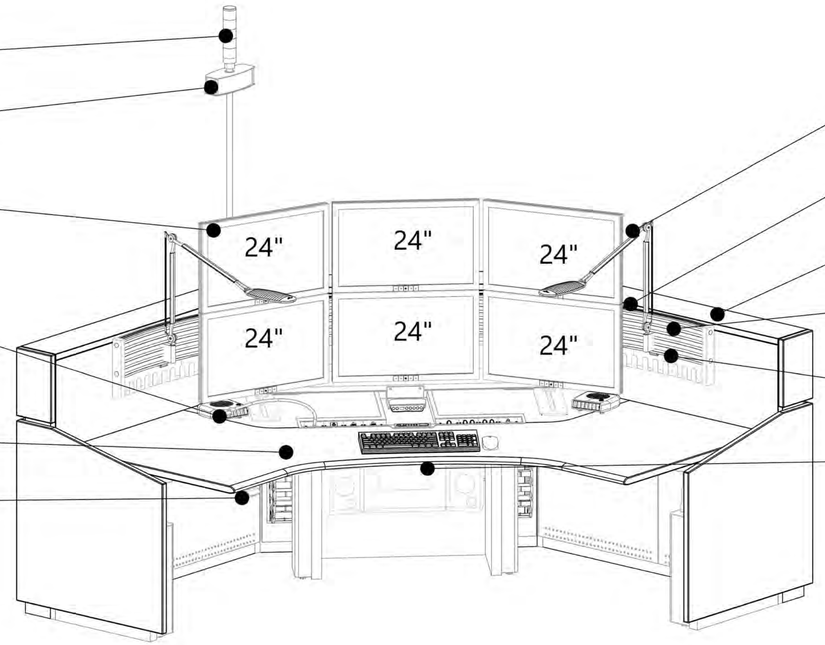
CUSTOM INTERCHANGEABLE SIGN

ARRAY SLATWALL MOUNTED MONITOR MOUNTS

PERSONAL COMFORT SYSTEM (PCS) W/ DESKTOP FANS AND FORCED AIR HEATERS UNDER SURFACE

HIGH PRESSURE LAMINATE WORK SURFACE W/ COMFORT EDGE

BLUETOOTH DIGITAL DISPLAY ADA SWITCH



SLATWALL MOUNTED LED TASK LIGHT

SLATWALL MICRO PC MOUNT

LIFT-OFF STEEL TOP CAP

SLATWALL MONITOR ARRAY W/ 12" ELECTRIC HEIGHT ADJUSTMENT & 8" MANUAL FOCAL DEPTH ADJUSTMENT

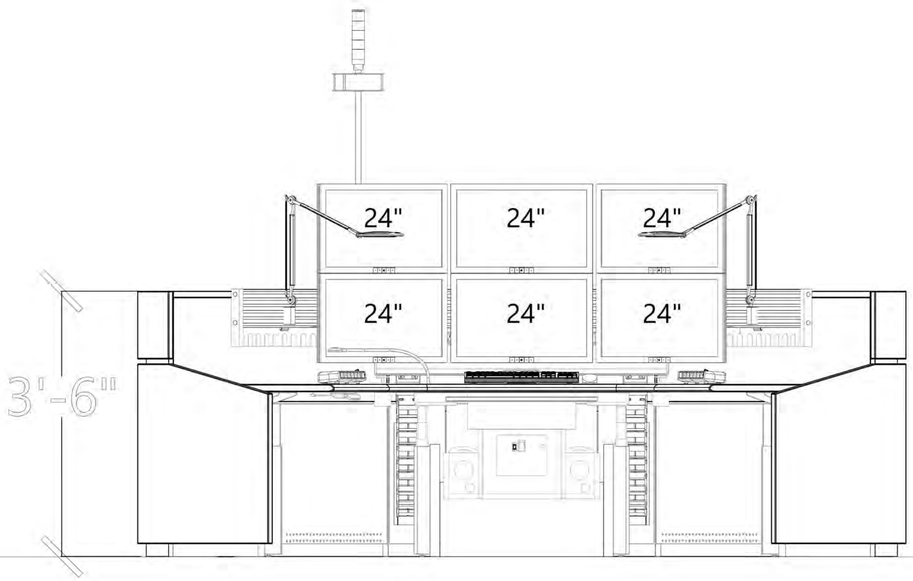
ABOVE SURFACE AMBIENT LIGHT (BLUE)

FOOTWELL LIGHT (BLUE)

PERSPECTIVE VIEW

CONSOLE DASHBOARD WITH:

- 2 - USB POWER OUTLETS
- GOOSENECK TASK LIGHT W/ DIMMER
- STATUS INDICATOR SWITCH
- CONSOLE CONTROLS
- PCS CONTROLS
- AMBIENT LIGHT DIMMER



FINISH FLOOR

B ELEVATION VIEW

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CUSTOMER

CUSTOMER:
WILLIAMSON COUNTY EMERGENCY COMM

PROJECT ADDRESS:
911 TRACY CHAMBERS LANE
GEORGETOWN, TX 78626

PROJECT

PROJECT NAME:
PSAP CONSOLE MODERNIZATION

PROJECT INITIATION DATE:
03/14/2022

CONSOLE TYPE: FLEX

NUMBER OF POSITIONS: 28

SCALE:
1" = 1' - 0"

SALES EXECUTIVE
MATT GAWIN

DESIGNER
JESSE GREEN

SHEET INDEX

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1B	11/21/22	UPDATED WALLS ON BACK TO BACK	TC

SHEET DESCRIPTION
ELEVATION B

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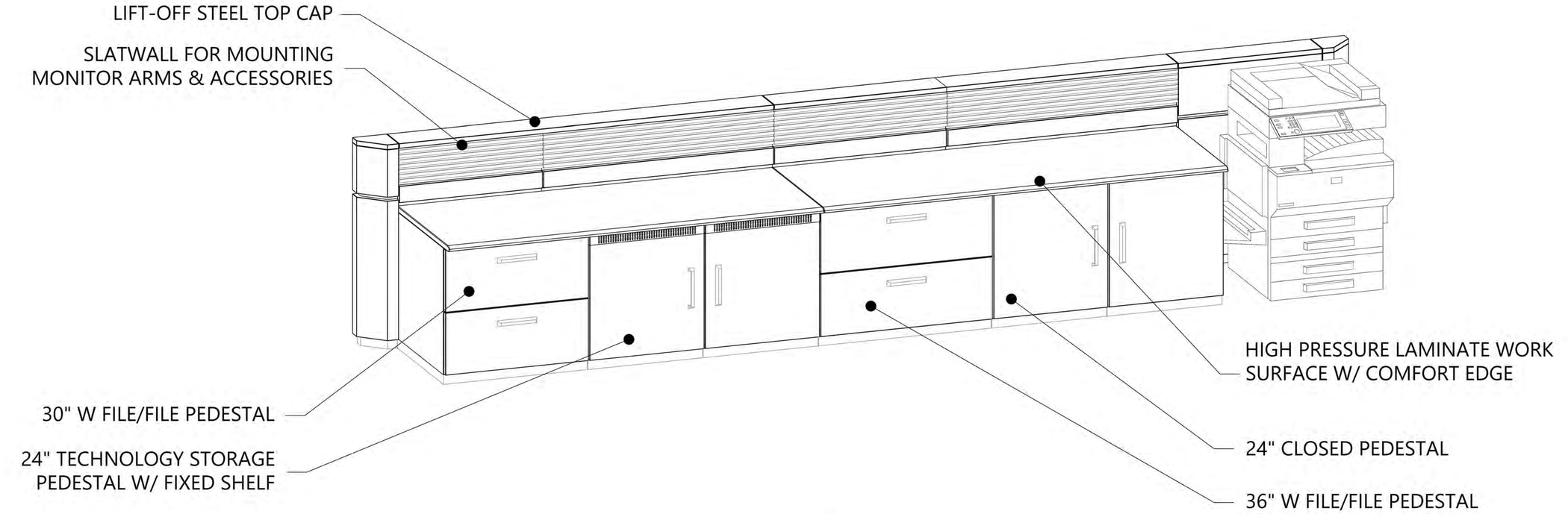
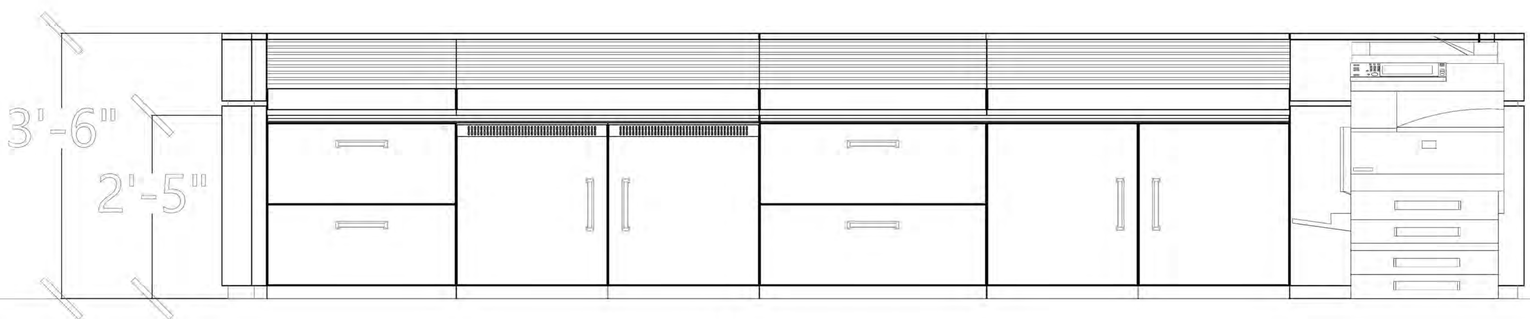
DRAWING #	OPTION	REV.	SHEET
PN-10050-01	1	B	5 / 7



PERSPECTIVE VIEW



FINISH FLOOR

C ELEVATION VIEW

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russbassett
8189 Byron Rd, Whittier, CA 90606 (800) 350-2445

CUSTOMER

CUSTOMER:
WILLIAMSON COUNTY EMERGENCY COMM
PROJECT ADDRESS:
911 TRACY CHAMBERS LANE
GEORGETOWN, TX 78626

PROJECT

PROJECT NAME:
PSAP CONSOLE MODERNIZATION

PROJECT INITIATION DATE:
03/14/2022

CONSOLE TYPE: FLEX
NUMBER OF POSITIONS: 28

SCALE:
1" = 1' - 0"

SALES EXECUTIVE
MATT GAWIN

DESIGNER
JESSE GREEN

SHEET INDEX

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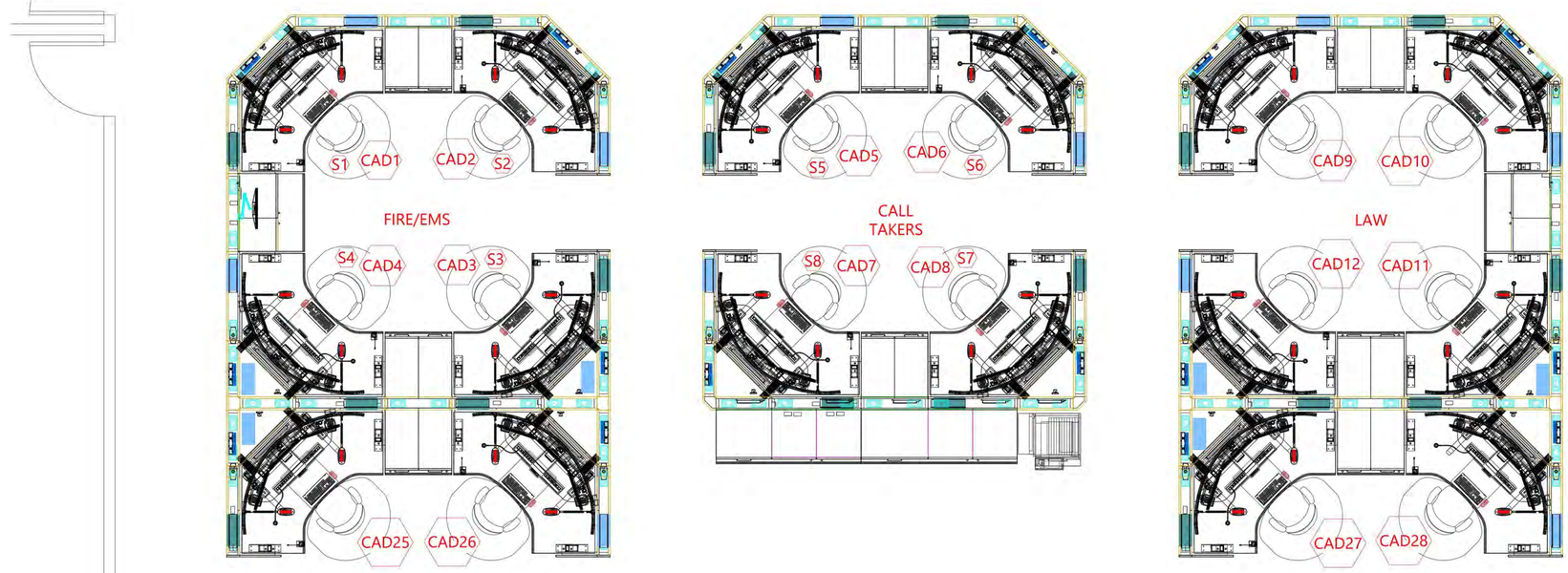
1B	11/21/22	UPDATED WALLS ON BACK TO BACK	TC

SHEET DESCRIPTION
ELEVATION C

DRAWING #	OPTION	REV.	SHEET
PN-10050-01	1	B	6/7



EQUIP.	DESCRIPTION
	CAD CPU - 7"x17"
	911 CPU - 7"x7"
	RADIO CPU - MICRO PC

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DESIGNER
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SHEET DESCRIPTION
EQUIPMENT FIT

DRAWING #	OPTION	REV.	SHEET
PN-10050-01	1	B	7/7

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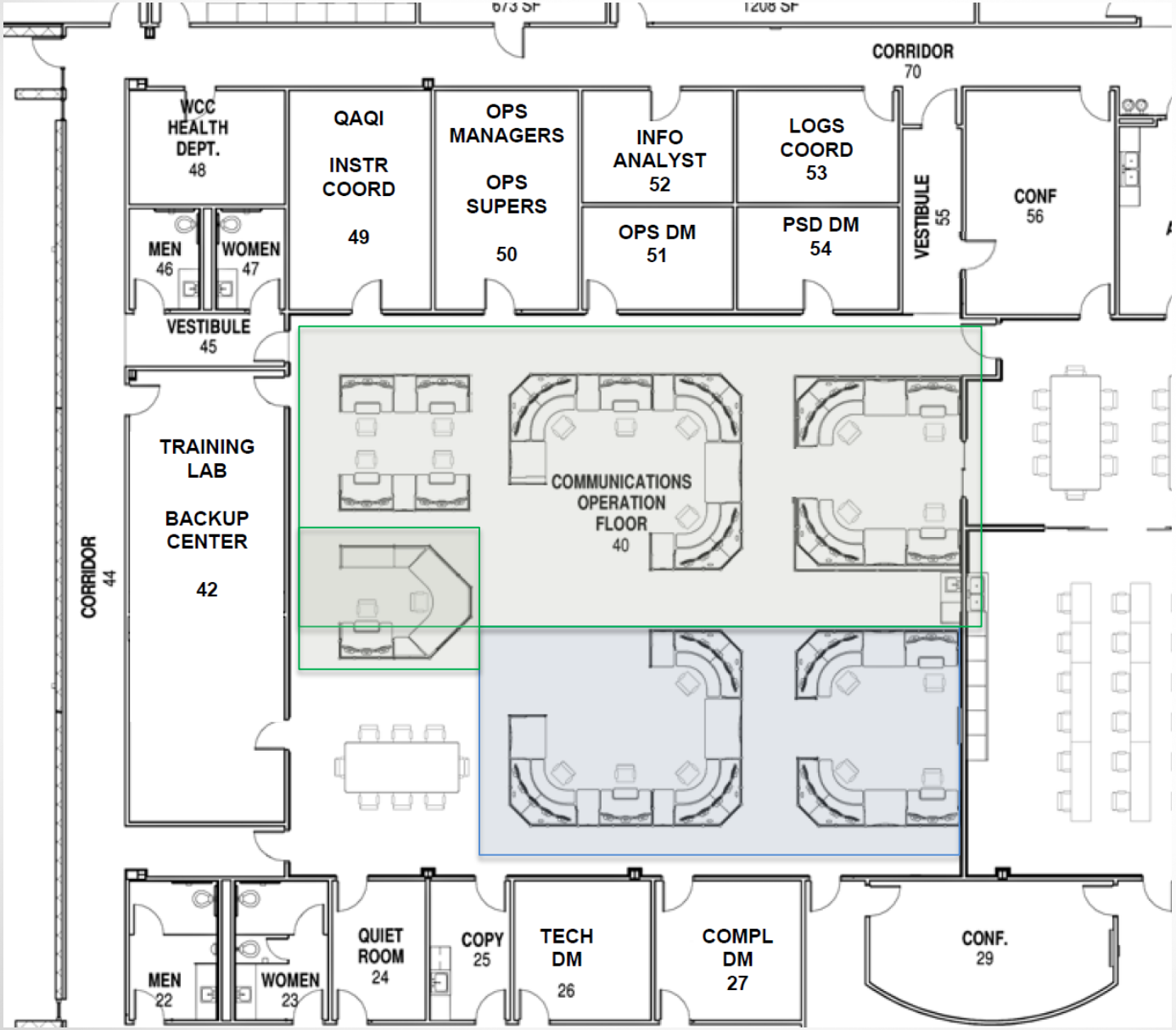
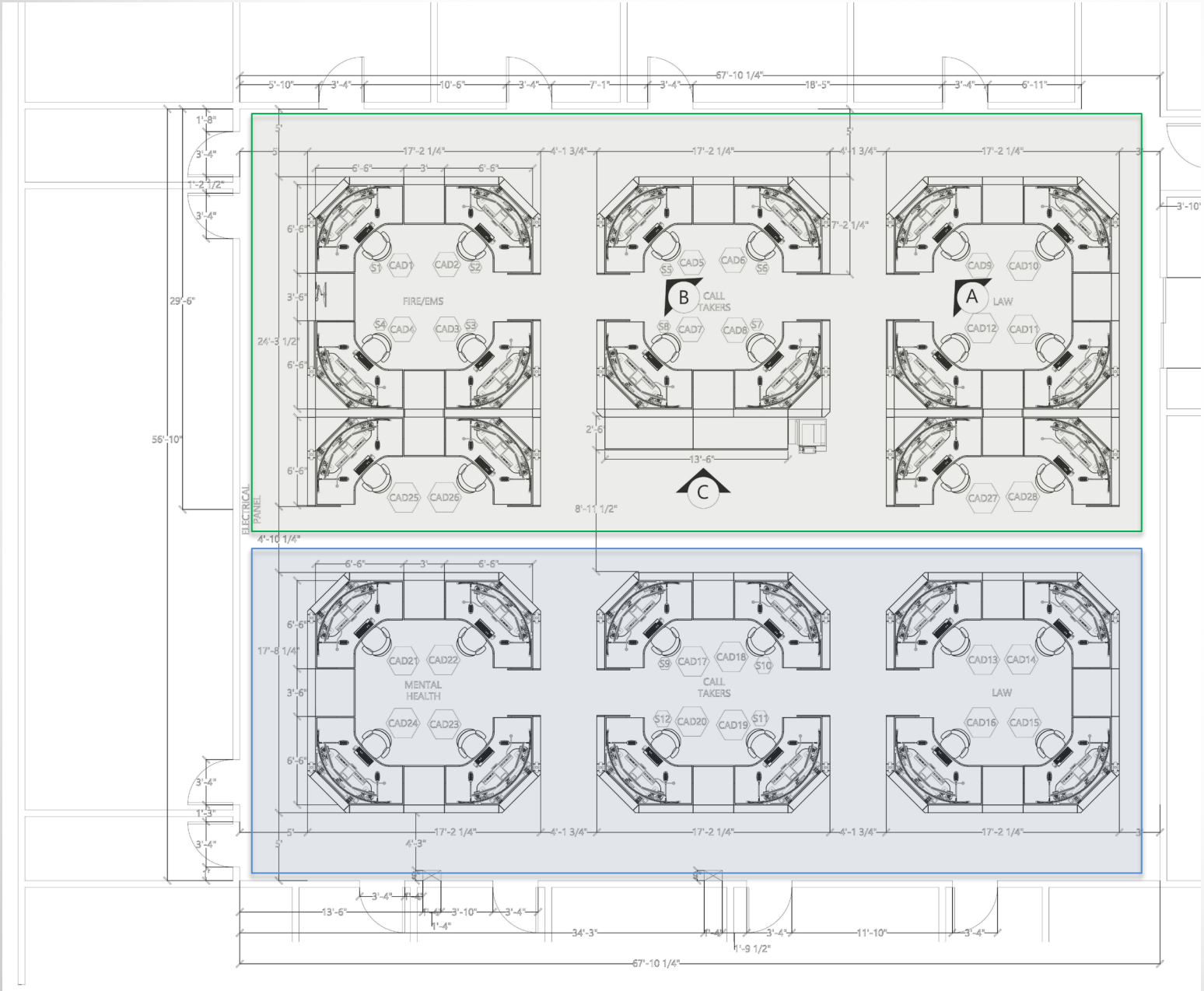
PHASE PLAN (REMOVAL)



PHASE 1
(14) POSITIONS REMOVED

PHASE 2
(8) POSITIONS REMOVED

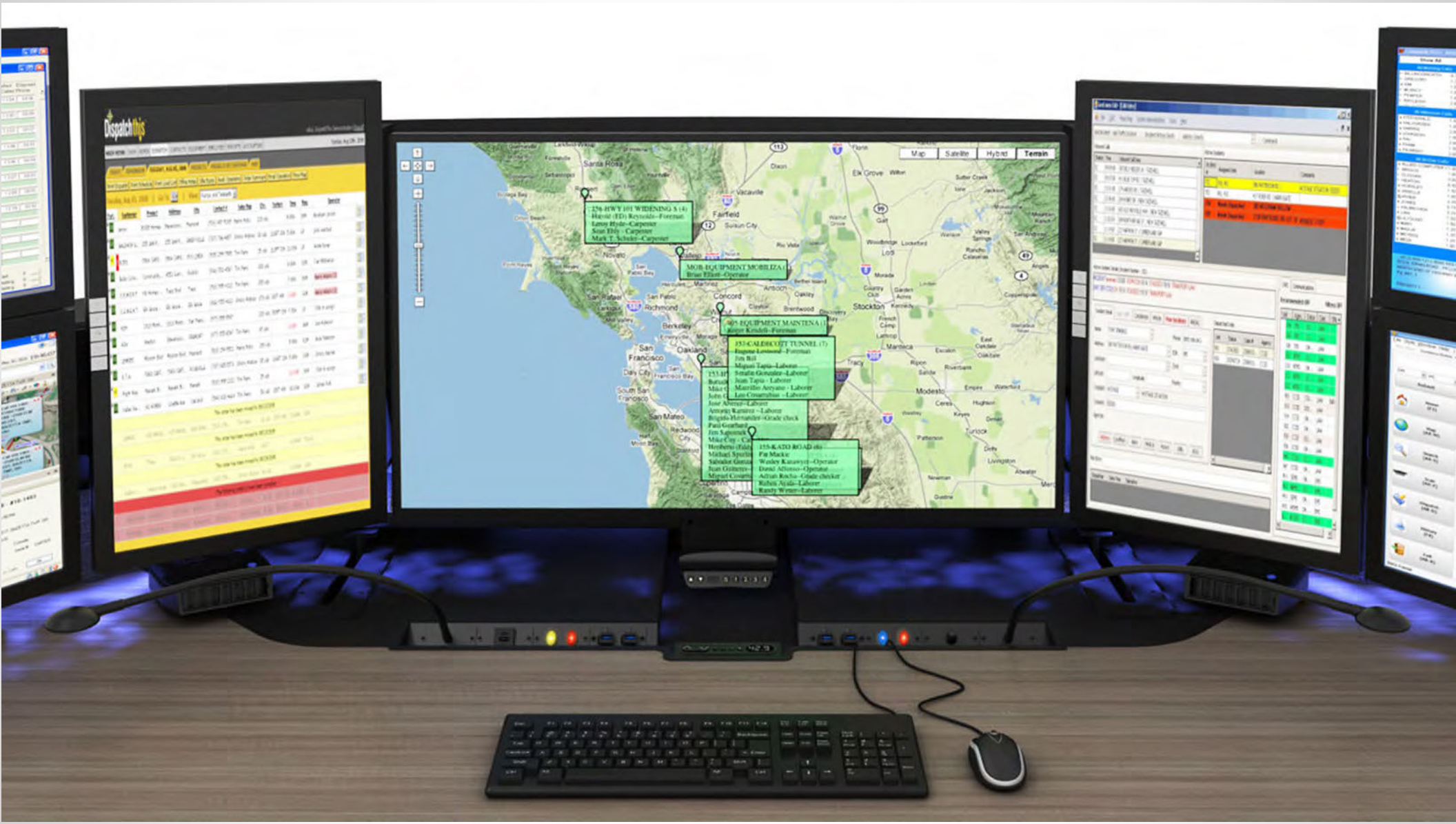
PHASE PLAN (NEW CONSOLE INSTALLATION)



PHASE 1
(16) POSITIONS INSTALLED

PHASE 2
(12) POSITIONS INSTALLED

2022 CONFIGURABLE DASHBOARD



RECESSED DASHBOARD FOR SIMPLE, INTUITIVE INTERACTION WITH ALL CONSOLE CONTROLS

PROPOSED LOCATION FOR PERSONAL CONVENIENCE OUTLETS, GOOSENECK TASK LIGHT, MANUAL "HELP" LIGHT SWITCH, ANY HOT-SWAP USB KEYSTONES, HEIGHT ADJUSTMENTS, PERSONAL COMFORT SYSTEM CONTROLS AND AMBIENT LIGHTING DIMMER SWITCH

BRIEF DEMONSTRATION VIDEO IS AVAILBLE HERE

2022 ENHANCEMENTS

THE 2022 RUSS BASSETT SIT-STAND ARRAY CONSOLE HAS SIGNIFICANT ENHANCEMENTS OVER WHAT WAS SEEN AT HAYS COUNTY INCLUDING A RECESSED DASHBOARD, IMPROVED REDUNDANT ANTI-COLLISSION TECHNOLOGY AND ROLL OFF TECH PED COVERS

russbassett

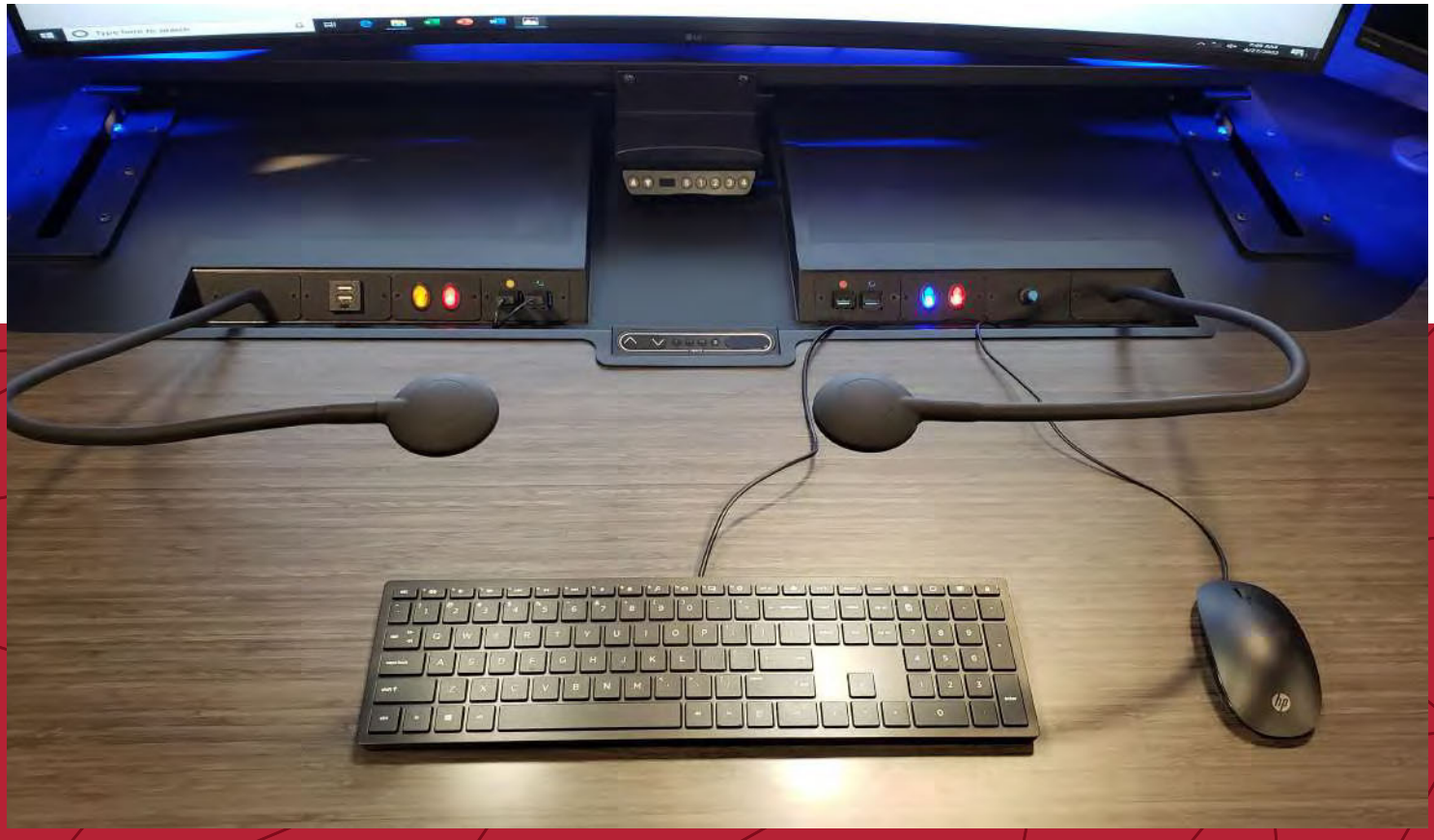
New and Improved Adjustable Monitor Array Sit-Stand Consoles

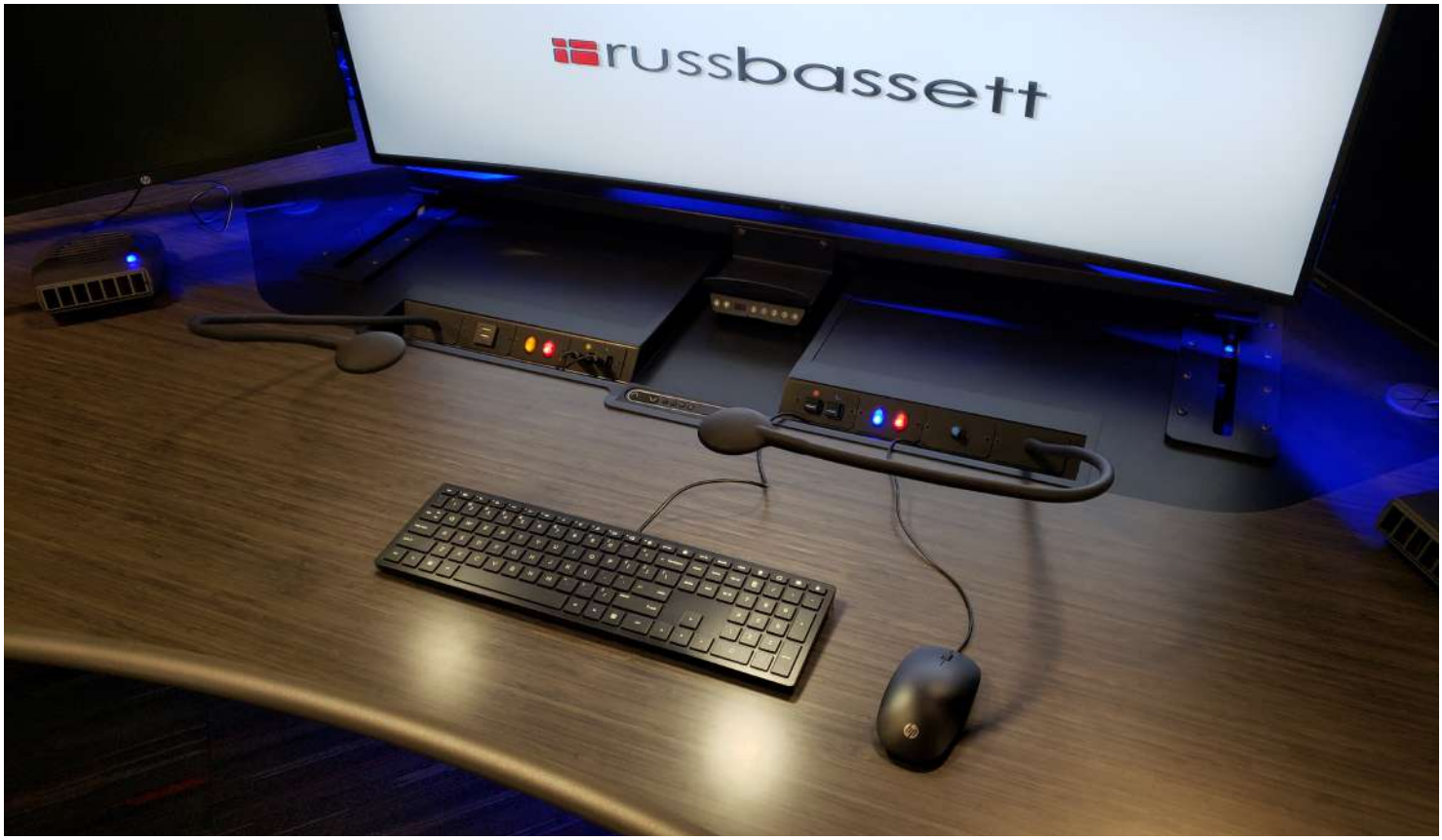
Dear Valued and Prospective Russ Bassett Customers,

Like automotive manufacturing, console furniture design regularly evolves around new technology, innovation, and customer feedback.

We are excited to introduce the new and improved, 2022/23 model year adjustable monitor array sit-stand to our already market leading Flex and Define Console product platforms!

The new adjustable array sit-stand console model features a Sub-Flush Dashboard to allow the bottom bezel of the monitors to get even lower, extra Dashboard Cartridge bays for added convenience and control functionalities, compressed monitor array envelope enhancing ergonomic focal depth adjustment, an upgraded array height controller, a removable rear monitor array shroud, and additional anti-collision technology.





Here is a little more information on each enhancement:

SUB-FLUSH DASHBOARD

The dashboard has been recessed into the work surface for a cleaner look and to allow monitors to get even lower. Monitors can now skim just above the work surface, provided the Personal Comfort System fans are moved out of the way. Our previous model was already supportive of a neutral-to-downward gaze, but for those customers who have stacked monitor applications and are coming from a “split-surface”, allowing the monitors to get closer to the large single piece work surface reduces the challenge of the change for the team.

EXTRA DASHBOARD BAYS

The Dashboard has been redesigned to utilize a new Faceplate design, which is smaller than the old spring cartridges. Combined with moving the desktop controller to the center, this change now gives the customer eight (8) configurable bays rather than six (6). This means there are more configuration options and removes the challenge of running out of ports for control functions when you want to do it all (manual situational awareness light switches, gooseneck lights, USB ports, convenience power, ambient lighting dimmer).

COMPRESSED ARRAY DEPTH

This new array design requires a shallower structure behind it, which has allowed us to push the array about 4" further back relative to the front of the work surface. This change has multiple advantages including more available monitor fit width, the capability to get the monitors further away, which is particularly helpful when larger screens are used and also that the Dashboard is always exposed even at full forward array position.

ARRAY CONTROLLER UPGRADE

The new array lift system includes a nice height control that is located at the same point as the focal depth handle and now includes a digital display reading the array height in inches (0 to 11), height memory presets and can display error codes in the unlikely situation your monitor array requires service.

REMOVABLE REAR SHROUD

To enhance users' line of sight to video walls and out from Supervisory positions, we have changed the monitor array structure in a way that makes the rear shroud purely cosmetic. Still desirable in open plan environments, when and where appropriate, it can be removed!

NEW COLLISION DETECTION TECHNOLOGY

Last but not least, we have integrated a new collision detection technology into the 2022/23 Array Console that provides an additional level of protection if a collision should happen outside the area of the currently deployed lap bar. This new system utilizes gyro, accelerometer and vibration detection sensors to provide additional protection and will be used in conjunction with the lap bar. We are the only manufacturer on the market with redundant collision detection systems.

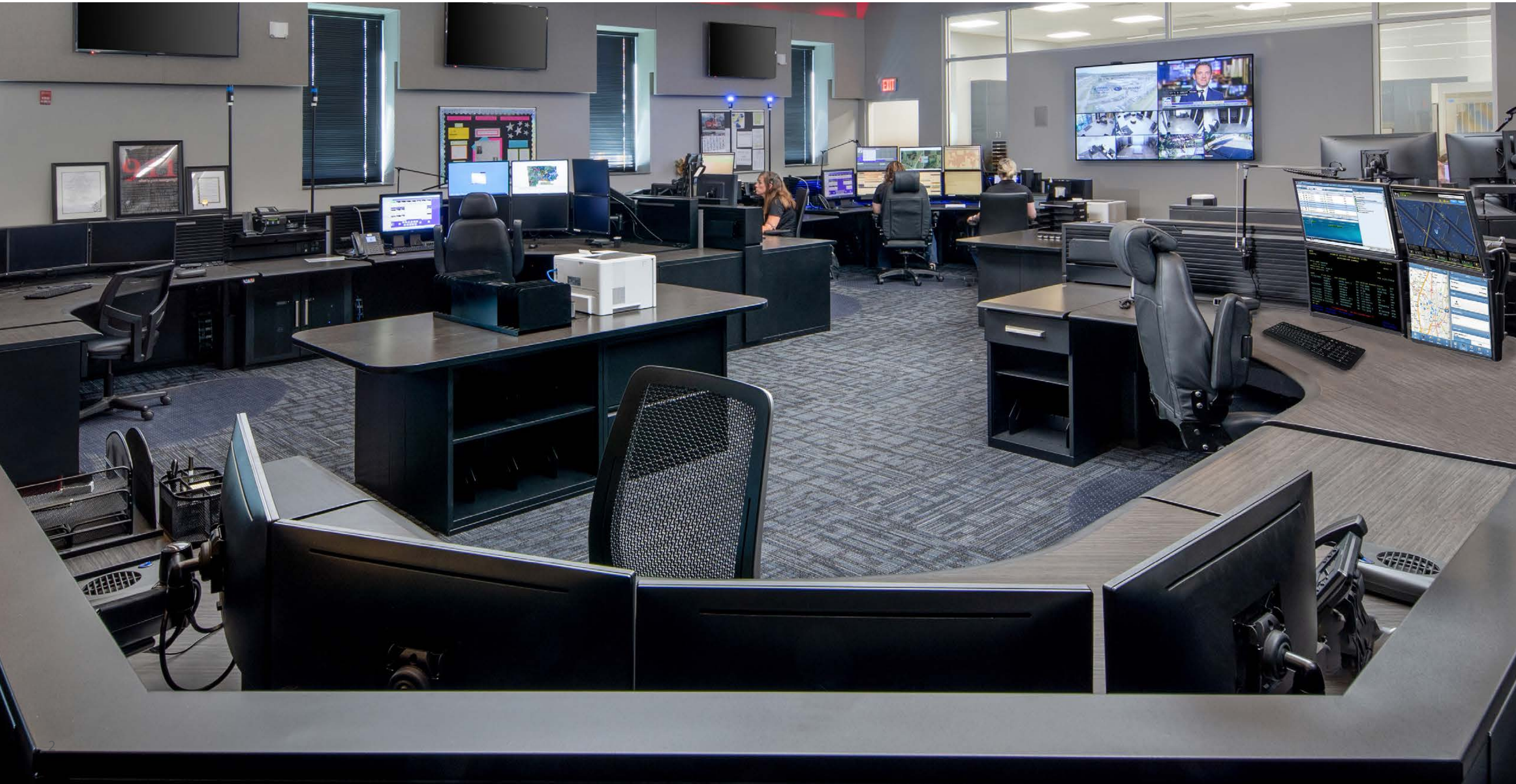
FlexConsoles

russbassett

THE FLEX ADVANTAGE

Console furniture designed to directly support your team's communication, health and engagement goals.

Choose from a variety of shapes and sizes to create a workplace that meets your operator and technology needs, today and tomorrow.

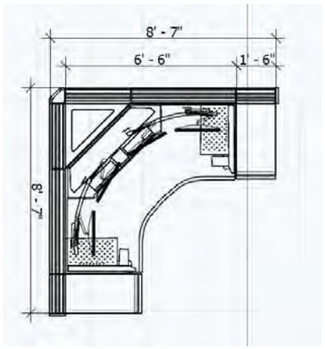


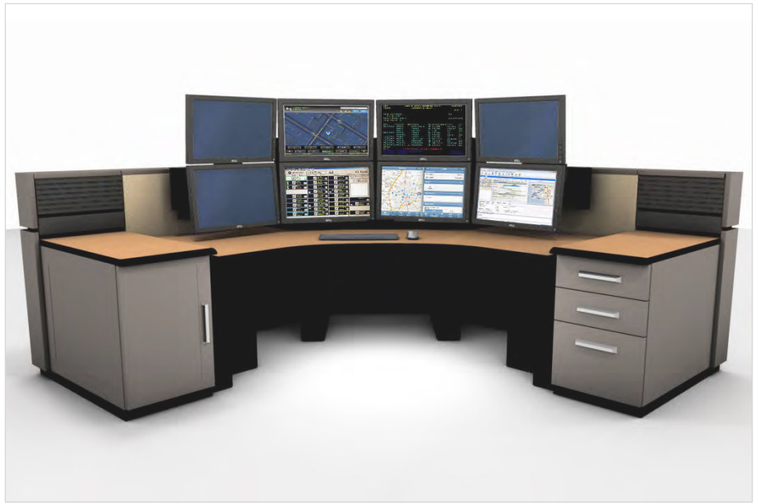
GIVING YOU THE FREEDOM TO CHOOSE

Both corner and linear consoles consume a similar footprint which gives you the freedom to choose the style that is right for your team.

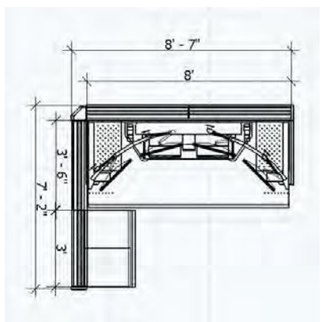
This side-by-side comparison shows 42 corner consoles and 42 linear consoles planned into the same space.

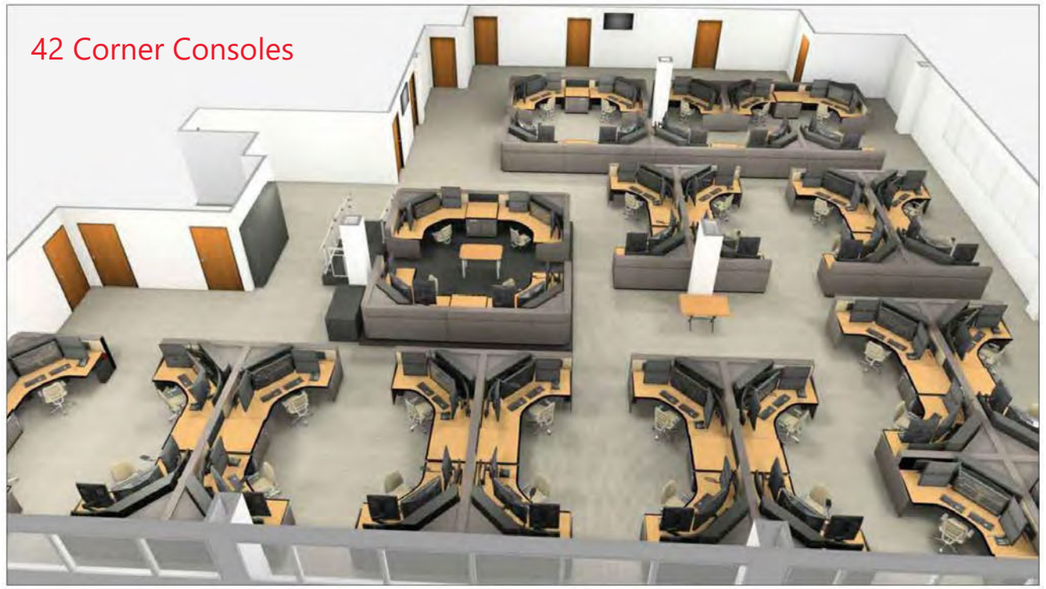
90° Corner Console

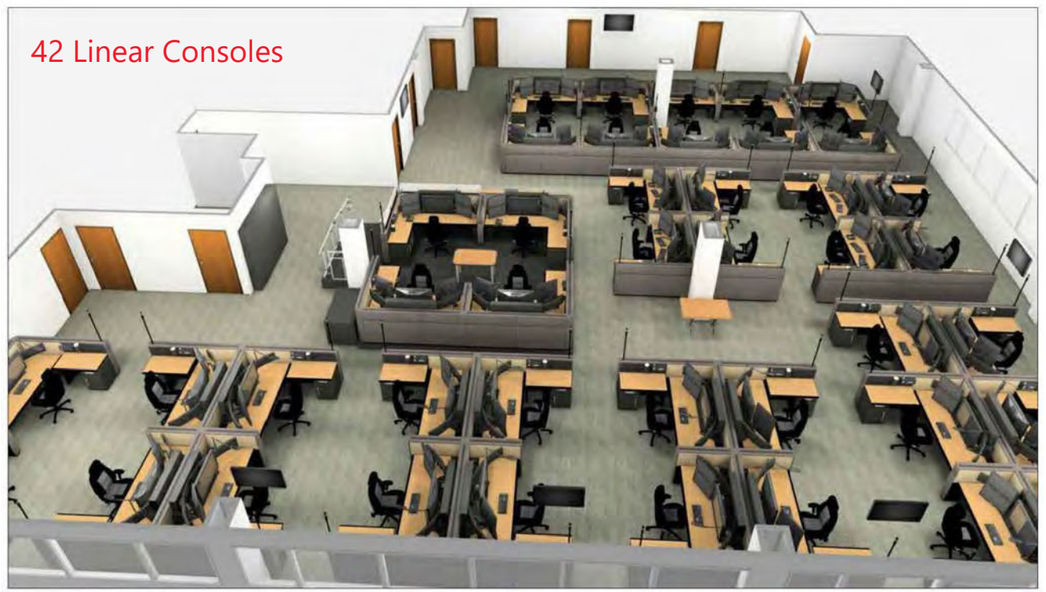




Linear Console

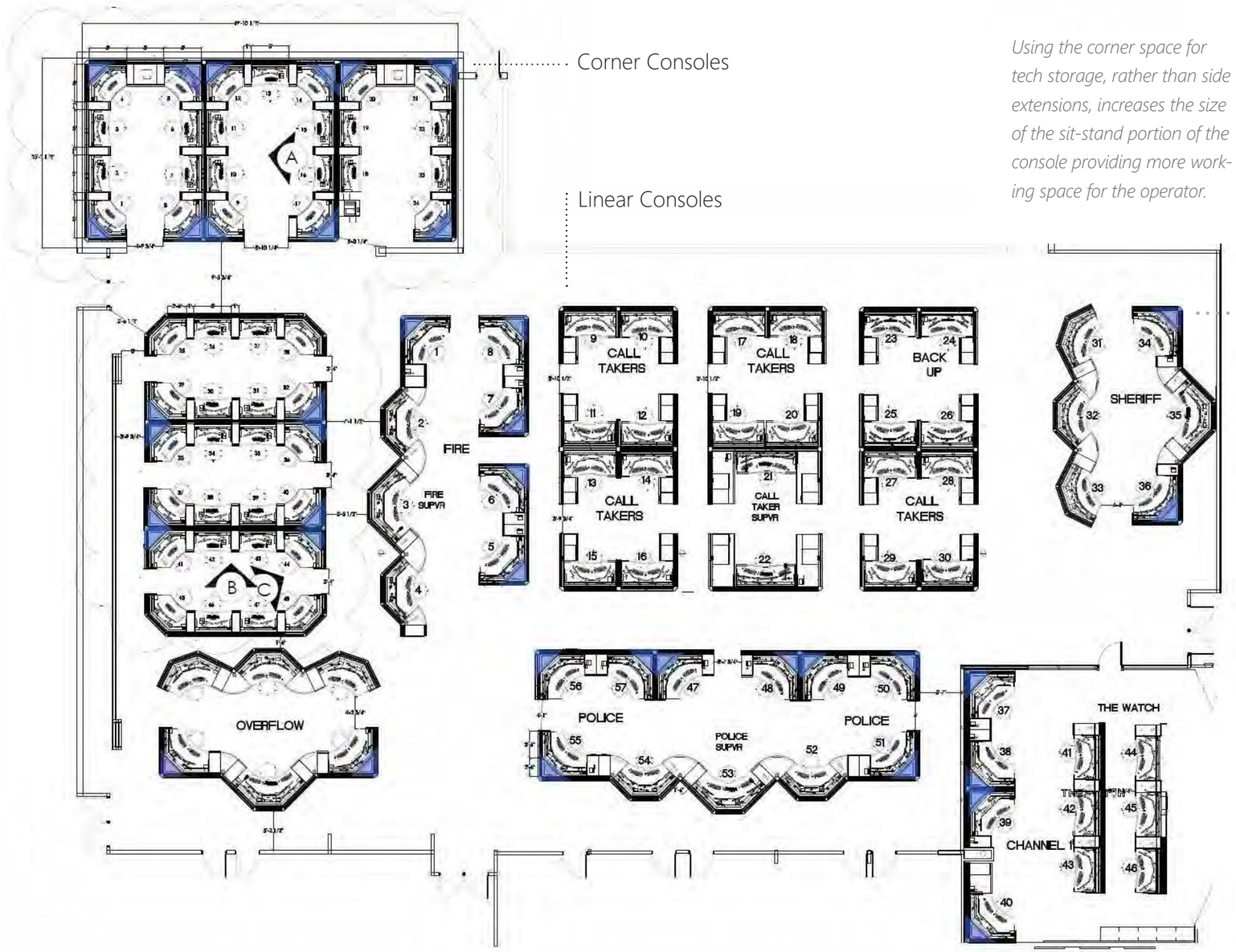






MAXIMIZING SPACE AND WORK FLOW

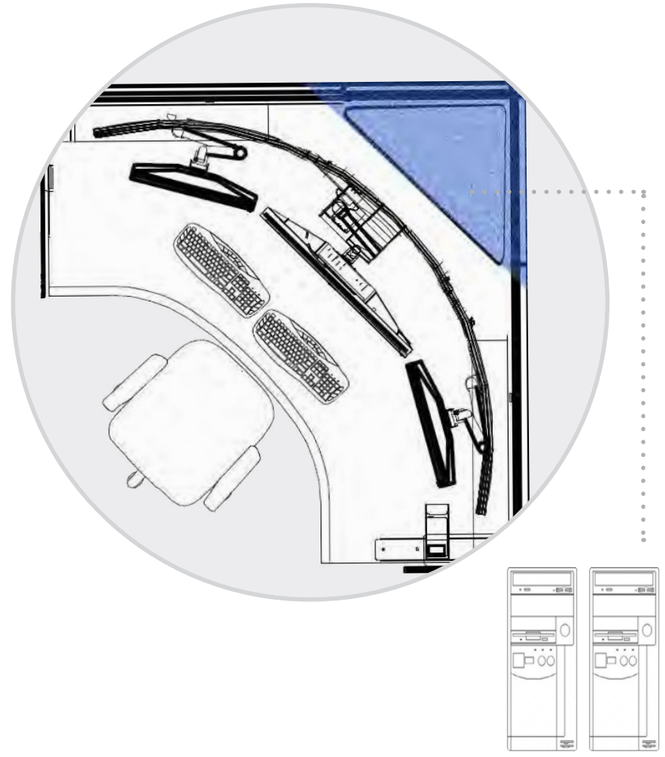
For agencies with unique room architecture or dedicated response teams, consider planning with corner and linear consoles to improve use of space, traffic and communication flow.



ZERO WASTE!

Russ Bassett 90° corner consoles make use of the back corner for technology and equipment storage. Zero wasted space means teams can choose a corner console and know they are getting a workstation that is comfortable and space efficient.

Using the corner space for tech storage, rather than side extensions, increases the size of the sit-stand portion of the console providing more working space for the operator.



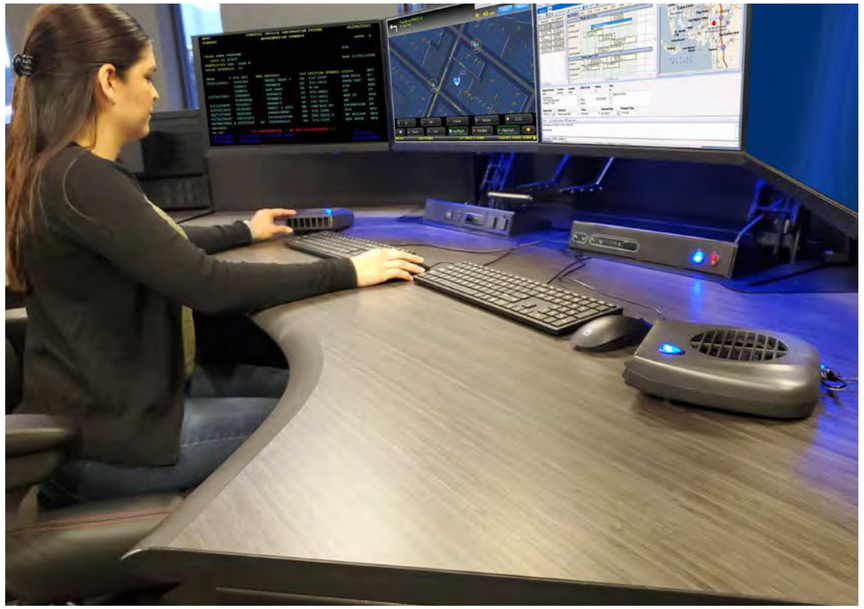
This consolidated agency selected a blend of console shapes and sizes to best support workflow and the varied technology requirements including the number of monitors and equipment storage.

SINGLE SURFACE, DUAL LIFT

Heavy duty lifting columns support a height adjustable surface. A second set of lifting columns support a height adjustable monitor array.

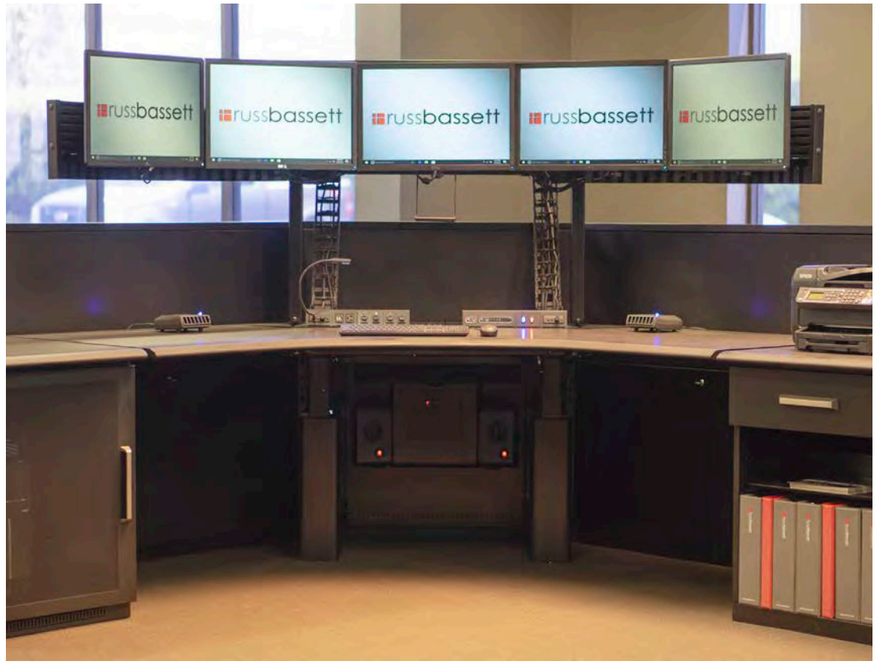
Adjusting the worksurface and monitor simultaneously or independently delivers ergonomic comfort and ease of use for the tallest or most petite team members.

Single Surface



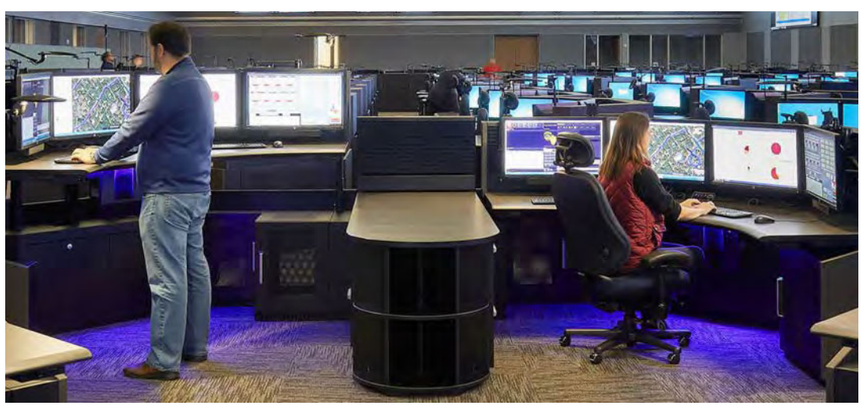
An expansive work zone helps operators stay organized and provides plenty of room for side-by-side training.

Dual Lift



- 12" Monitor Height Adjustment
- 48.7" Standing Surface Height
- 26" Sit to Stand Range
- 22.6" Seated Surface Height

Ergonomic Benefits of Single Surface, Dual Lift

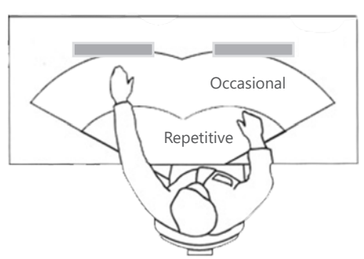


Height Adjustment

Promote musculo-skeletal health by accommodating the 95% male, the 5% female and everyone in between.

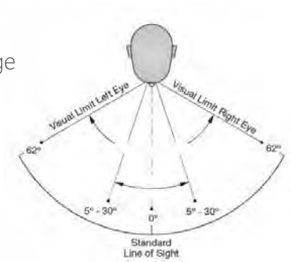
Reach Zones

To mitigate repetitive twisting and stretching, user controls are located within the dispatcher's primary reach zone.



Monitor Viewing

The curved Slatwall Monitor Array's range of height and focal depth adjustment promotes healthy viewing distance and angle, reducing eye strain and neck tension.

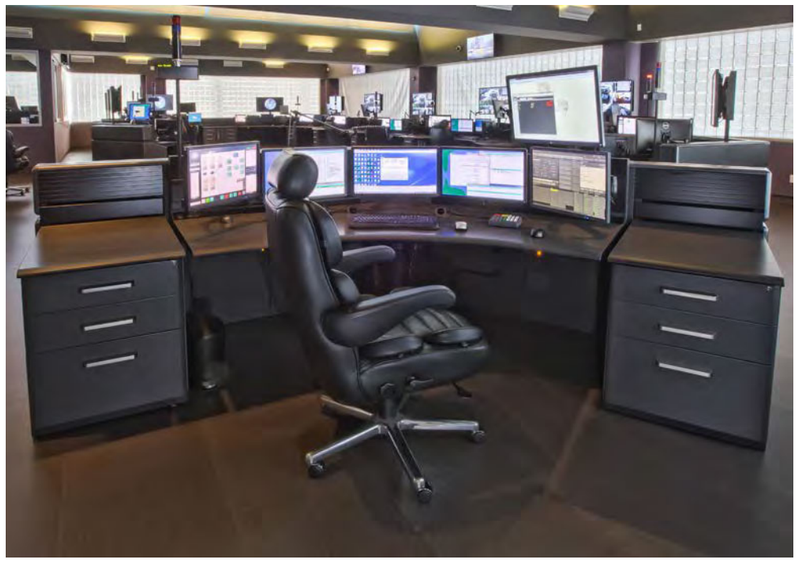


USER INTERFACE

Whether your team prefers cockpit-style positioning or a more linear approach to the work surface, Flex has you covered.

Corner

The single wrap-around surface is flanked by technology and/or personal storage.



SHARED FEATURES

Monitor Array with 12" Monitor Height Adjustment

Expansive Single Surface with 26" Sit to Stand Adjustment Range

Unencumbered Knee Space

Both console styles share a set of features that help operators remain comfortable and attentive.

Linear

A linear work zone allows operators to spread out and makes side-by-side training more comfortable.

The Endure comfort edge is directly molded to the substrate for a watertight seal and ultimate durability - no marring, no curling, no peeling.

Add optional Personal or Technical Storage Returns

SHARED FEATURES

Customizable Dashboard

Located within easy reach, your console Dashboard comes with surface height and monitor height adjustment controls. You may add up to six additional cartridges.

Accessory Options:

- Dimmable Task Light
- Quick-Connect USB Ports
- Personal Comfort System Controls
- Convenience Power
- Situational Awareness Alert
- Ambient Lighting Dimmer

Universal Personal Comfort System

Cooling and heating at the console allows operators to achieve personalized comfort throughout their shift, helping reduce tension and boost focus.

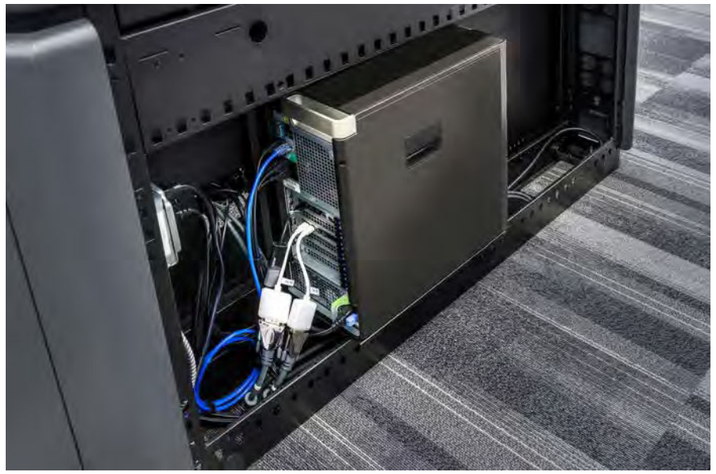
The Personal Comfort System includes two (2) under-surface, tilting heaters and two (2) freestanding desktop fans with centralized Dashboard controls. All appliances are energy efficient and ultra-quiet.

TECHNOLOGY INTEGRATION

Flex's tech integration foundation is the 7" deep, steel Technology Wall. The structure encircles the console and holds critical equipment.

Equipment Storage

The Technology Wall, including the rear corner on 90º consoles, has ample capacity for mid-sized towers and equipment.



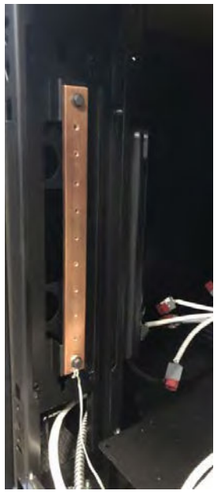
Rack Mounting

The Technology Wall and ancillary technology storage cabinets are rack mount ready.

Optional cabinets placed alongside the console expand equipment capacity.

Power, Data and Grounding

Power, data and grounding terminate within the Technology Wall.

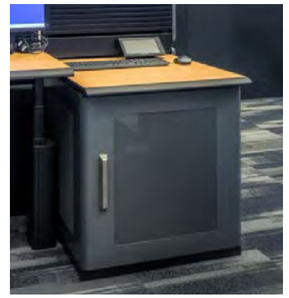


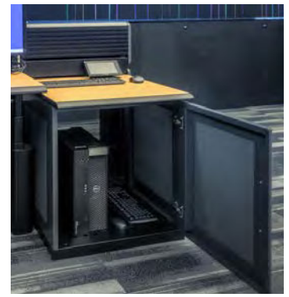
Wire Management

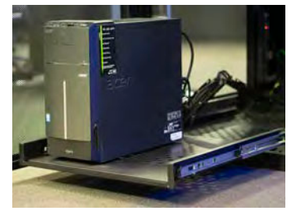
High capacity cable chases and energy chains keep power and data cords protected from crowding and disconnection.

Additional Storage

All technology cabinets are passively cooled by design. Rear cable pass-through opens to the adjacent Technology Wall. Optional pull out shelf eases access to the back of PCs and equipment.





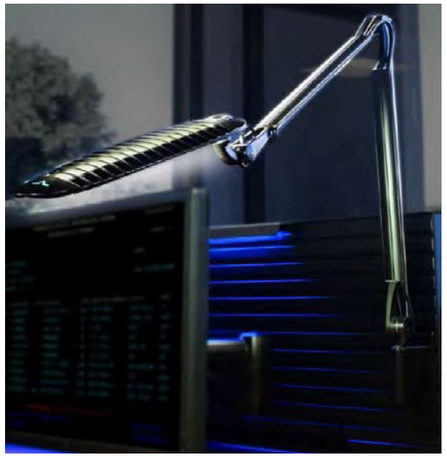


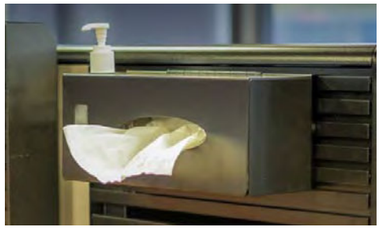
ACCESSORIES, LIGHTING & RECOGNITION

Mission critical teams are most efficient when console workspaces are comfortable and organized.

User Amenities

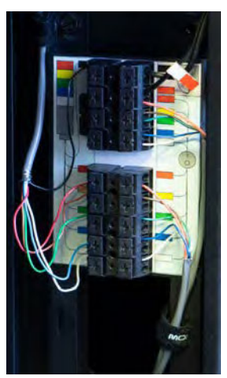
Pictured clockwise are the slatwall mounted Task Light, Sanitation Station, Keyboard Taco (other Slatwall Tools available), and Situational Awareness Light with Position Sign.

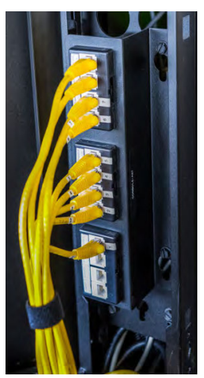


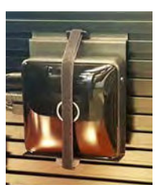


Tech Integration

Simplify installation with the Situational Awareness Light Connection Kit, Data Termination Bracket, Micro PC Mounting Bracket, and Technology Wall PC Tray.

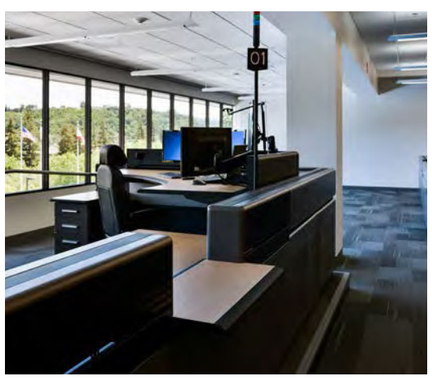






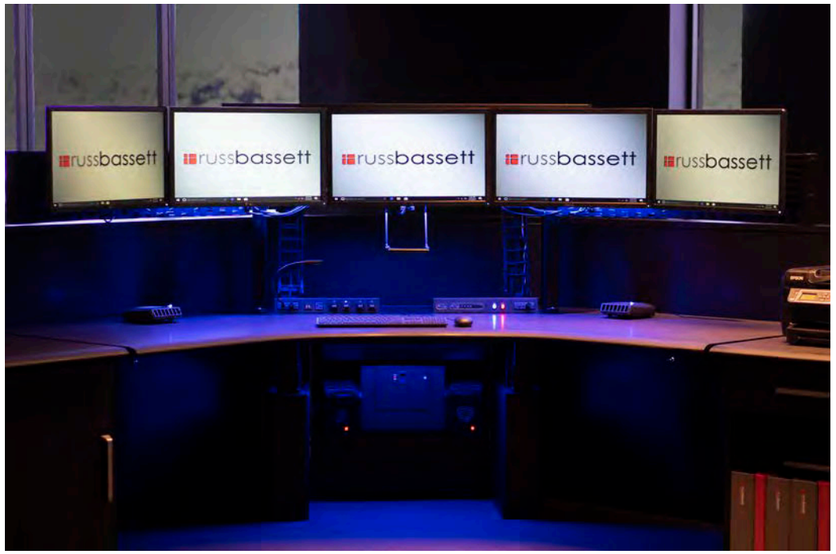
Custom Solutions

Transaction counters and other unique solutions ease work flow and help teams stay connected.



Ambient Lighting

Adjustable ambient lighting, above and below the console surface, complements conventional lighting with a calming blue tone. Blue LED lighting reduces monitor glare in ultra-bright and low light areas.



Etched Glazing

Up-lit etched glass boosts agency pride and reinforces your agency's mission.

Logo Panels

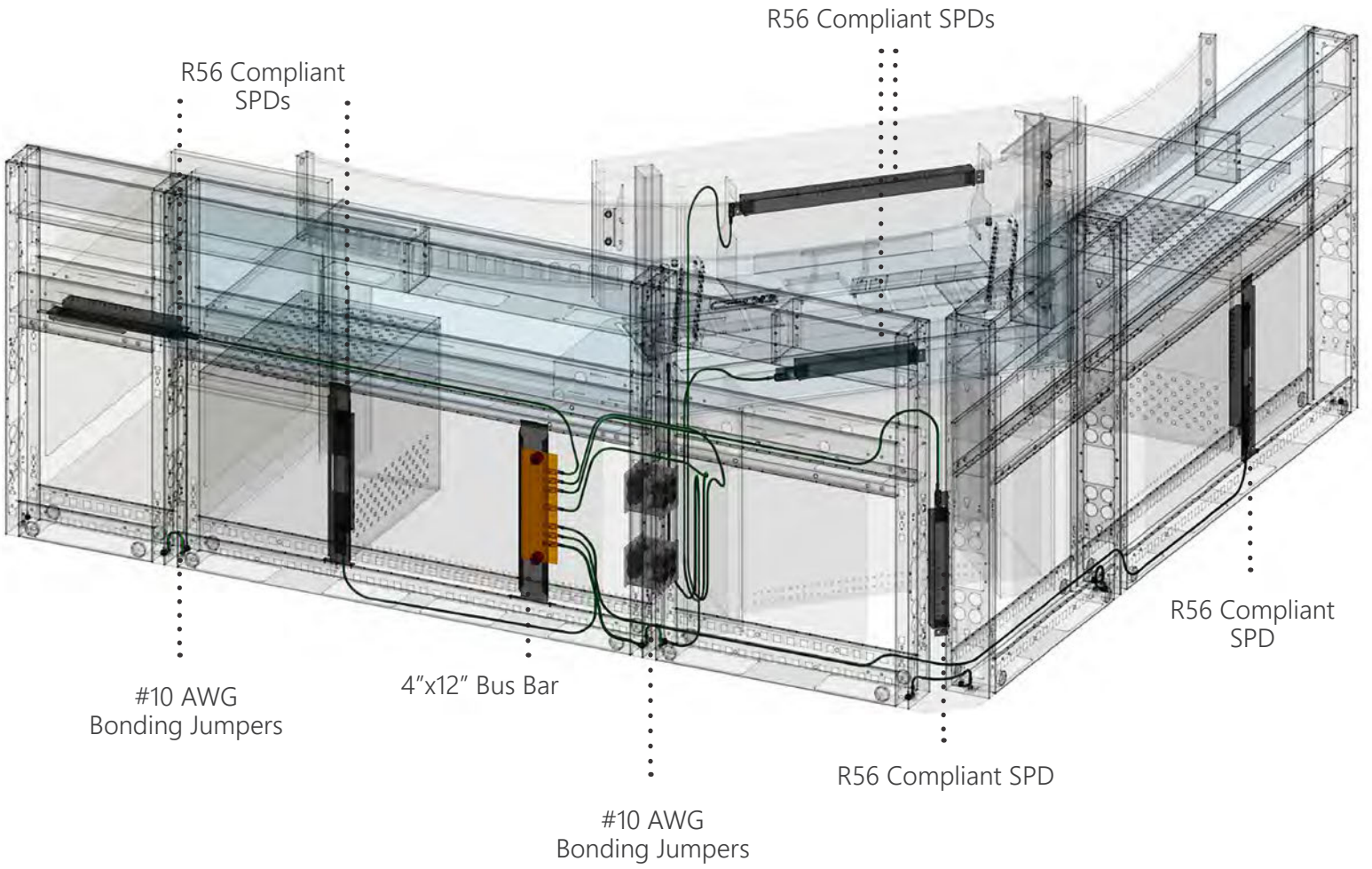
Logo panels add full-color badging for teams seeking additional way-finding and agency recognition.

Grounding

R56 COMPLIANCE 101

Developed and maintained by Motorola Solutions, R56 takes into account fire, electrical codes, tower grounding and construction codes, and industry codes to ensure fire protection, operator safety and equipment protection through proper installation, grounding, bonding, and surge protection. It is considered the industry standard for correct bonding, grounding, surge protection and installation practices for radio towers and control rooms.

Russ Bassett has collaborated closely with co-authors of the R56 standard to develop a range of R56 compliant bonding, grounding and surge protection systems to fit your needs and budget.



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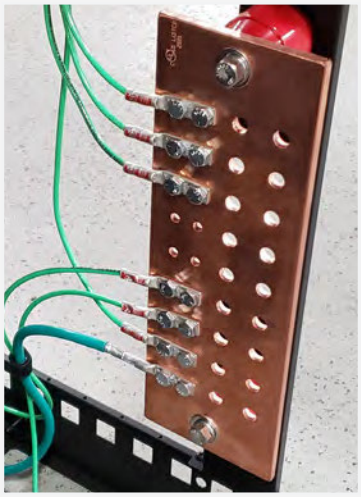
GET TO KNOW THE R56 COMPONENTS

Surge Protection Device SPD

Metal Housing, External Double-Lug Bonding Connection Site, #10 AWG Double-Lug Bonding Wire, Covered Switch

Bus Bar

4" x 12", 1/4" Thick Copper, 1/4" Holes, 3/4" O/C and 3/8" Holes, 1" O/C, #10 AWG Double-Lug Bonding Wire to Frame



Bonding Jumpers

Frame to Frame Bonding, Frame to Sit-Stand Bonding

AVAILABLE R56 KITS

KIT #1: FULL R56 COMPLIANCE

The Full R56 Compliance Kit includes one (1) R56 compliant 14-outlet SPD, one (1) R56 compliant 6-outlet SPD, one (1) 4" x 12" Bus Bar, and all required #10 AWG Bonding Jumpers for the console.

KIT #2: R56 CONSOLE AND EQUIPMENT BONDING

For customers who need to bond their equipment and console, but do not need R56 compliant SPDs, this kit delivers one (1) 4" x 12" Bus Bar, and all required #10 AWG Bonding Jumpers for the console. *NOTE: For customers using a rack-mounted PDU located within the console frame, extra-long monitor power cables will be required.*

KIT #3: R56 CONSOLE BONDING

#10 AWG Bonding Jumpers provide R56 compliant bonding of the console for customers that do not need equipment bonding or R56 compliant SPDs.

Add-On: R56 Compliant SPDs

Available separately, specify additional SPDs for peripheral technology storage areas.

NOTE: All console-integrated bonding connections are installed by our certified installers, up to and including the Bus Bar, creating a "bonded console." After console installation, a certified electrician must connect the Console Bus Bar to the Sub-Bus for the control room with #2 AWG wire, or larger conducter, to "ground" the console.

COMMUNICATION

Situational Awareness Light

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SITUATIONAL AWARENESS LIGHTS

The LED Tower Light allows multiple situations to be displayed simultaneously, signaling when an operator is available, on a call, in need of critical assistance and more.

- Lenses are visible from any direction and distance and multiple colors can light at the same time to indicate several equally relevant conditions.
- Mounting on an extension slatwall or a Flex top cap maintains a consistent height regardless of varying console positions. You can also mount to the Slatwall Monitor Array if preferred. Multiple pole lengths are available to dial in the desired height.
- Tower fixtures are pre-wired for five colors (red, amber, blue, green, white). To add an additional color in the future, simply connect the corresponding wire to activate that color.

The LED Dome light allows up to four colors (red, amber, green, blue) and up to two situations to be displayed simultaneously with a single lens.

- Lenses are visible from any direction and distance and up to two colors can light at the same time to indicate simultaneous relevant conditions.
- Mounting on an extension or a Flex top cap maintains a consistent height regardless of varying console positions. You can also mount to the Slatwall Monitor Array if preferred. Multiple pole lengths are available to dial in the desired height.
- Dome lights are pre-wired for four colors (red, amber, green, blue). To add an additional color in the future, simply connect the corresponding wire to activate that color.

SITUATIONAL AWARENESS LIGHT ACCESSORIES

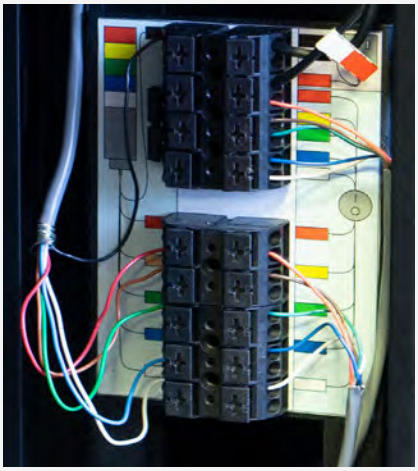
Maximize your Situational Awareness Light benefits with these optional accessories.

SIGN HOLDER

Metal-framed sign holder, with easy to remove diffusers on both sides, create instant recognition at a distance.

SUPERVISOR ALERT

Add a Supervisor Alert Switch at each position for immediate and unmistakable critical assistance requests. The back-lit toggle is available in multiple colors and sits within easy reach of the operator.



CONNECTION KIT

The Status Light Connection Kit powers your Status Light and makes wiring and switching easy.

OPERATOR COMFORT & FOCUS

Personal Comfort System

russbassett

COMPLETE COMFORT WITHIN REACH

Cooling and heating at the console allows operators to achieve personalized comfort throughout their shift, helping reduce tension, increase energy, and boost focus.

Personal Comfort System (PCS)

- 2 movable desktop fans
- 2 directionally adjustable heaters, mounted below the surface
- LED-lit control switch

Fans have directional airflow adjustment.

Each heater pivots up and down to focus heat toward the lap and toward the feet.

Operators control the PCS with a single-touch switch.

ADDITIONAL FEATURES

Energy-efficient and ultra-quiet
Simple, intuitive controls
Directionally adjustable forced air heaters
Movable desktop fans
Occupancy sensor
Compatible with all Russ Bassett consoles

SPECIFICATIONS

Cooling Fan	400 fpm
Forced Air Heat	200/400W
Maximum Current Draw	4.0 Amps
Voltage	120 Volts
Controls	LED Switches
Warranty	3 Years

OPERATOR COMFORT & FOCUS

Gooseneck Task Light

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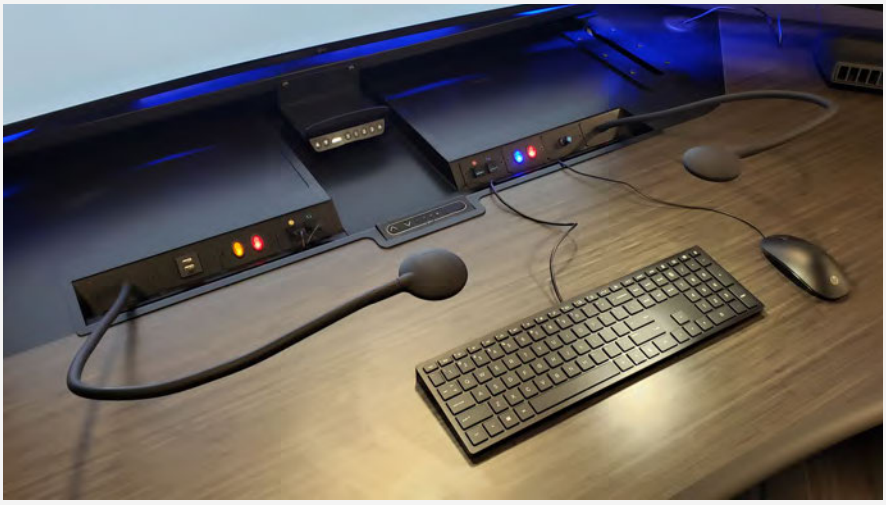
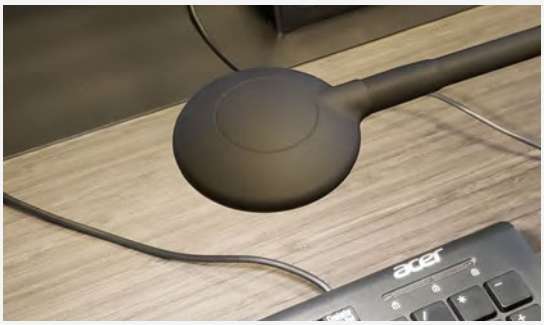
LIGHTING WHERE YOU NEED IT

The Russ Bassett Gooseneck LED Task Light is moveable and fully dimmable. It's positioned below the monitors to reduce screen glareand it provides a natural, even light that is ideal for calming eye strain in monitor intensive environments.



Gooseneck LED Task Light

- Located at the dash, consoles can be specified with one or more Task Light Dash Plates.
- The Touch Dimmer is on the lamp head for easy reach and allows the user to adjust lighting for optimal comfort in full-light environments and in lower-light applications.



Shielded lamp prevents screen glare.

Touch Dimmer onthe lamp head provides easy-reach control.

FEATURES

Energy-efficient LED
Simple, intuitive control
Light pivots 180° up, down and side-to-side Bulb hood provides additional control of light flood direction
Compatible with all Russ Bassett Array consoles
Certified to meet FCC CFR Title 47 Part 15 Class B

SPECIFICATIONS

Power	150mA @ 12 Volts 38
Light Output	lumens
Color Temperature	4000K
Color Rendering Index	85CRI
LED Life Span	60,000 hours
Gooseneck Finish	Silicone rubber wrapped
Gooseneck Length	24"

OPERATOR COMFORT & FOCUS

LED Task Light

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SLATWALL MOUNTED L.E.D. TASK LIGHT

Give each operator control of the lighting in their immediate work environment. The slatwall mounted LED task light allows each user to control the light level at their workstation for optimal comfort, reducing eye strain and fatigue.

Adjustment & Control

- With 28" of reach, the slatwall mounted LED Task Light provides ample coverage of the operator's worksurface.
- The single-point, soft-touch power/dimmer control is located within convenient reach at the top of the task light.

Light Settings

- Three light settings allows the user to adjust lighting for optimal comfort in full-light environments and in lower-light applications.

FEATURES

Dimmable LED Light with three dimmer settings
Double extension counterbalanced arm
Slatwall mounted to save valuable workspace
Light head pivots 90° vertically and horizontally
Folds out of the way when not in use
Refractive lens creates an even, clear light pool

SPECIFICATIONS

Color Temperature	3800K
LED Life Span	50,000 hours
Electrical Input Power	High - 11 Watts
	Medium - 5.8 Watts
	Low - 1.5 Watts
Arm Extension	28" from fully folded

OPERATOR COMFORT & FOCUS

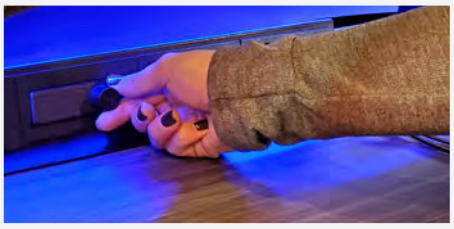
Ambient Lighting

russbassett

AMBIENT LIGHTING

Ambient lighting relieves eye strain and increases monitor image clarity for operators who spend extended hours in monitor intensive environments.

- Above the surface, ambient lighting softens glare in both bright and dimly lit rooms.
- Below the surface, ambient lighting provides both glare reduction and work light in the foot well, guarding against trip hazards and entanglement.
- A desktop dashboard dimmer, shown right, allows operators to dial in their preferred lighting settings and make adjustments throughout their shift. Dimmer also available to mount on a fixed slatwall return.



SPECIFICATIONS

Energy-efficient blue LEDs.
Light position shields operator's eyes from glare.
Soldered leads are protected with heat-shrink wrap for durability and lasting performance.

Lengths are specified to fit the console width.
Above-surface and foot-well lighting ordered separately.
Plug-and-play 12 volt power supply ordered separately.
Optional dimmer switch also available.

BEXAR METRO
9-1-1 Network

September 25, 2017

Matt Gawin, Sales Executive
Russ Bassett Corporation
8189 Byron Road
Whittier, CA 90606

RE: Russ Bassett PSAP Consoles

Dear Matt:

On behalf of the Bexar Metro 9-1-1 Network, I would like to thank you and the Russ Bassett Corporation for your outstanding service during the selection, design, procurement, and installation of the 104 PSAP consoles at the District's new Quarry Run Regional Operations Center in San Antonio, Texas. All Telecommunicators and Dispatchers are very pleased with their new work environment and appreciate the "extras" that are included.

We especially appreciate how your team worked with the Bexar Metro Architect, General Contractor, Electrical Contractor, and our Operations and Facility Staff to finalize the design, construction, delivery, and installation of the consoles. It was truly a cooperative team effort to accomplish this successful endeavor.

I would like to personally thank Peter, Van, and you for your attention and responsiveness to our needs and desires.

If you would like to bring potential customers to the Bexar Metro Quarry Run facility to see the installed consoles, we would be happy to work with you to facilitate the visit.

Again, thanks for your outstanding service.

Sincerely,

Mike Pedigo
Chief Administrative Officer

911 Saddletree Court • San Antonio, Texas 78231-1523 Phone: (210) 408-3911 • Fax: (210) 408-3912

CenterPoint Energy

Distribution Control
P. O. Box 1700
Houston, TX 77251-1700

January 28, 2011

Mr. Peter Fink
Russ Bassett
8189 Byron Road
Whittier, CA 90606

Re: CenterPoint Energy, Distribution Control Center Rebuild

Dear Mr. Fink:

On behalf of CenterPoint Energy and the entire Distribution Control team please accept our sincere appreciation for the incredible performance from you and your team over the last several months. The Distribution Control Center is required 24 hours a day all 365 days a year. As a regulated utility it is imperative that we purchase quality equipment that can stand the test of time to ensure that our rate payers get the maximum value for our dollars spent.

In considering our redesign we had the desire to find the most advanced system that we could while allowing for it to be modular and expandable. Your system has proven that we can have both. It has allowed us to be more ergonomically friendly for the users as well as bringing the control room's visual aesthetics up to a new level. After viewing several other manufacturers and selecting the Russ Bassett product we have been greatly impressed by its durability and function.

From our initial contact in Houston and multiple meetings that followed over an extremely tight time line, you have well exceeded our expectations. Every step of the way you listened to our needs and always found a solution. At times your team even went above and beyond to a point of helping design mounts for future hardware not even yet in production. There were never any excuses and never a problem you could not overcome. You are truly a business partner that we feel will continue to support our changing environment in the future.

As you are aware initially we had some serious concerns regarding your ability to accomplish the project within our compacted time line. Your focus on the project, the product quality, and attention to detail, was a truly a testament to the Russ Bassett teams ability to get the job done. The hands on approach by you and your management team is a sign of the company's leadership and commitment.

The new control center is state of the art and ready to begin the advancement of our Intelligent Grid operations. I would like to extend a thank you from me and CenterPoint Energy to you, Van and the countless others that made this project a success.

Respectfully;

Richard Orum
Director of Distribution Control
CenterPoint Energy

COLORADO SPRINGS
OLYMPIC CITY USA

POLICE DEPARTMENT

February 1, 2021

Matt Gawin
Russ Basset Corporation
8789 Byron Rd
Whittier, CA 90606

Dear Matt,

Now that our project is essentially complete, I would like to personally say thank you for the outstanding service provided by you and your team at Russ Bassett. I'm sure we weren't your only clients at the time, but you made us feel as if we were. Your organizational skills kept everyone continually informed and held everyone accountable to the timeline. I'm still amazed we stayed completely on schedule once the plan was set.

I also appreciate the patience you showed as we navigated through our own funding issues created by the COVID-19 pandemic and then accommodated our mad rush to complete the install before the end of the year. This required a large amount of coordination with several other vendors and two different IT teams working on the project, yet it all ran smoothly.

I couldn't be more pleased with the overall results. The new center turned out beautiful and the employees were so happy to move back in right before Christmas. We now have a professional, functional, state of the art facility that will serve us for many years to come!

Sincerely,

Renee Henshaw

Renee Henshaw
Public Safety Communications Manager
Colorado Springs Public Safety Communications

Sheriff Tracy Murphree

DENTON COUNTY SHERIFF'S OFFICE

127 N. Woodrow Lane
Suite 300
Denton, TX 76205

Phone (940) 349-1600
Fax (940) 349-1605

September 16, 2019

Matt Gawin, Sales Executive
Russ Bassett Corporation
8189 Byron Road
Whittier, CA 90606

RE: Russ Bassett 911 PSAP Consoles

Dear Matt,

On behalf of Denton County Sheriff's Office, I would like to thank you and your team for the excellent service during the selection, design, procurement and installation of our twelve new dispatch consoles. My staff is very happy with the quality and design of our newly remodeled Communications Center.

When we met to discuss the project, it was clear from the beginning that you understood my vision. Your ideas and recommendations were invaluable and allowed us to come up with the best design and use of the space. You and your team were adaptable throughout the process, even as we made changes to the floorplan and took out walls at the last minute. I appreciate the time you took to come see the space on multiple occasions as the remodel progressed as well as conference calls with the many members of the remodel team.

The installation process was well organized and couldn't have gone smoother. The team was efficient and finished ahead of schedule. The attention to detail was topnotch and everyone communicated with me and our remodel team throughout the installation.

The finished product is beautiful and our staff loves the new environment. Visitors are amazed at the professional look and state of the art consoles. It was a pleasure working with the Russ Bassett Team.

Sincerely,

Michelle Pena

Michelle Pena
Communications Manager
Denton County Sheriff's Office

EL PASO COUNTY 9-1-1 DISTRICT

January 19, 2018

Matt Gawin, Sales Executive
Russ Bassett Corporation
8189 Byron Road
Whittier, CA 90606

RE: Russ Bassett 911 PSAP Consoles

Dear Matt:

On behalf of the El Paso County 911 District, I would like to thank you and the Russ Bassett Corporation for your outstanding service during the purchase and implementation of 60 plus Mission Critical sit/stand consoles for our new Regional Communications Center in El Paso, Texas.

In considering our design, your attention to detail during our discussions and your ability to make changes and provide solutions was very impressive and expedited the process of reaching a final proposal. Your professional design team deserves recognition for their work; I was so excited to open the emails every time we received a new design option to see the amazing new layouts until we reached the final design for procurement.

Matt, thank you for taking the lead in coordinating with the construction company, architect, electrical and data cabling subcontractors throughout the process which ensured a smooth path for preparation, delivery and installation on a very limited timeline. You really took the stress off and made it so easy for me. It was a great pleasure working with Scott Morsch, Russ Bassett Installation Manager.

Russ Bassett helped us accomplish a vision that had been in the works for several years. Our PSAP is state of the art, amazing and truly beautiful. The 911 telecommunicators and The Watch are very pleased with their environment and are taking very good care of their new consoles. It was a pleasure doing business with you and Russ Bassett; and hope to continue to work together in future endeavors.

Sincerely,

P. Caldera

Patricia Caldera
Fiscal Manager
El Paso County 911 District

McLennan County 9-1-1
Emergency Assistance District

Proudly serving the citizens of McLennan County for over 30 years!

October 9, 2019

Mr. Matt Gawin, Sales Executive
Russ Bassett Corporation
8189 Byron Rd
Whittier, CA 90606

RE: Russ Bassett 9-1-1 PSAP Consoles

Dear Matt:

On behalf of the McLennan County 9-1-1 Emergency Assistance District, I would like to thank you and the Russ Bassett Corporation for the outstanding service during the design, procurement, and installation of the twelve (12) PSAP consoles at our new 9-1-1 back-up facility.

Throughout the entire process you were professional and treated us as if we were a much larger agency. You listened closely to our needs and presented a design that was exactly what we envisioned. Our Board of Managers as well as our PSAP supervisors are extremely pleased with the consoles.

We appreciate you and your team for working with our architect, general contractor, and various sub-contractors during delivery and installation of the consoles. The installation team, led by Scott Morsch, did a fantastic job and I was impressed at how quick and proficient they were.

The McLennan County 9-1-1 team is happy with the finished product and we would definitely recommend Russ Basset Corporation to any entity looking for a professional company that specializes in high quality mission critical consoles.

Thanks again for the outstanding service!

Sincerely,

Jesse A. Harrison, ENP
Executive Director

107 Burnett Ct. • Woodway, TX 76712 • (254) 776-8911 • (254) 732-0544 Fax

SOUTHWEST AIRLINES CO.
Dave Wotton
Director Automation & Support
Network Operations Control

2432 Wyman Street, Building B
Dallas, Texas 75235
(469) 602-0903

June 22, 2014

Peter Fink
Russ Bassett
8189 Byron Road
Whittier, CA 90606

Peter,

I wanted to take a moment to describe the outstanding experience that Southwest Airlines had with your company during our recent purchase of 250 sit/stand work consoles. You and your staff did a great job of ensuring that our new Network Operations Control (NOC) facility was ready with your workstations on time and that we were fully satisfied with the product.

In 2013, we put out an RFP to several vendors for sit/stand work consoles for our new NOC. Your team supplied the required demo product and installers and made a very strong presentation to our Sourcing Team in Dallas. Following that demo, we refined our requirements and scheduled a trip to Whittier to see your manufacturing facility and further discuss the design of a console.

The visit to Whittier was amazing to say the least. After touring your facility in the morning, we went to the show room and looked at several different designs. Our group was able to 'cherry pick' the features we liked from your products to customize the design you were recommending to us. While we were at lunch, several of these design changes were made to the demo unit so that when we returned from lunch, we were able to see the changes. The ability to make these changes so quickly was very impressive and expedited the process of reaching a final proposal.

While the RFP and trip to Whittier were in progress, we also made several trips to other air carriers to see their operations centers. During these trips, we discovered that many of our competitors use Russ Bassett work consoles. The employees in these centers could not say enough good things about their experience with your company—every one of these described the initial purchase and follow-up support as exemplary.

Based on your proposal, our experience at your facility, and the recommendation of our peers, we chose Russ Bassett to provide the work stations in our new NOC. The final negotiations went very smoothly and your team continued to work with us on the final product, right up until delivery. It was a very collaborative effort.

In February of this year, your installation team began installing our new work consoles. They produced a schedule, which you were able to adhere to in spite of some last minute changes. The work was completed on time and on budget. The little post-installation support we have required has been outstanding and we feel that we work with your company as a partner, instead of the traditional vendor relationship.

Your product is exceeding our expectations and the support we have received has been better than expected. As the leader of the design and build-out team, I wouldn't hesitate to recommend your product and your company to anyone. Thank you to you and your team.

SOUTH SOUND 911
YOUR CONNECTION TO POLICE, FIRE AND MEDICAL AID

February 11, 2022

Peter Fink-Executive Vice President
Russ Bassett Corporation
8189 Bryon Road
Whittier, CA 90606

RE: Russ Bassett PSAP Floor Design and Consoles

Dear Mr. Fink,

On behalf of South Sound 911 Communications Center, I want to recognize Russ Bassett who has been of primary support for the development and build out of our Communication Floor and furniture for our new Public Safety Communications Center. This $59 million dollar critical infrastructure project houses and provides for emergency and public safety communications for both police and fire operations for Pierce County, Washington.

Matt Gawin and the entire Russ Bassett staff provided significant input and assistance in the overall design and development related to the Communication Center floor. In addition, their production and installation schedules were completed as established, providing us with exceptional furniture of the highest quality. This along with the completed on site work by their staff, made this Communications Center floor a showpiece of the new facility.

Russ Bassett has performed superbly on our project and has been a joy to work with. They brought knowledge, experience, integrity and a proven record of accomplishment to our project. Their assistance assured we achieved our goals related to the project from both a budget and functionality perspective. They contributed significantly to creating a state of the art PSAP that will support the citizens and public safety community for years to come.

It has been a pleasure to work with Matt and the Russ Bassett team, their participation has contributed to our projects amazing outcome. I cannot thank them enough for all their help and support during our project. I highly recommend them for any future design and development related to Communications Centers or Public Safety Buildings.

Sincerely,

Mark Mears
Deputy Director of Operations
South Sound 911

PRODUCT PROTECTION

10 YEAR EVERYTHING WARRANTY

russbassett

russbassett

There is ZERO fine print. This page is our complete warranty statement.

10 YEAR EVERYTHING WARRANTY

Simple, Honest, Robust.

Russ Bassett warrants, to the original Buyer, that all products will be free from defects in material and workmanship for 10 full years.

- ***What's covered?***
  Everything.
- ***What's included?***
  Parts, Shipping and Labor.

MISSION CRITICAL SERVICE AND SUPPORT

In mission critical, 24/7/365 environments, quickly resolving a product issue is of top priority for both the Buyer and Russ Bassett.

Prompt execution of this warranty requires cooperation. With guidance from Russ Bassett, Buyer agrees to perform basic troubleshooting tasks to determine the nature of the defect and to self-correct before on-site assistance can be provided.

For simple replacements, the part will be quickly shipped directly to Buyer. If the problem requires on-site assistance, Russ Bassett will come out during normal work hours to resolve the issue. If the defect is found to have resulted from circumstances outside of the warranty coverage, and/or Buyer imposes conditions or restrictions that increases the service cost, Buyer agrees to reimburse Russ Bassett for any resulting additional expense. Buyer also agrees to properly dispose of the old parts and packing material.

The few circumstances where this warranty against defects would not apply include normal wear and tear, damage, misuse, modifications, consumable items or product shipped outside the U.S.

Repairs, substitute products or replacements, of equal or higher value, used to resolve a warranty claim will in no way extend the applicable warranty period applied to the original product. Product repair or replacement is Buyer's exclusive remedy for all product defects covered under this non-transferable warranty. Russ Bassett makes no other express or implied warranties to any product except as stated above and makes no warranty of Russ Bassett product fitness except for use as standard console furniture.

Commissioners Court - Regular Session **53.**

Meeting Date: 12/20/2022

Approval of Agreement for the Sheriff's Office Training Center Perimeter Concrete Wall with G2 Construction Services, Inc. for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the agreement for the construction of the Sheriff's Office Training Center Perimeter Concrete Wall to G2 Construction Services, Inc. in the amount of $175,000.00, pursuant to TIPS Contract 211001 and authorize the execution of the agreement. Funding Source is P573.

Background

This project is for Sheriff's Office Training Center Perimeter Concrete Wall. The proposal includes a detailed scope of work in the amount of $175,000.00. Funding Source is P573, approved for FY2023 and the point of contact is Trenton Jacobs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Contract

Vendor Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/15/2022 11:27 AM
County Judge Exec Asst.	Becky Pruitt	12/15/2022 11:46 AM
Form Started By: Johnny Grimaldo		Started On: 12/14/2022 11:34 AM
Final Approval Date: 12/15/2022		

CONTRACT FOR GENERAL CONSTRUCTION

PROJECT: **Sheriff's Office Training Center Perimeter Concrete Wall** ("Project")

GENERAL CONTRACTOR: **G2 Construction Services, Inc.** ("GC")
Jimmy S. Gibson, Vice President
3300 Shell Road, Suite 4
Georgetown, TX 78628
TIPS 211001

ARCHITECT & ENGINEER: **Trenton Jacobs** ("A/E")
Williamson County Architect
3101 SE Inner Loop
Georgetown, TX 78626

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Management**
Attn: Director of Facilities Management
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.

RECITALS

WHEREAS, County desires to retain a GC for the **erect concrete fencing around existing training center** (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 **One Hundred Twenty (120) 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 **One Hundred Seventy-Five Thousand Dollars ($ 175,000)**.

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 Management
Attn: Director of Facilities Management
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:

G2 Construction Services, Inc.
Jimmy S. Gibson, Vice President
3300 Shell Road, Suite 4
Georgetown, TX 78628

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 Management
3101 SE Inner Loop

Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

GC: **G2 Construction Services, Inc.** ("GC")
3300 Shell Road, Suite 4
Georgetown, TX 78628

Attention:
Jimmy S. Gibson
Vice 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:
G2 Construction Services, Inc.

By: _____
Signature

Jimmy S. Gibson
Printed Name

Vice President
Title

Date Signed: 12/13/2022

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

G2 CSi
General Contractor

---- Revised Proposal----

TIPS 211001

10/18/2022

TEL: (512)688-5725 Fax: (512)688-5724

Submitted to Dwayne Gossett (Project Manager)
Company: Williamson County
Phone:512-943-1611
Job Title: Williamson County Training Facility Concrete Fence Proposal
Job Locations: 8160 Chandler Road Hutto, TX 78634

Scope of Work:

1. Installation of approximately 1,200 LF of fencing in 8' high Mendoza horizontal wood look concrete fence, includes 3' to 4' holes per post. Bid is to include all material and labor necessary to complete the scope as per these details, which was discussed at the last site visit.

We propose hereby to furnish material and labor necessary to complete the base bid project in accordance with the above specifications, for the sum of **175,000.00** One hundred seventy-five thousand dollars and 00/100*****

*** Bid includes the repair of approximately 5 panels of fencing in 8' high Mendoza Horizontal Wood Look concrete fence.**

*** TIPS, Facilities Connect, and Bonding is included in the total.**

Feel free to contact Shane Gibson with any questions, or comments regarding the scope of this proposal. All work is to be completed in a workmanlike manner according to standard practices. Any alteration, or deviation from the above specifications involving extra cost will be executed only upon written approval and will become an extra charge over and above this estimate.

Shane Gibson: _____

3303 Shell Road, Suite 4 Georgetown, TX 78628
Email: sales@g2csinc.com **Fax:** 512.688.5724 **Tel:** 512.688.5725
G2 Construction Services, Inc.

Commissioners Court - Regular Session **54.**

Meeting Date: 12/20/2022

Receive the December 2022 Construction Summary Report and PowerPoint Presentation

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the December 2022 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

December 2022 Construction Summary Report

December 2022 PowerPoint Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/15/2022 11:45 AM
Form Started By: Marie Walters		Started On: 12/13/2022 03:26 PM
Final Approval Date: 12/15/2022		

ROAD BOND PROGRAM

Construction Summary Report

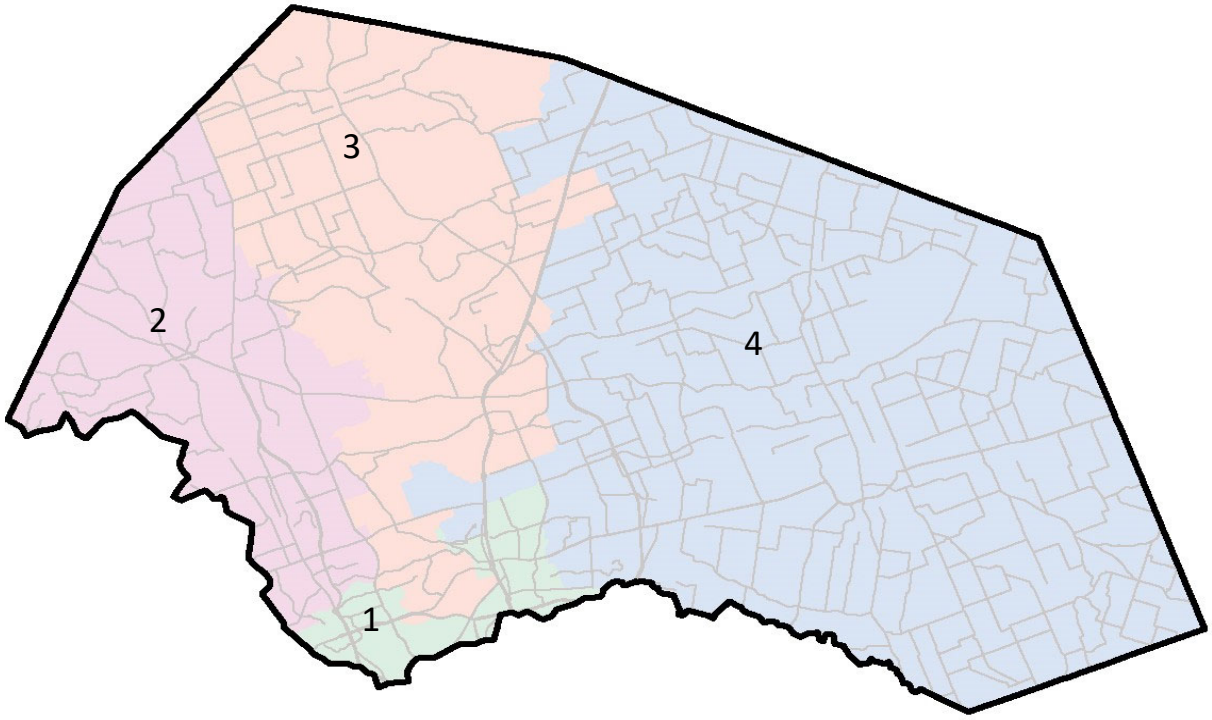
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

December 2022

WWW.ROADBOND.ORG

Volume XXI - Issue No.12



Presented By: HNTB

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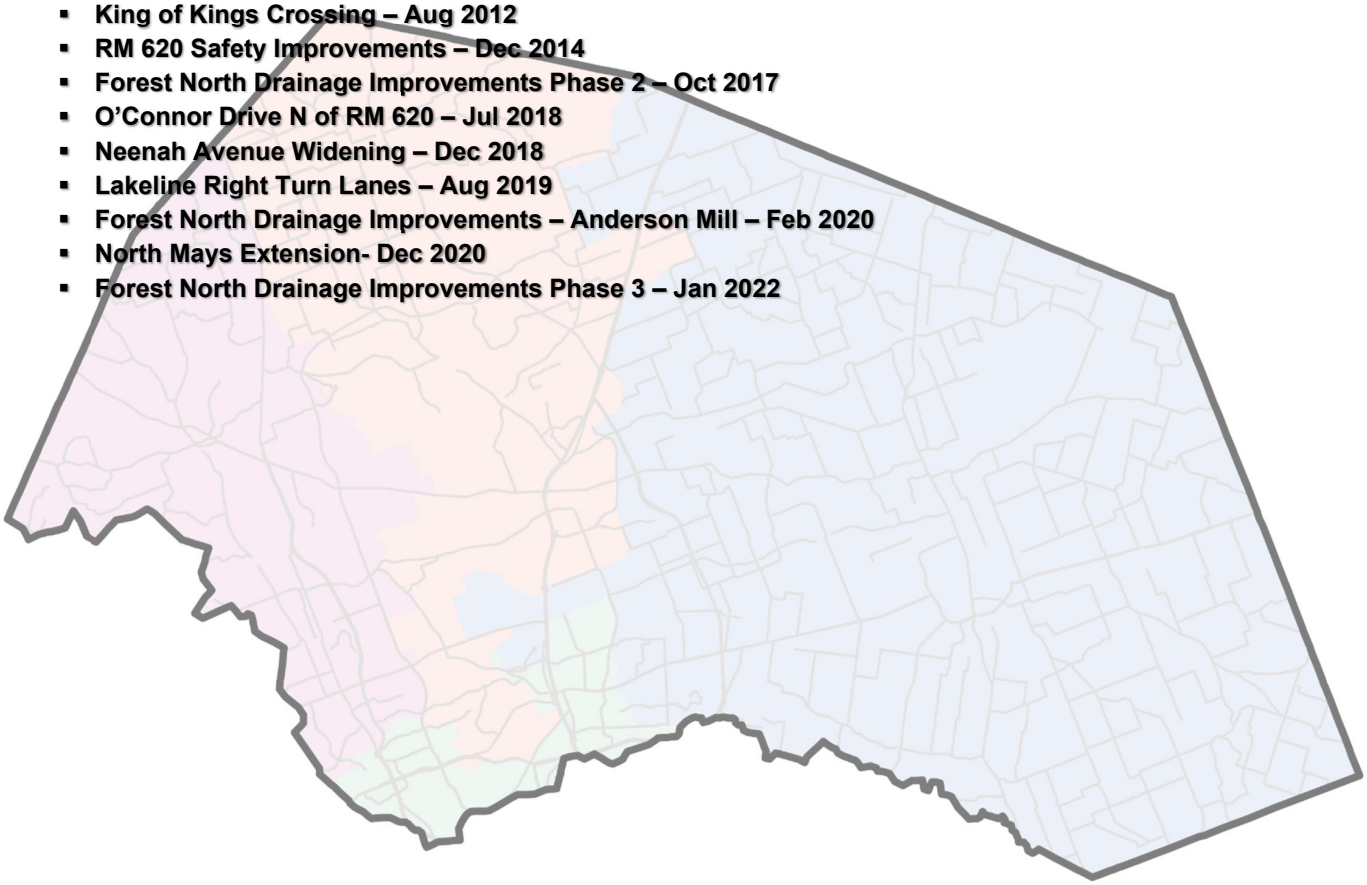
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2022

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Forest North Drainage Improvements – Anderson Mill – Feb 2020**
- **North Mays Extension- Dec 2020**
- **Forest North Drainage Improvements Phase 3 – Jan 2022**



WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2022

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**
- **Corridor F / US 183 Planning - Jan 2021**
- **Seward Junction Improvements – Mar 2021**
- **Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022**
- **CR 200 (CMTA Railroad to CR 201) – Oct 2022**

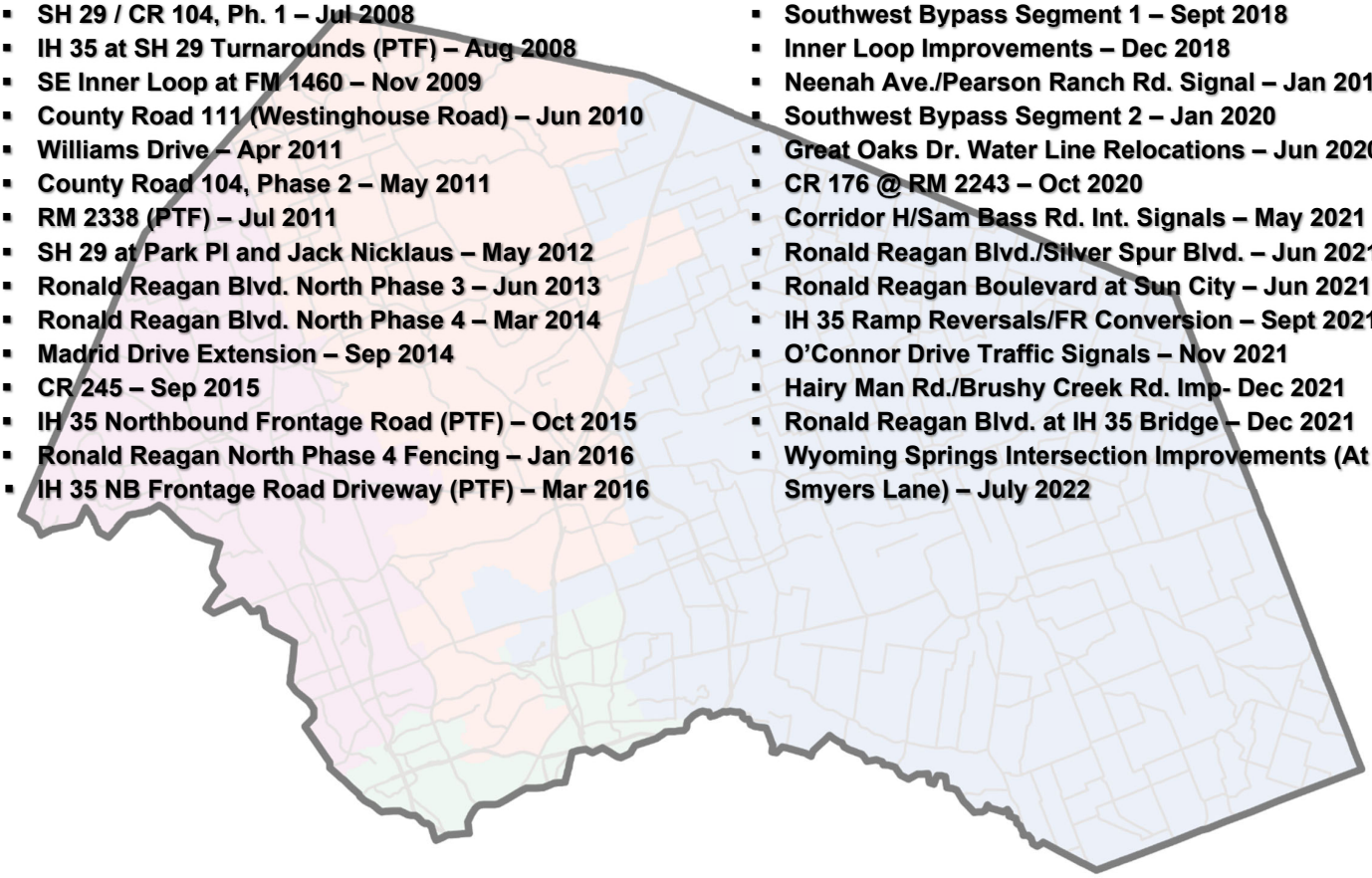
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2022

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relo. for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 NB Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Intersection – Aug 2016
- SH 29 at Cedar Hollow Right Int. Imp. – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Pearson Ranch Road – Oct 2017
- Arterial H Extension Phase I– Feb 2018
- Relo. of Williamson County Regional WL – Apr 2018
- RM 620 Phase 2 – Jul 2018
- Southwest Bypass Segment 1 – Sept 2018
- Inner Loop Improvements – Dec 2018
- Neenah Ave./Pearson Ranch Rd. Signal – Jan 2019
- Southwest Bypass Segment 2 – Jan 2020
- Great Oaks Dr. Water Line Relocations – Jun 2020
- CR 176 @ RM 2243 – Oct 2020
- Corridor H/Sam Bass Rd. Int. Signals – May 2021
- Ronald Reagan Blvd./Silver Spur Blvd. – Jun 2021
- Ronald Reagan Boulevard at Sun City – Jun 2021
- IH 35 Ramp Reversals/FR Conversion – Sept 2021
- O'Connor Drive Traffic Signals – Nov 2021
- Hairy Man Rd./Brushy Creek Rd. Imp- Dec 2021
- Ronald Reagan Blvd. at IH 35 Bridge – Dec 2021
- Wyoming Springs Intersection Improvements (At Smyers Lane) – July 2022



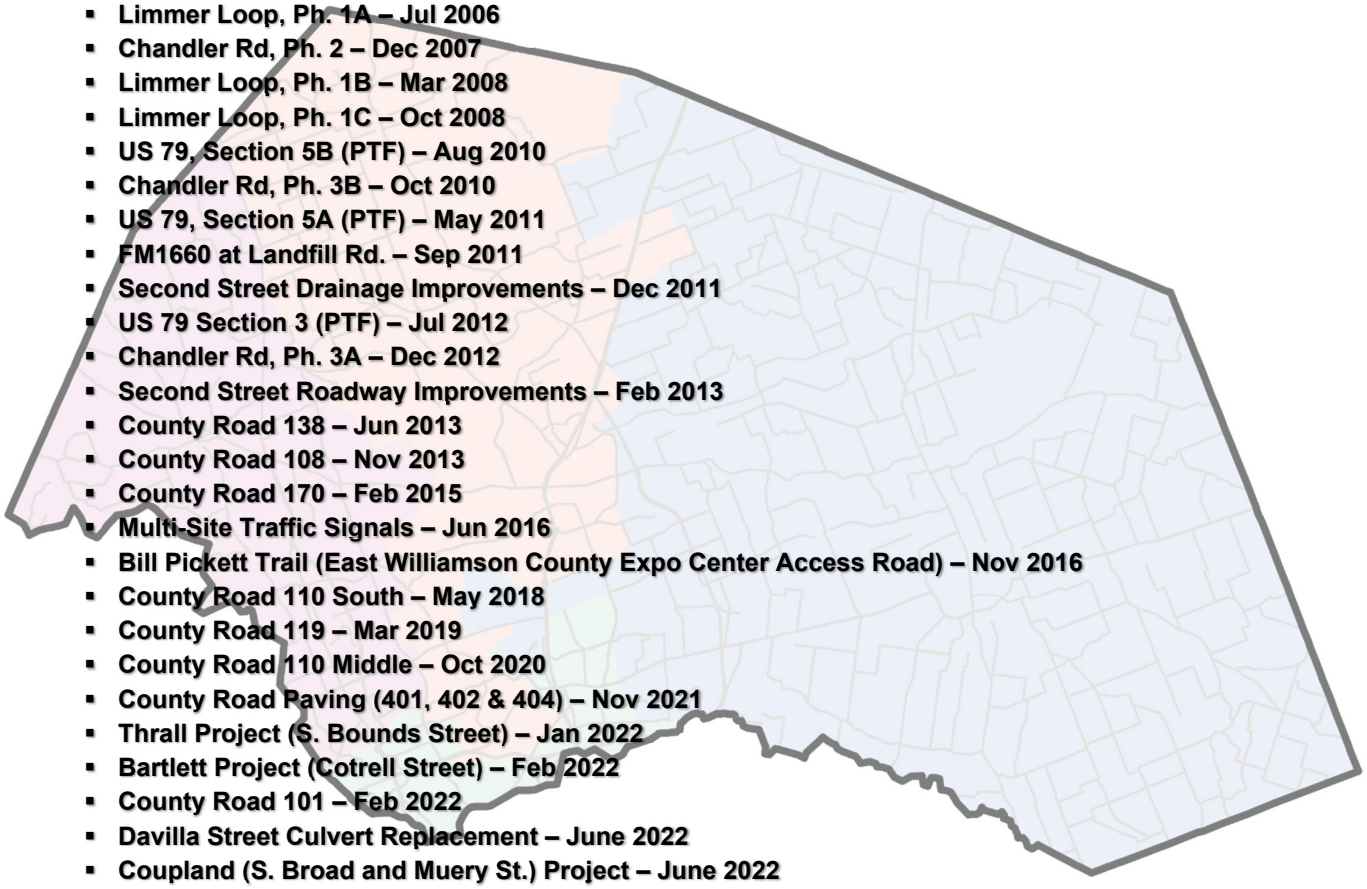
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

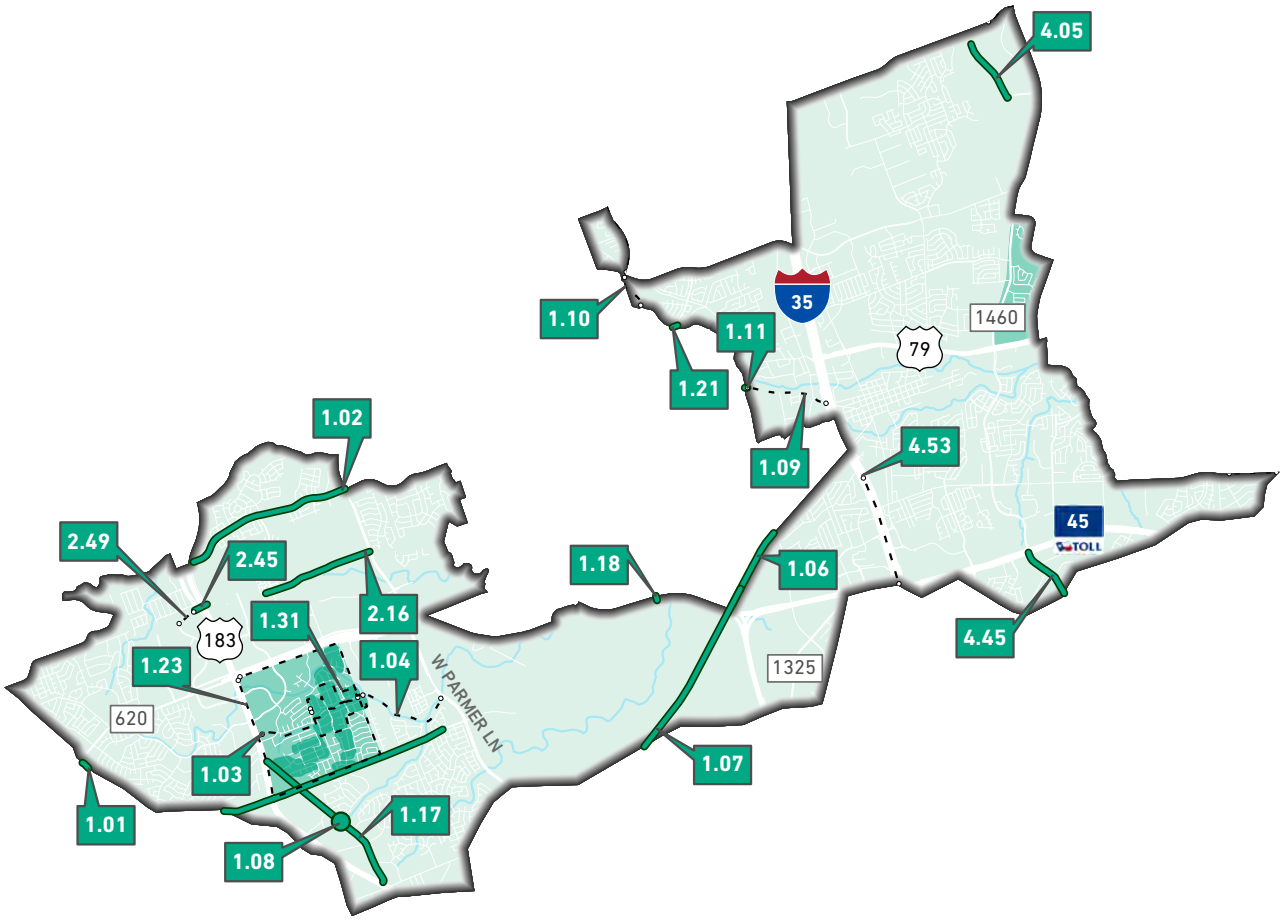
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2022

Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge Replacement – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Improvements – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Improvements – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi-Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**
- **County Road 110 Middle – Oct 2020**
- **County Road Paving (401, 402 & 404) – Nov 2021**
- **Thrall Project (S. Bounds Street) – Jan 2022**
- **Bartlett Project (Cotrell Street) – Feb 2022**
- **County Road 101 – Feb 2022**
- **Davilla Street Culvert Replacement – June 2022**
- **Coupland (S. Broad and Muery St.) Project – June 2022**
- **CR 404 Hutto Water Line Realignment – Sept 2022**



2000/2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook

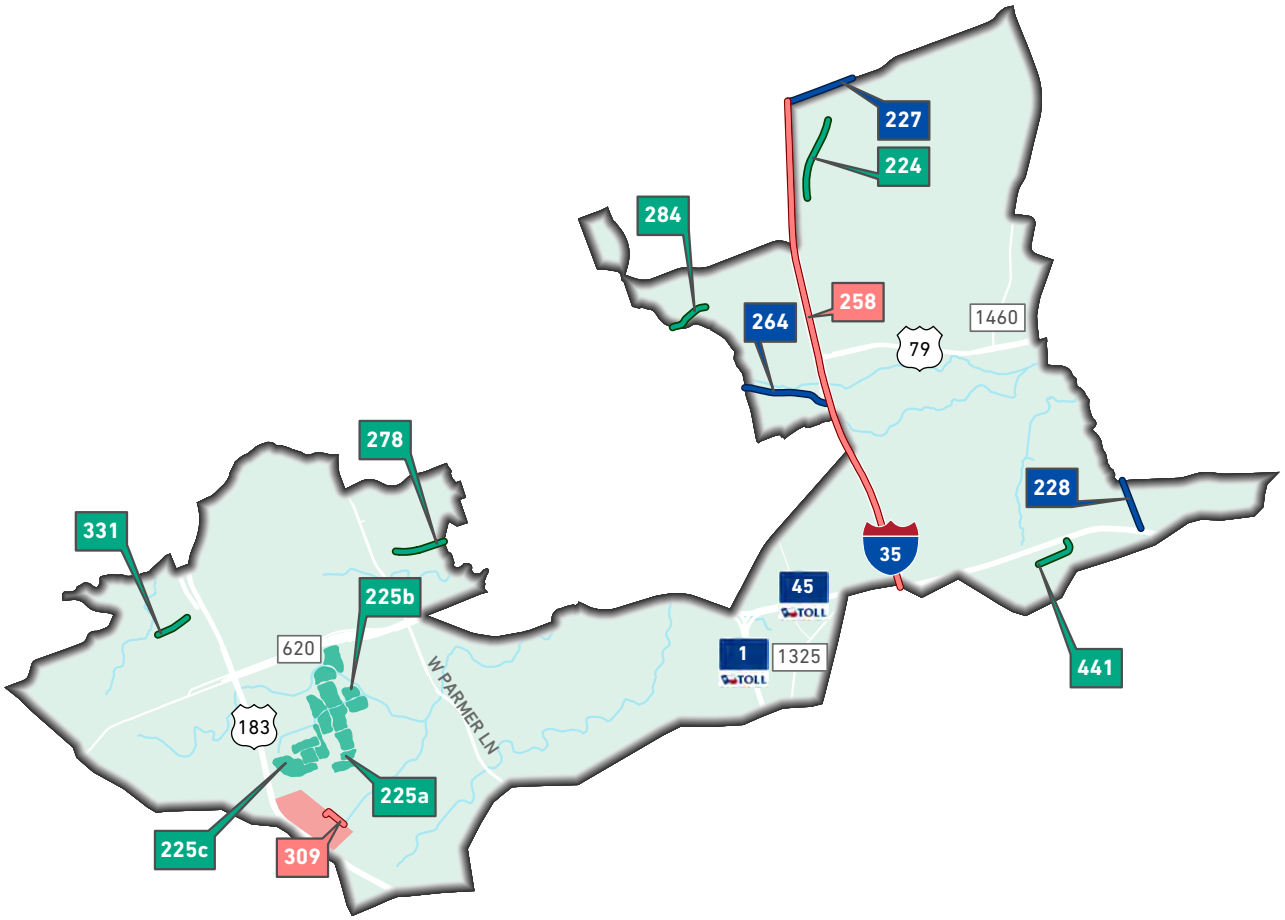


Completed/Open to Traffic

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage - Phase 1
1.04 Lake Creek Drainage - Phase 2
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility
1.10 Wyoming Springs North
1.11 RM 620 Interim Improvements - Phase 1
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Improvements - Phase 1
1.31 Forest North Drainage Improvements - Phase 2
1.31 Forest North Drainage Improvements - Phase 3
2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
2.45 Lakeline Blvd. at US 183
2.49 Lakeline Blvd. Right Turn Lanes
4.05 CR 112 - Phase 1
4.45 CR 170
4.53 IH 35 Operational Analysis

Study

2013 ROAD BOND PROGRAM PROJECTS
Precinct 1 - Commissioner Cook



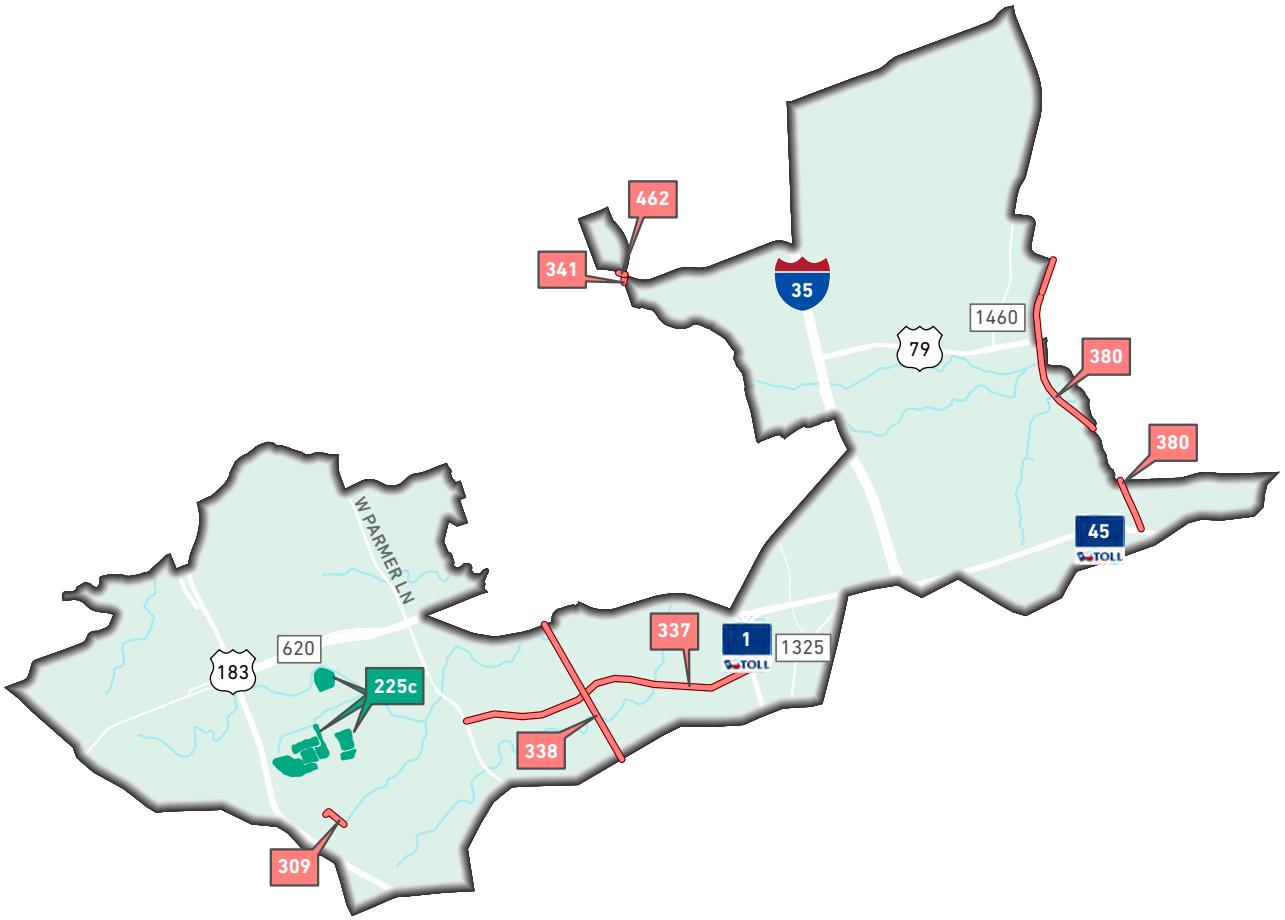
In Design
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
309 Pond Springs Road Area Drainage Improvements (Pond Springs Road area)

Under Construction/Bidding
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Boulevard Segments 2 and 3 (Forest Creek Boulevard to SH 45)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Completed/Open to Traffic
224 North Mays Extension (Paloma Drive to Oakmont Drive)
225a Forest North Drainage Improvements Anderson Mill Zone
225b Forest North Drainage Improvements Phase 2
225c Forest North Drainage Improvements Phase 3 (Design)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
331 Lakeline Boulevard Right Turn Lanes
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

Study

2019 ROAD BOND PROGRAM PROJECTS
Precinct 1 - Commissioner Cook



In Design
309 Pond Springs Road Area Drainage Improvements
337 Anderson Mill Road (FM734-Loop1)
338 RM 620/SH 45 intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
380 MoKan (University Boulevard to SH 45)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic
225c Forest North Drainage Improvements Phase 3

Study

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265

Original Contract Price = $10,775,835.75

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/14/2018	12/4/2018	1/18/2019	1/28/2019	12/16/2020			410	279	689

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/28/2019	1/31/2019	4	$523,139.40	$523,139.40	$58,126.60	$58,126.60	5	1
2	2/1/2019	2/28/2019	28	$2,584.80	$525,724.20	$287.20	$58,413.80	5	5
3	3/1/2019	4/30/2019	61	$102,281.40	$628,005.60	$11,364.60	$69,778.40	6	13
4	5/1/2019	5/31/2019	31	$593,318.74	$1,221,324.34	$65,924.30	$135,702.70	12	18
5	6/1/2019	6/30/2019	30	$188,661.93	$1,409,986.27	$20,962.44	$156,665.14	13	22
6	7/1/2019	7/31/2019	31	$590,007.31	$1,999,993.58	$65,556.37	$222,221.51	19	27
7	8/1/2019	8/31/2019	31	$628,396.35	$2,628,389.93	$69,821.82	$292,043.33	25	31
8	9/1/2019	9/30/2019	30	$2,393,911.61	$5,022,301.54	$265,990.17	$558,033.50	47	36
9	10/1/2019	10/31/2019	31	$724,961.48	$5,747,263.02	$80,551.28	$638,584.78	54	40
10	11/1/2019	11/30/2019	30	$378,890.89	$6,126,153.91	$42,098.99	$680,683.77	58	45
11	12/1/2019	12/31/2019	31	$341,316.16	$6,467,470.07	$37,924.02	$718,607.79	61	49
12	1/1/2020	1/31/2020	31	$258,548.22	$6,726,018.29	$28,727.58	$747,335.37	64	54
13	2/1/2020	2/29/2020	29	$191,886.33	$6,917,904.62	$21,320.70	$768,656.07	65	58
14	3/1/2020	3/31/2020	31	$176,371.44	$7,094,276.06	$19,596.83	$788,252.90	67	62
15	4/1/2020	4/30/2020	30	$395,476.16	$7,489,752.22	$43,941.79	$832,194.69	71	67
16	5/1/2020	5/31/2020	31	$277,797.27	$7,767,549.49	$30,866.36	$863,061.05	73	71
17	6/1/2020	6/30/2020	30	$385,340.38	$8,152,889.87	$42,815.60	$905,876.65	77	75
18	7/1/2020	7/31/2020	31	$418,604.43	$8,571,494.30	$46,511.61	$952,388.26	81	80
19	8/1/2020	8/31/2020	31	$202,731.51	$8,774,225.81	$22,525.72	$974,913.98	83	84
20	9/1/2020	9/30/2020	30	$117,670.32	$8,891,896.13	$13,074.48	$987,988.46	84	89
21	10/1/2020	10/31/2020	31	$305,827.52	$9,197,723.65	$33,980.83	$1,021,969.29	87	93
22	11/1/2020	11/30/2020	30	$190,635.28	$9,388,358.93	$21,181.70	$1,043,150.99	89	98
23	12/1/2020	12/31/2020	16	$338,985.41	$9,727,344.34	$37,665.05	$1,080,816.04	92	100
24	1/1/2021	2/28/2021	0	$165,603.43	$9,892,947.77	$18,400.38	$1,099,216.42	94	100
25	3/1/2021	5/31/2021	0	$1,535,933.64	$11,428,881.41	-$1,099,216.42	$0.00	97	100
26	6/1/2021	12/31/2021	0	$18,800.00	$11,447,681.41	$0.00	$0.00	97	100
27	1/1/2022	5/31/2022	0	$264,978.20	$11,712,659.61	$0.00	$0.00	100	100

11/30/2022 Comments - Contractor has completed the electrical work and submitted the meter application to the City of Round Rock

Change Order Number	Approved	Cost This CO	Total COs
01	5/5/2020	$0.00	$0.00

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

Change Order Number	Approved	Cost This CO	Total COs
02	5/5/2020	$24,898.11	$ 24,898.11

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

Change Order Number	Approved	Cost This CO	Total COs
03	10/6/2020	$67,872.45	$ 92,770.56

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.

Change Order Number	Approved	Cost This CO	Total COs
04	10/6/2020	$21,002.40	$ 113,772.96

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24” encasement to the relocation of the new City of Round Rock 12” Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.

Change Order Number	Approved	Cost This CO	Total COs
05	2/23/2021	$194,528.81	$ 308,301.77

2G: Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocation of existing utilities. 3F: Additional work desired by the County. Pay items were added for electronic changeable message boards that have been used during road closures at the south end of the project, a driveway on North Mays Street north of the City of Round Rock Public Safety Training Center, and traffic control devices that were added at the northbound lane drop transition at the north end of the project. 2E: Differing Site Conditions (unforeseeable). This Change Order also includes adjustment of existing water valve risers, a manhole in the North Mays Street and Paloma Drive intersection, and a wall along the sidewalk in front of the City of Round Rock Public Safety Training Center.

Change Order Number	Approved	Cost This CO	Total COs
6	3/23/2021	$364,733.96	$ 673,035.73

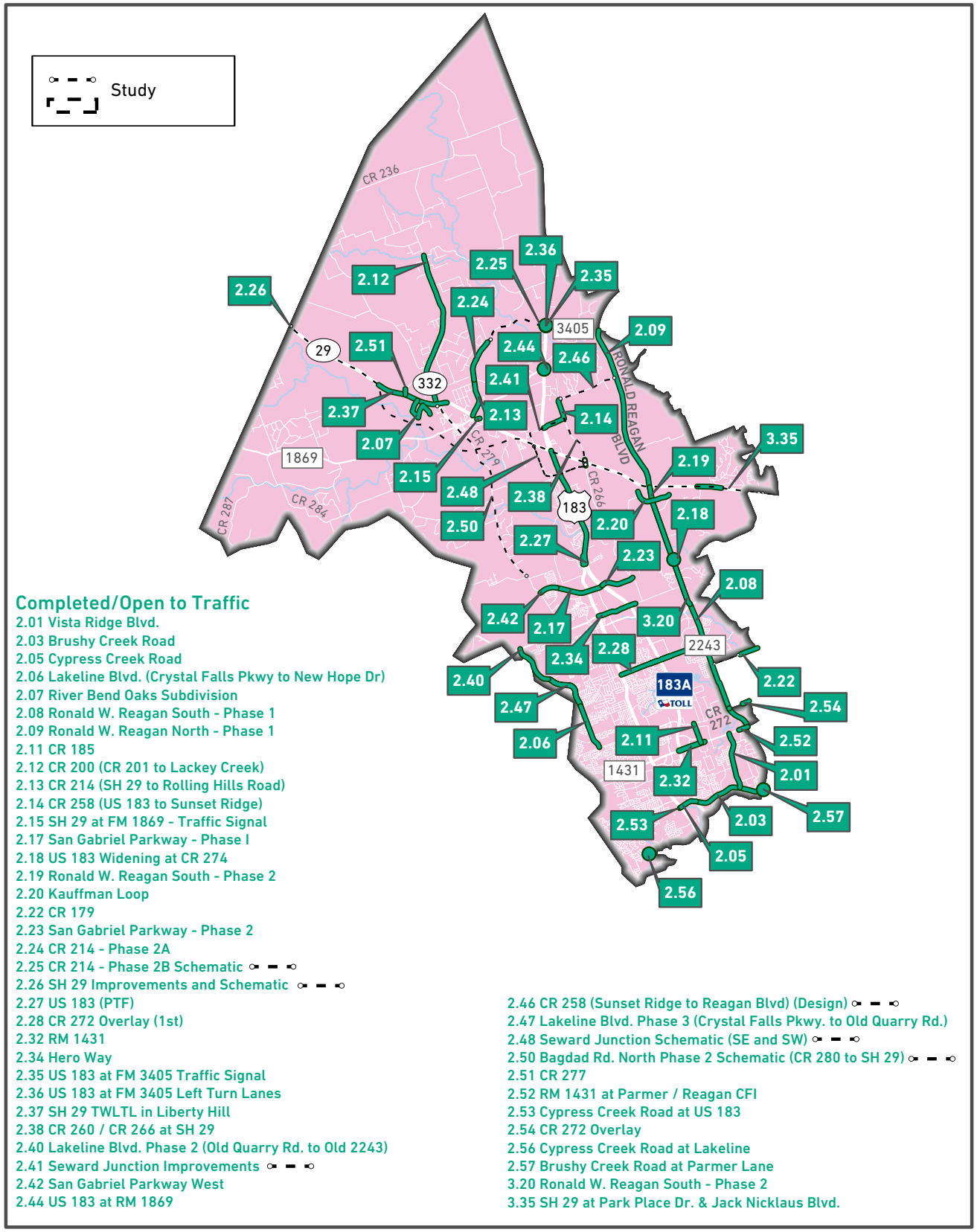
6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

Change Order Number	Approved	Cost This CO	Total COs
7	4/12/2022	$302,109.20	$ 975,144.93

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the interim final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order adds items to compensate the contractor for various work including installation of soil stabilization measures under the bridge. 4B: Third Party Accommodation. Third party requested work. This Change Order also adds a Force Account item to pay for the installation of Oncor illumination poles, wire and conduit south of the bridge.

Adjusted Price = $11,750,980.68

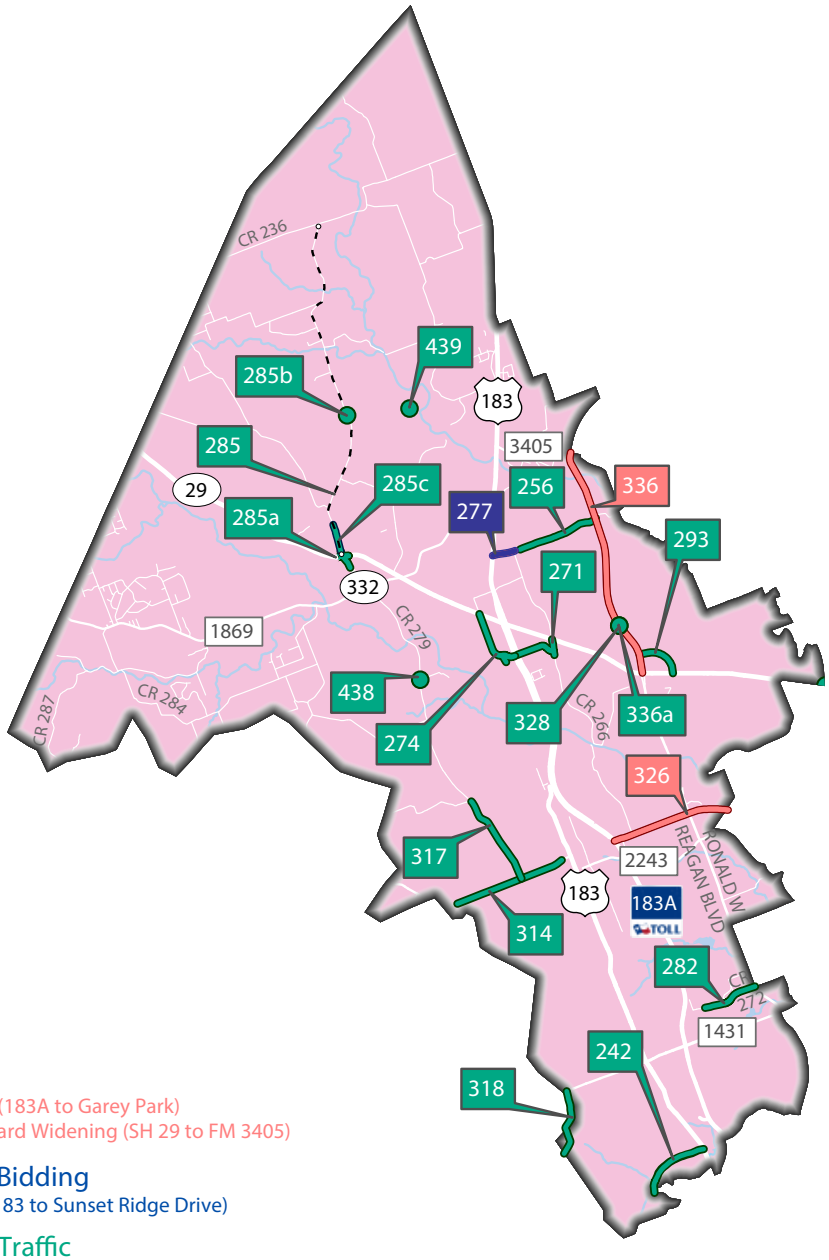
2000/2006 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffic

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Traffic Signal
2.17 San Gabriel Parkway - Phase I
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kauffman Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic
2.26 SH 29 Improvements and Schematic
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW)
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

2013 ROAD BOND PROGRAM PROJECTS
Precinct 2 - Commissioner Long



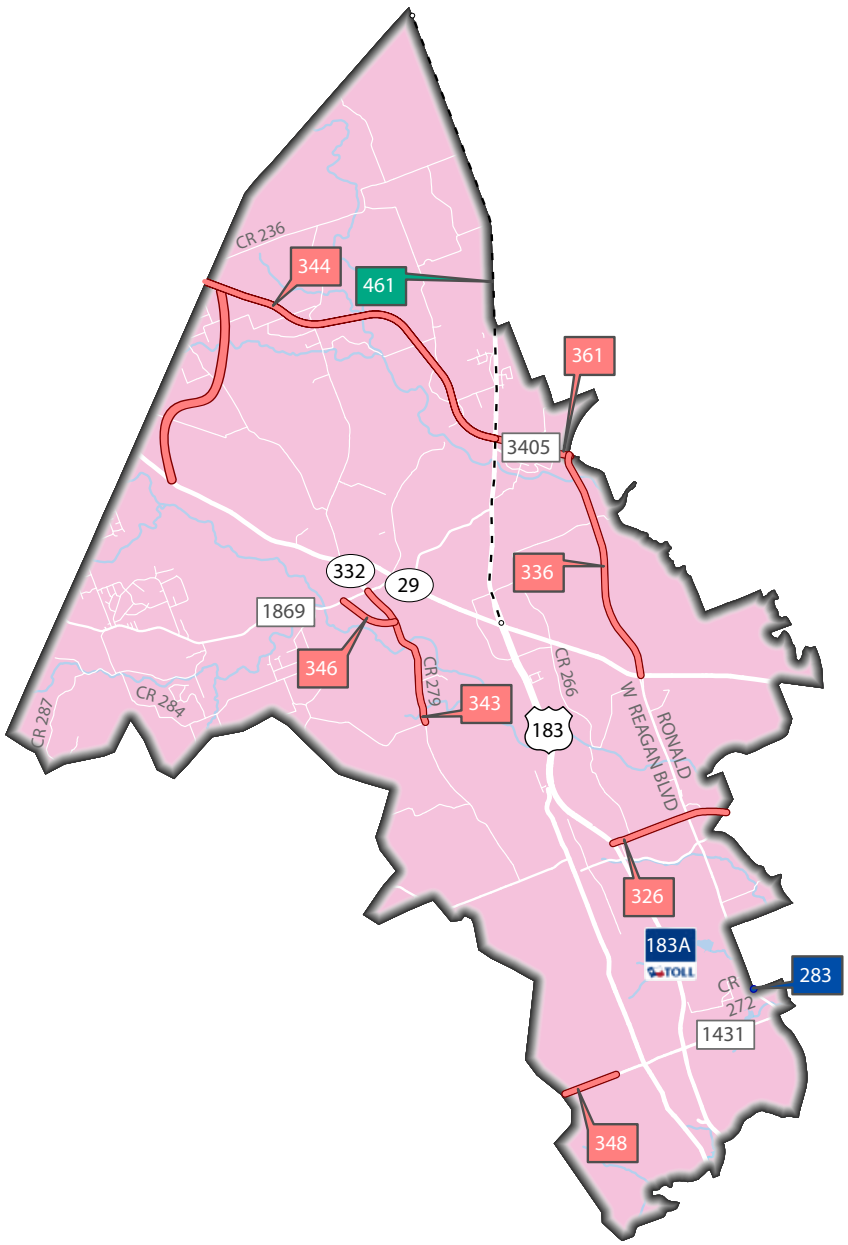
In Design
326 RM 2243 Realignment (183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding
277 CR 258 Extension (US 183 to Sunset Ridge Drive)

Completed/Open to Traffic
242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study and Schematic (SH 29 to CR 236)
285a SH 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
285c CR 200 (CMTA Railroad to CR 201)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

Study

2019 ROAD BOND PROGRAM PROJECTS
Precinct 2 - Commissioner Long



In Design
326 RM 2243 Realignment (US 183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
343 Bagdad Road/CR 279 (Loop 332 to CR 281/Leander City Limits)
344 Corridor I2 (Burnet County Line to US 183)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)
348 Whitestone Boulevard Widening (Bagdad Road to Anderson Mill Road)
361 Corridor I1 (FM 3405) (US 183 to Ronald Reagan Boulevard)

Under Construction/Bidding
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)

Completed/Open to Traffic
461 Corridor F/US 183 (Williamson/Burnet County Line to SH 29)

Study

CR 200 Reconstruction
Project No. T5023

Original Contract Price = $4,975,515.09

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
9/8/2021	9/30/2021	11/15/2021	11/25/2021	10/7/2022			308	0	308

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/15/2021	12/3/2021	19	$322,884.45	$322,884.45	$35,876.05	$35,876.05	7	6
2	12/4/2021	12/31/2021	28	$243,429.75	$566,314.20	$27,047.75	$62,923.80	13	15
3	1/1/2022	1/28/2022	28	$322,421.76	$888,735.96	$35,824.64	$98,748.44	20	24
4	1/29/2022	2/28/2022	31	$522,074.39	$1,410,810.35	$58,008.27	$156,756.71	31	34
5	3/1/2022	3/28/2022	28	$360,789.80	$1,771,600.15	$40,087.75	$196,844.46	39	44
6	3/29/2022	4/29/2022	32	$353,052.72	$2,124,652.87	$39,228.08	$236,072.54	47	54
7	4/30/2022	5/27/2022	28	$352,739.26	$2,477,392.13	$39,193.25	$275,265.79	55	63
8	5/28/2022	7/1/2022	35	$185,880.12	$2,663,272.25	$20,653.35	$295,919.14	59	74
9	7/2/2022	8/1/2022	31	$258,962.10	$2,922,234.35	$28,773.57	$324,692.71	65	84
10	8/2/2022	9/2/2022	32	$660,525.72	$3,582,760.07	$73,391.74	$398,084.45	80	95
11	9/3/2022	9/30/2022	28	$865,676.01	$4,448,436.08	-$307,300.04	$90,784.41	91	104
12	10/1/2022	10/31/2022	6	$95,705.92	$4,544,142.00	$1,953.18	$92,737.59	93	106

11/30/2022 Comments - Smith Contracting continued working on miscellaneous punch list items

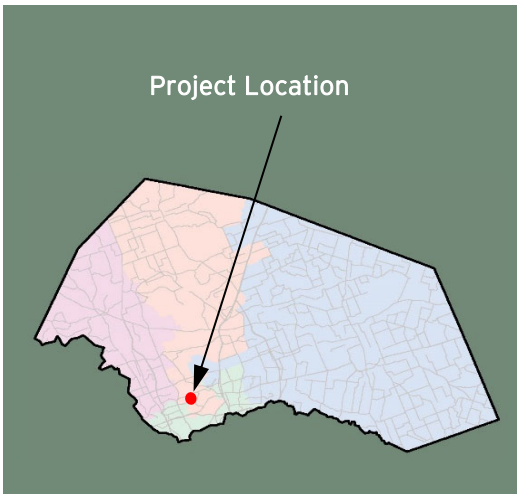
Change Order Number	Approved	Cost This CO	Total COs
01	9/13/2022	$ 26,798.12	$ 26,798.12

1. Design Error and Omission: 1B.Other: This Change Order provides payment for additional drainage pipes needed to maintain positive drainage during the PH 1 construction of the detours. It also provides payment for the roadway signage called out in the plans, but not accounted for in the bid tabs and stripe elimination needed for the different phases of construction. 2. Differing Site Conditions (unforeseeable) 2G:Unadjusted Utility (Unforeseeable) This Change Order also provides payment to the contractor for lowering an AT&T line in-place so that Culvert 1 could be installed.

Change Order Number	Approved	Cost This CO	Total COs
02	9/13/2022	$ 4,058.92	$ 30,857.04

4B. Third Party Accommodation. Third party requested work. This Change Order provides payment to the contractor for replacing the existing concrete driveways at the entrances to the City of Liberty Hill's Park and revising the asphalt driveway quantity. With the existing driveways being concrete, it was requested by the City to go back in concrete.

Adjusted Price = $5,006,372.13



CR 258 Extension
(US 183 to Sunset Ridge Drive)

Project Length: 0.526 Miles
Roadway Classification: Major Collector

Project Schedule: October 2022 - January 2024
Estimated Construction Cost: $6.2 Million

NOVEMBER 2022 IN REVIEW

11/4/22: Joe Bland Construction (JBC) began to build a construction entrance off CR 258 and started to clear ROW for the water line construction. Subcontractor BMP installed the silt fence and erosion control logs on the north side of the easement.

11/11/22: JBC cleared ROW, continued stripping topsoil, and removed trees and underbrush for water line construction.

11/18/22: JBC started clearing ROW, stripping topsoil, removed trees and underbrush for the roadway construction. JBC started pre-trenching for the water line. JBC installed concrete barrier and crash cushions for the Ronald Reagan widening at Elizabeth Parkway. Subcontractor BMP installed the silt fence for the roadway construction.

11/25/22: No work performed this week due to the inclement weather and holiday.

Design Engineer: American Sturcturepoint
Contractor: Joe Bland Construction
Construction Observation: Bruce Thurin, HNTB

Williamson County Road Bond Program

CR 258 Extension
Project No. 22IFB141

Original Contract Price = $5,836,754.36

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
9/14/2022	9/27/2022	11/28/2022	12/8/2022			395		395

11/30/2022 Comments- Notice to Proceed was issued on 11/28/22 with time charges starting on 12/8/22.

Change Order Number	Approved	Cost This CO	Total COs
01	11/11/2022	$ -	$ -

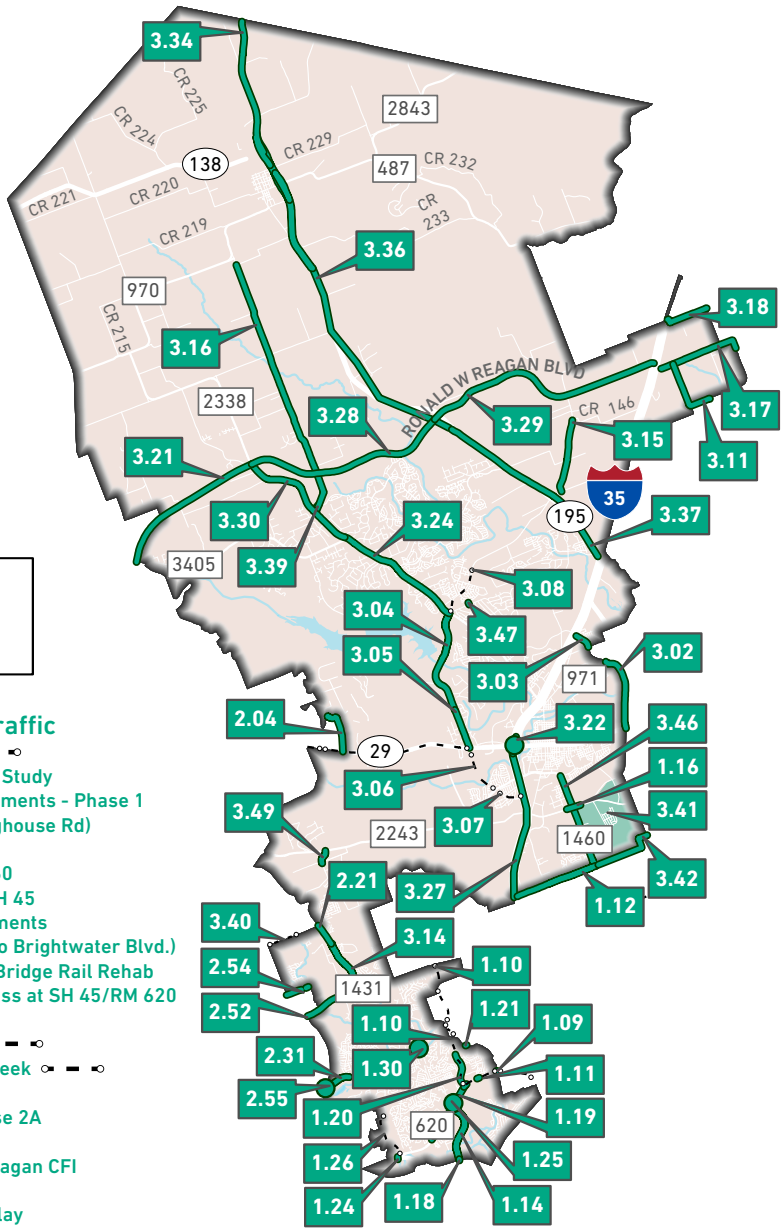
4B: Third Party Accommodation. Third party requesed work. This Change Order modifies the Contract to require that City of Georgetown, (collectively referred to as the "City") be an additional insured to Joe Bland Construction's, L.P. (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the City to the Contractor's insurance was in the terms and conditions of the Interlocal Agreement between the City and Williamson County.

Change Order Number	Approved	Cost This CO	Total COs
02	11/22/2022	$ 422,565.69	$ 422,565.69

3. County Convenience 3F: Additional Work Desired By The County: This Change Order adds items to the Contract for safety improvements needed at Ronald Reagan and Elizabeth Parkway. Ronald Reagan will be widened along the west side of the roadway to allow for a left turn lane into Elizabeth Parkway.

Adjusted Price = $6,259,320.05

2000/2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey

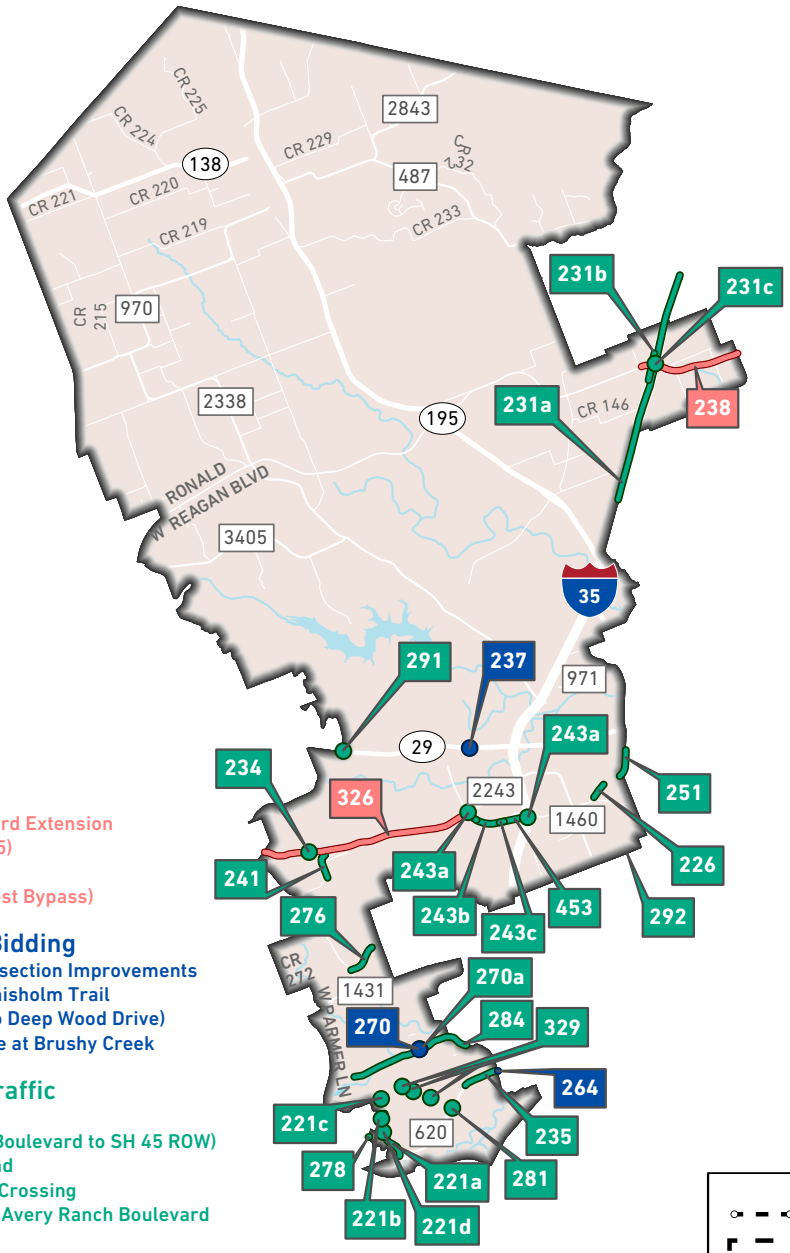


Study

Completed/Open to Traffic

1.09 RM 620 Feasibility
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road
1.30 Great Oaks at Brushy Creek
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3
3.07 Georgetown Inner Loop - Project 4
3.08 Georgetown Inner Loop - Project 5
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

2013 ROAD BOND PROGRAM PROJECTS
Precinct 3 - Commissioner Covey

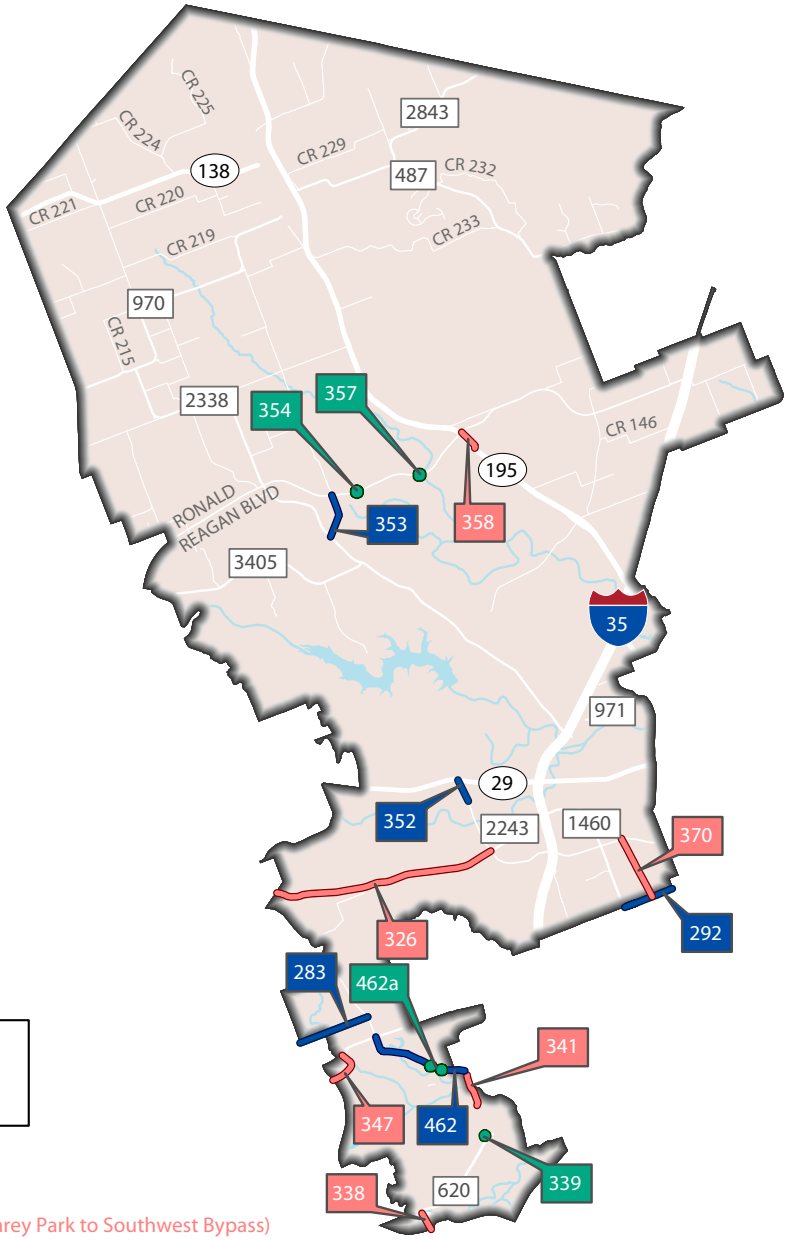


In Design
238 Ronald Reagan Boulevard Extension
Planning (IH 35 to SH 95)
326 RM 2243 Realignment
(Garey Park to Southwest Bypass)

Under Construction/Bidding
237 SH 29 at DB Wood Intersection Improvements
264 RM 620 at Railroad / Chisholm Trail
(IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek

Completed/Open to Traffic
221a Pearson Ranch Road
(South of Avery Ranch Boulevard to SH 45 ROW)
221b Pearson Ranch Road and
Iveans Way Pedestrian Crossing
221c Pearson Ranch Road at Avery Ranch Boulevard
Traffic Signal
221d Neenah Avenue and Pearson Ranch Road Traffic Signal
226 Inner Loop Safety Improvements (LTL at Wilco Way)
231a IH 35 Ramp Reversal and Frontage Road Conversion
(FM 972 to CR 312)
231b Relocation of 48" Williamson County Regional
Raw Waterline - Line B
231c Ronald Reagan Boulevard at IH 35 Bridge Replacement
234 RM 2243 at Escalera Parkway (Intersection Improvements)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243a Southwest Bypass Driveways
243b Southwest Bypass Access Route
243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements
(LTL at Central Maintenance Facility)
270a Great Oaks Drive Waterline Relocations
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
278 Neenah Avenue Widening
(Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620
Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements
(Brushy Bend to Sam Bass Road)
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road / CR 111 / CR 105 (FM 1460 to SH 130)
329 O'Connor Drive Traffic Signals
(Morgan Hill, Great Oaks and Liberty Walk Intersections)
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

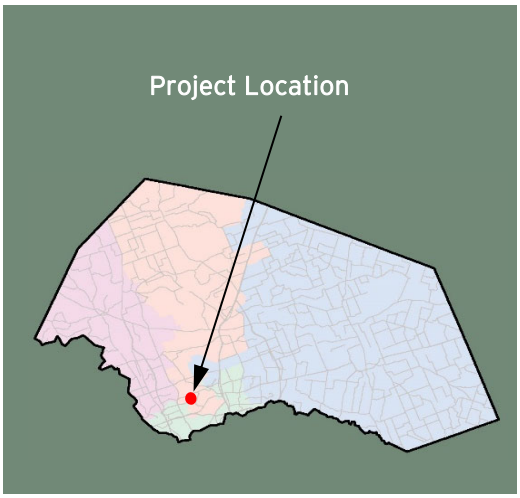
2019 ROAD BOND PROGRAM PROJECTS
Precinct 3 - Commissioner Covey



In Design
326 RM 2243 Realignment (Garey Park to Southwest Bypass)
338 RM 620/SH 45 intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
358 SH 195 at Ronald Reagan Boulevard
370 MoKan (Georgetown Inner Loop to University Boulevard)

Under Construction/Bidding
292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic
339 Wyoming Springs Intersection Improvements (At Smyers Lane)
354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard
462a Corridor H/Sam Bass Road Interim Traffic Signals (Walsh Ranch Boulevard and Great Oaks Drive Intersections)



Great Oaks Drive Bridge at Brushy Creek
(Along Great Oaks Drive from Brightwater Blvd to Oak Ridge Drive)

Project Length: 0.191 Miles
Roadway Classification: Major Collector

Project Schedule: September 2021 - Spring 2023
Estimated Construction Cost: $10.7 Million

NOVEMBER 2022 IN REVIEW

11/4/22: The Phase 3 traffic switch to the new bridge was implemented. DeNucci Constructors installed the portable traffic barrier on the west side of the new bridge. DeNucci began excavating the existing Great Oaks southbound roadway south of Brushy Creek Road. Subcontractors AWP and DIJ set the signs and placed striping for the Phase 3 traffic control.

11/11/22: DeNucci Constructors poured the top leveling pad on both the right and left retaining walls along Brushy Creek Road. DeNucci began potholing the Round Rock 54" wastewater Line at the west footing for bridge Bent 2.

11/18/22: DeNucci Constructors prepared the subgrade and hauled in flexible base for the Brushy Creek Road west tie in. Subcontractor MG Drilling drilled and poured the drill shafts for the west footing at Bent 2.

11/25/22: DeNucci Constructors formed and poured the anchor slab at various locations on both the retaining walls along Brushy Creek Road. DeNucci set the steel and poured the drill shafts at Bent 2. Subcontractor MG Drilling drilled the shafts for footing 1 at Bent 2. Subcontractor GK Construction tied the steel for footing 1 at Bent 2.

Design Engineer: P.E. Structural
Contractor: DeNucci Constructors
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

HNTB

Great Oaks Drive Improvements at Brushy Creek
Project No. T4327

Original Contract Price = $10,580,634.11

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/30/2021	8/3/2021	9/3/2021	9/13/2021				585		585

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/13/2021	9/30/2021	18	$299,881.08	$299,881.08	$33,320.12	$33,320.12	3	3
2	10/1/2021	10/31/2021	31	$305,937.90	$605,818.98	$33,993.10	$67,313.22	6	8
3	11/1/2021	11/30/2021	30	$353,916.66	$959,735.64	$39,324.07	$106,637.29	10	14
4	12/1/2021	12/31/2021	31	$323,378.73	$1,283,114.37	$35,930.97	$142,568.26	13	19
5	1/1/2022	1/31/2022	31	$388,799.66	$1,671,914.03	$43,199.97	$185,768.23	17	24
6	2/1/2022	2/28/2022	28	$496,378.98	$2,168,293.01	$55,153.22	$240,921.45	22	29
7	3/1/2022	3/31/2022	31	$243,581.01	$2,411,874.02	$27,064.55	$267,986.00	25	34
8	4/1/2022	4/30/2022	30	$232,084.08	$2,643,958.10	$25,787.13	$293,773.13	27	39
9	5/1/2022	5/31/2022	31	$754,642.60	$3,398,600.70	$83,849.18	$377,622.31	35	45
10	6/1/2022	6/30/2022	30	$340,143.43	$3,738,744.13	$37,793.71	$415,416.02	39	50
11	7/1/2022	7/31/2022	31	$475,914.67	$4,214,658.80	$52,879.41	$468,295.43	44	55
12	8/1/2022	8/31/2022	31	$373,966.90	$4,588,625.70	$41,551.87	$509,847.30	48	60
13	9/1/2022	9/30/2022	30	$334,474.19	$4,923,099.89	$37,163.80	$547,011.10	51	65
14	10/1/2022	10/31/2022	31	$596,227.60	$5,519,327.49	$66,247.51	$613,258.61	57	71

11/30/2022 Comments - Phase 3 is ongoing with an anticipated completion date of April 2023.

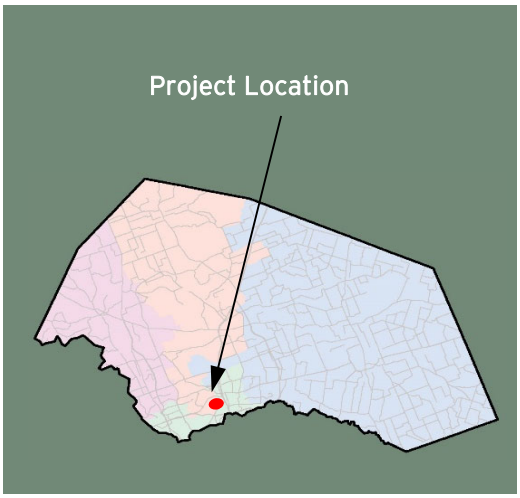
Change Order Number	Approved	Cost This CO	Total COs
01	3/29/2022	$ 29,487.96	$ 29,487.96

4B: Third Party Accommodation. Third Party Requested Work, 2E: Differing Site Condition. Miscellaneous difference in site conditions (unforeseeable), 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds items to pay the Contractor to pour a concrete cap over an existing City of Round Rock (CORR) wastewater manhole at Bent, excavate to find an existing CORR wastewater line trench, and for standby costs due to a conflict with existing ATT line at Culvert C.

Change Order Number	Approved	Cost This CO	Total COs
02	9/13/2022	$ 100,234.16	$ 129,722.12

6C. Untimely ROW/Utilities. Utilities not clear. This Change Order adds an item to pay the Contractor for emergency repairs to the existing City of Round Rock wastewater line that was damaged while drilling for a drill shaft for the Hairy Man bridge abutment. Cost sharing (one third) was agreed to by the County with the contractor, DeNucci Constructors.

Adjusted Price = $10,710,356.23



CR 111 Westinghouse Road
(FM 1460 to SH 130 and CR 110 North to CR 111)

Project Length: 4.633 Miles
Roadway Classification: Rural Collector

Project Schedule: January 2022 - Spring 2024
Estimated Construction Cost: $21.8 Million

NOVEMBER 2022 IN REVIEW

11/4/22: Capital Excavation continued open-trenching for the 36-inch steel casing with 24-inch water line across the section of CR 110 at the west side of Bell Gin Road, and a 4-inch water line parallel to CR110 North. Subcontractor Tom Arnold Drilling plugged two water wells at Bell Gin Road and CR 105 Spur.

11/11/22: Capital Excavation bored across the road east of Bell Gin for a 20-inch steel casing and a 12-inch water line. Capital excavated subgrade for the road west of Gateway School and Bell Gin Road. The contractor placed concrete for driveway west of Culvert 2 and flexible base for driveways west of Bell Gin Road. The contractor began placing the storm drain systems west of Gateway School and Bell Gin Road.

11/18/22: Capital Excavation connected a new 24-inch and 16-inch water lines to existing water lines between Rock Ride and Bell Gin Road and the CR 105 Spur. Capital excavated, graded subgrade and began placing flexible base for the road west of Gateway School and west of Bell Gin Road. The contractor completed placing the storm drain west of Gateway School.

11/25/22: Capital Excavation began boring for a 4-inch steel casing across the roadway west of SH 130. Capital placed a second lift of flexible base for proposed road west of Gateway School and West of Bell Gin Road.

Design Engineer: Steger Bizzell
Contractor: Capital Excavation
Construction Observation:
Chuck Evans, HNTB

Williamson County
Road Bond Program

HNTB

CR 111 Westinghouse Road
Project No. 22IFB39

Original Contract Price = $21,024,332.88

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/15/2021	1/11/2022	1/20/2022	1/30/2022				700		700

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/1/2022	2/28/2022	28	$142,149.86	$142,149.86	$15,794.43	$15,794.43	1	4
2	3/1/2022	3/31/2022	31	$1,624,724.26	$1,766,874.12	$180,524.92	$196,319.35	9	8
3	4/1/2022	4/30/2022	30	$1,286,121.32	$3,052,995.44	$142,902.37	$339,221.72	16	13
4	5/1/2022	5/31/2022	31	$1,110,146.62	$4,163,142.06	$123,349.64	$462,571.36	21	17
5	6/1/2022	6/30/2022	30	$482,208.08	$4,645,350.14	$53,578.66	$516,150.02	24	21
6	7/1/2022	7/31/2022	31	$787,719.86	$5,433,070.00	$87,524.44	$603,674.46	28	26
7	8/1/2022	8/31/2022	31	$822,906.88	$6,255,976.88	$91,434.10	$695,108.56	32	30
8	9/1/2022	9/30/2022	30	$1,707,686.45	$7,963,663.33	$189,742.92	$884,851.48	41	35
9	10/1/2022	10/31/2022	31	$1,107,286.40	$9,070,949.73	$123,031.82	$1,007,883.30	46	39

11/30/2022 Comments - Roadway construction, storm sewer, and installation of water lines continues.

Change Order Number	Approved	Cost This CO	Total COs
01	5/3/2022	$233,364.00	$ 233,364.00

2 Differing in site conditions. (Unforeseeable) 2E. Miscellaneous difference in site conditions (unforeseeable) (item 9): This change order compensates the Contractor for over-excavating unsuitable material and importing embankment material from offsite that meets the requirements in the specifications. With the limited areas on the project to find suitable material it was agreed to import the required material. A Force Account item has been created to cover half of the cost of the imported material and half of the trucking. This amount is to cover this area and any other areas that may be encountered on site.

Change Order Number	Approved	Cost This CO	Total COs
02	5/3/2022	$7,553.84	$ 240,917.84

1B. Design Error or Omission. Other: This change order compensates the Contractor for upsize changes in 6 inlet and 1 junction box to accommodate pipe size design. The revisions affected estimate page 15, summary page 18, storm drainage pages; 149 for Inlet C-5 and C-6, page 150 for Inlets E-4 and E-5, page 151 for Inlet F-6, page 153 for Inlet I-6 and page 154 for Junction Box K.

Change Order Number	Approved	Cost This CO	Total COs
03	7/142022	$20,307.20	$ 261,225.04

1.Design Error or Omission. 1A: incorrect PS&E. This Change Order is in response to RFI 22 that updated the quantity for pay item 106-6002 OBLITERATING ABANDONED ROADWAY. The item has been recalculated and the difference is included in this Change Order to cover the actual quantity.

Change Order Number	Approved	Cost This CO	Total COs
04	7/13/2022	$454,267.40	$ 715,492.44

1. Design Error or omission. 1B. Other: This Change Order updates the bid item quantities that were revised in the plan set summary sheet, but not reflected in the Bid Form. The Change Order also includes pay items for 2 new items that were identified in the plans, but inadvertently left off the Bid Form.

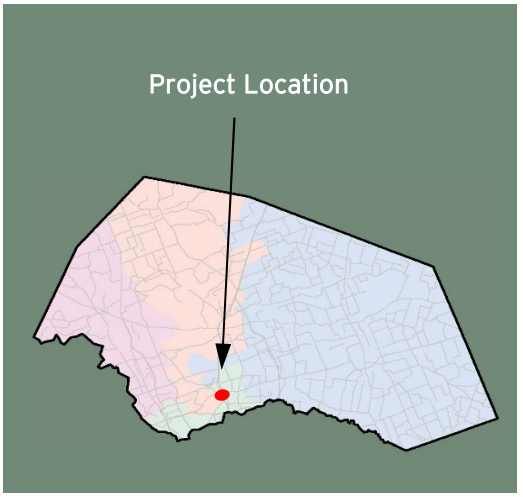
Change Order Number	Approved	Cost This CO	Total COs
05	11/22/2022	$41,134.66	$ 756,627.10

1. Design Error or Omission. 1B. Other. The existing section of the roadway in front of Gateway School was constructed prior to the project letting. This portion of the roadway was to remain in place and the proposed roadway was to tie into it.The contractor constructed around this portion of the roadway so that the tie-ins would work with the current plan design. 1B. Other. This Change Order also adds items for flowable fill and concrete dissipaters at the culvert outfalls.

Change Order Number	Approved	Cost This CO	Total COs
06	11/22/2022	$24,159.20	$ 780,786.30

2. Differing Site Conditions: (Unforeseeable) 2J. Other: While clearing the ROW, 4 water wells were encountered. This Change Order provides payment to the Contractor for having the plugging and abandoning four (4) wells, by a licensed water well company. Upon completion of the well abandonment, plugging reports will be filed.

Adjusted Price = $21,805,119.18



Southwest Bypass Extension
(SH 29 to Wolf Ranch Parkway)

Project Length: .905 Miles
Roadway Classification: Minor Arterial

Project Schedule: August 2022 - Summer 2023
Estimated Construction Cost: $4.3 Million

NOVEMBER 2022 IN REVIEW

11/4/22: Joe Bland Construction (JBC) continued milling the roadway to subgrade and excavating the ditches on the east and west side of the roadway from Wolf Ranch to SH 29. JBC graded for sidewalk south of Wolf Ranch Road and east of existing Southwest Bypass. JBC formed and placed sidewalk next to apartments.

11/11/22: JBC continued milling the roadway to subgrade and excavating the ditches along the roadway from Wolf Ranch to SH 29. JBC placed topsoil in the ditch along west side. JBC continued to form and place concrete sidewalk next to the apartments.

11/18/22: JBC continued milling the roadway to subgrade and excavating the ditches along the roadway from Wolf Ranch to SH 29. JBC formed and placed concrete sidewalk along the east side of the SW Bypass south of Wolf Ranch Parkway.

11/25/22: JBC continued milling the roadway to subgrade and excavating the ditches along the proposed roadway from Wolf Ranch to SH 29. JBC formed and placed concrete sidewalk along the east side of the SW Bypass.

Design Engineer: LJA
Contractor: Joe Bland Construction
Construction Observation:
Dave Thomas, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Southwest Bypass Extension
Project No. 22IFB110

Original Contract Price = $4,288,543.00

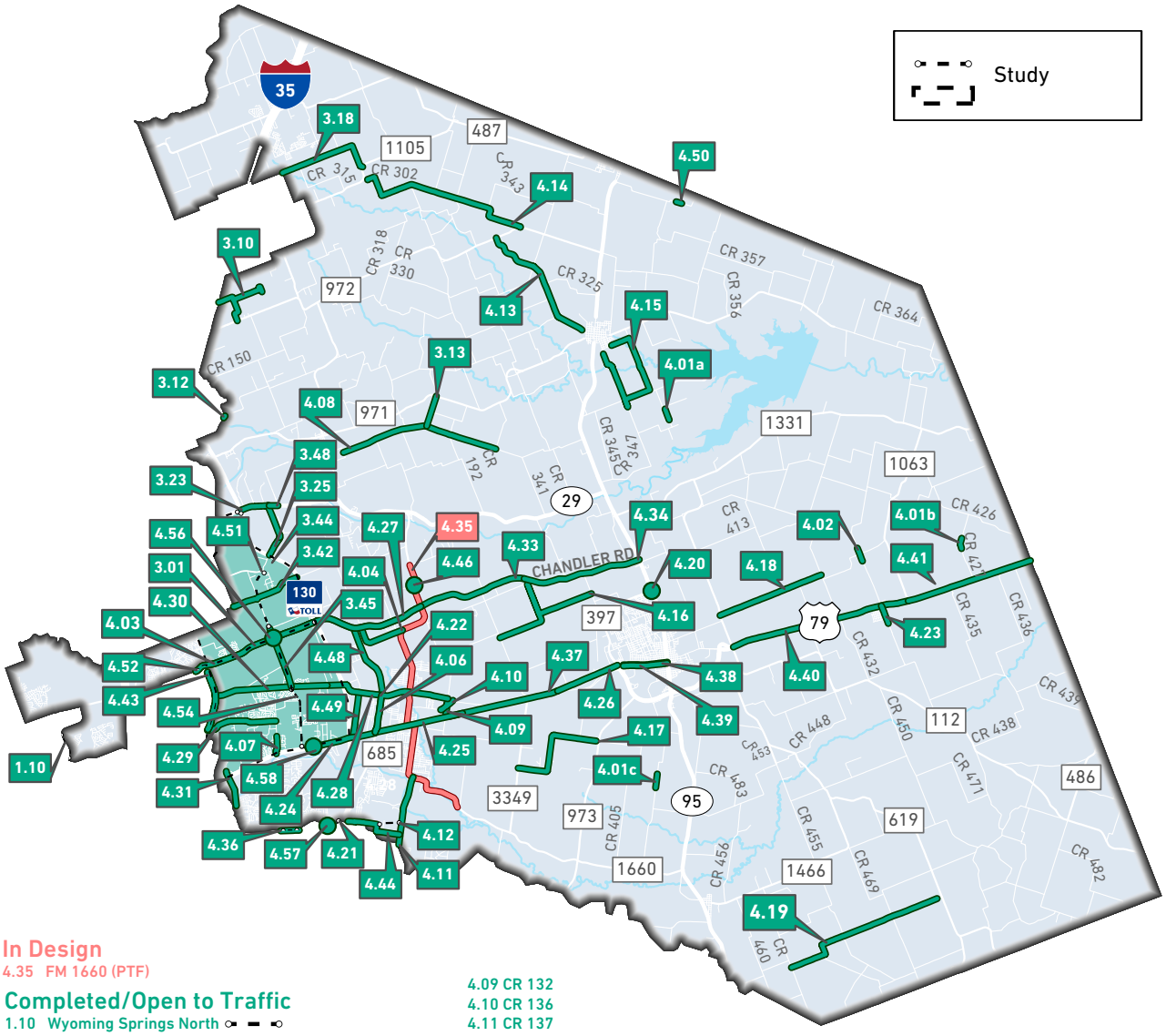
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/23/2022	7/12/2022	8/18/2022	8/29/2022				239		239

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/29/2022	8/31/2022	3	$77,542.20	$77,542.20	$8,615.80	$8,615.80	2	1
2	9/1/2022	9/30/2022	30	$126,769.50	$204,311.70	$14,085.50	$22,701.30	5	14
3	10/1/2022	10/31/2022	31	$460,653.35	$664,965.05	$51,183.71	$73,885.01	17	27

11/30/2022 Comments - Contractor continues excavating drainage ditches and subgrade and placing concrete sidewalks throughout the project.

Adjusted Price = $4,288,543.00

2000/2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



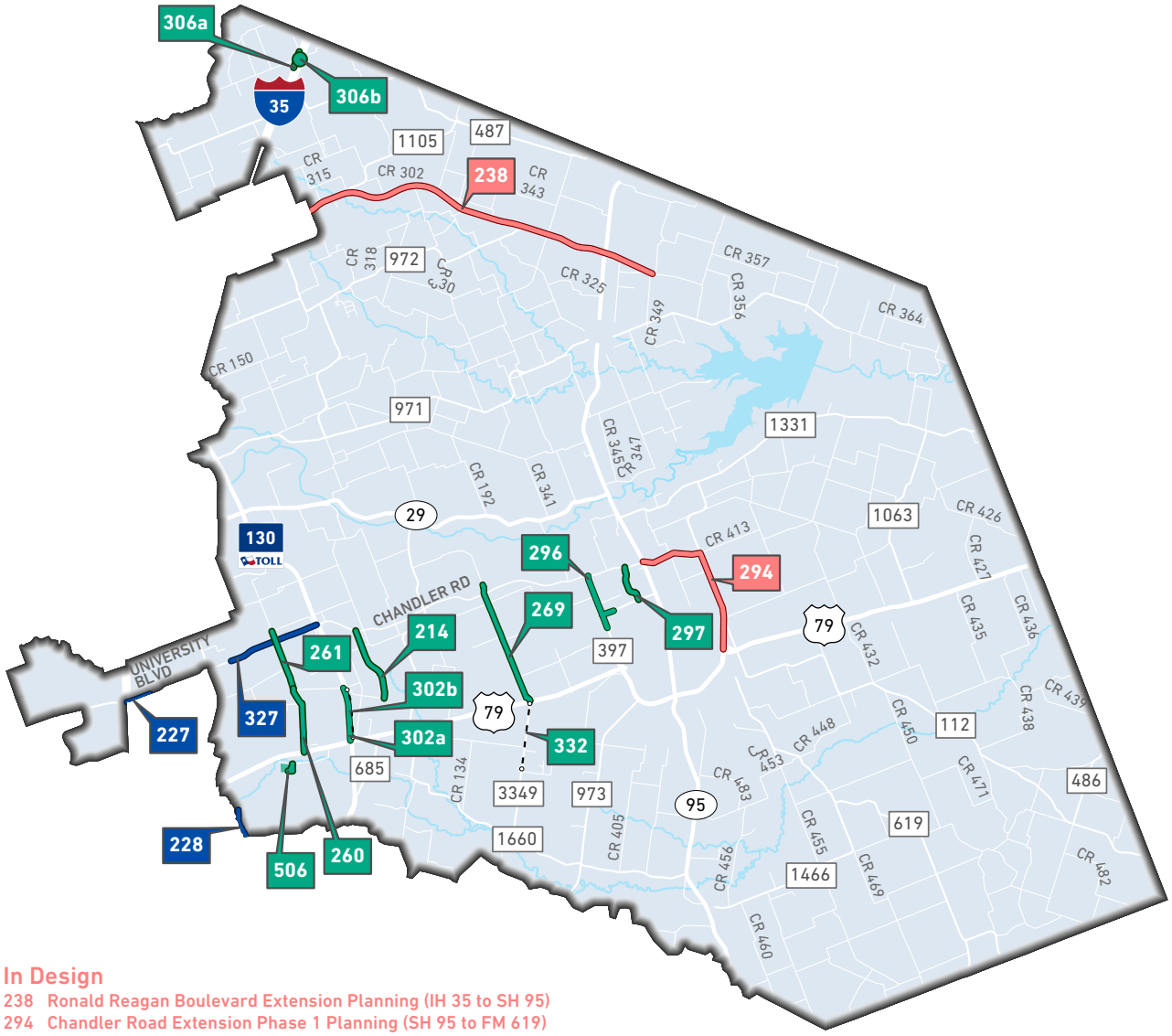
In Design

4.35 FM 1660 (PTF)

Completed/Open to Traffic

1.10 Wyoming Springs North
3.01 FM 1460 to CR 110
3.10 CR 142
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 – Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston)
3.45 CR 110 Middle (North of Limmer Loop to CR 107)
3.48 SH 29 Widening - 12" Water Main Relocation
4.01a CR 427 Bridge Replacement
4.01b CR 390 Bridge Replacement
4.01c CR 406 Bridge Replacement
4.02 CR 424 Bridge Replacement
4.03 Chandler Road - Phase 1
4.04 CR 100
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop - Phase 1A
4.23 Thrall School Zone
4.24 US 79 - Section 1
4.25 US 79 - Section 2
4.26 US 79 - Section 3A
4.27 Chandler Rd. - Phase 2
4.28 Limmer Loop - Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop - Phase 1C
4.31 Kenney Fort Boulevard - Phase 1
4.33 Chandler Rd. - Phase 3A
4.34 Chandler Rd. - Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110 / Arterial A
4.52 University Blvd. (Chandler Rd.) Expansion
4.54 CR 110 South - (US 79 to Limmer Lp)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

2013 ROAD BOND PROGRAM PROJECTS
Precinct 4 - Commissioner Boles



In Design
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
294 Chandler Road Extension Phase 1 Planning (SH 95 to FM 619)

Under Construction/Bidding
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Boulevard Segments 2 and 3 (Forest Creek Boulevard to SH 45)
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)

Completed/Open to Traffic
214 CR 119 (Limmer Loop to Chandler Road)
260 CR 110 South (US 79 to Limmer Loop)
261 CR 110 Middle (Limmer Loop to CR 107)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
269 CR 101 (US 79 to North of Chandler Road)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
302b SH 130 Traffic
306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
306b CR 305 at IH 35 Bridge Replacement
332 FM 3349/US 79 Interchange (US 79 to CR 404)
506 Oak Bluff and Greenfield Drainage Improvements

Study

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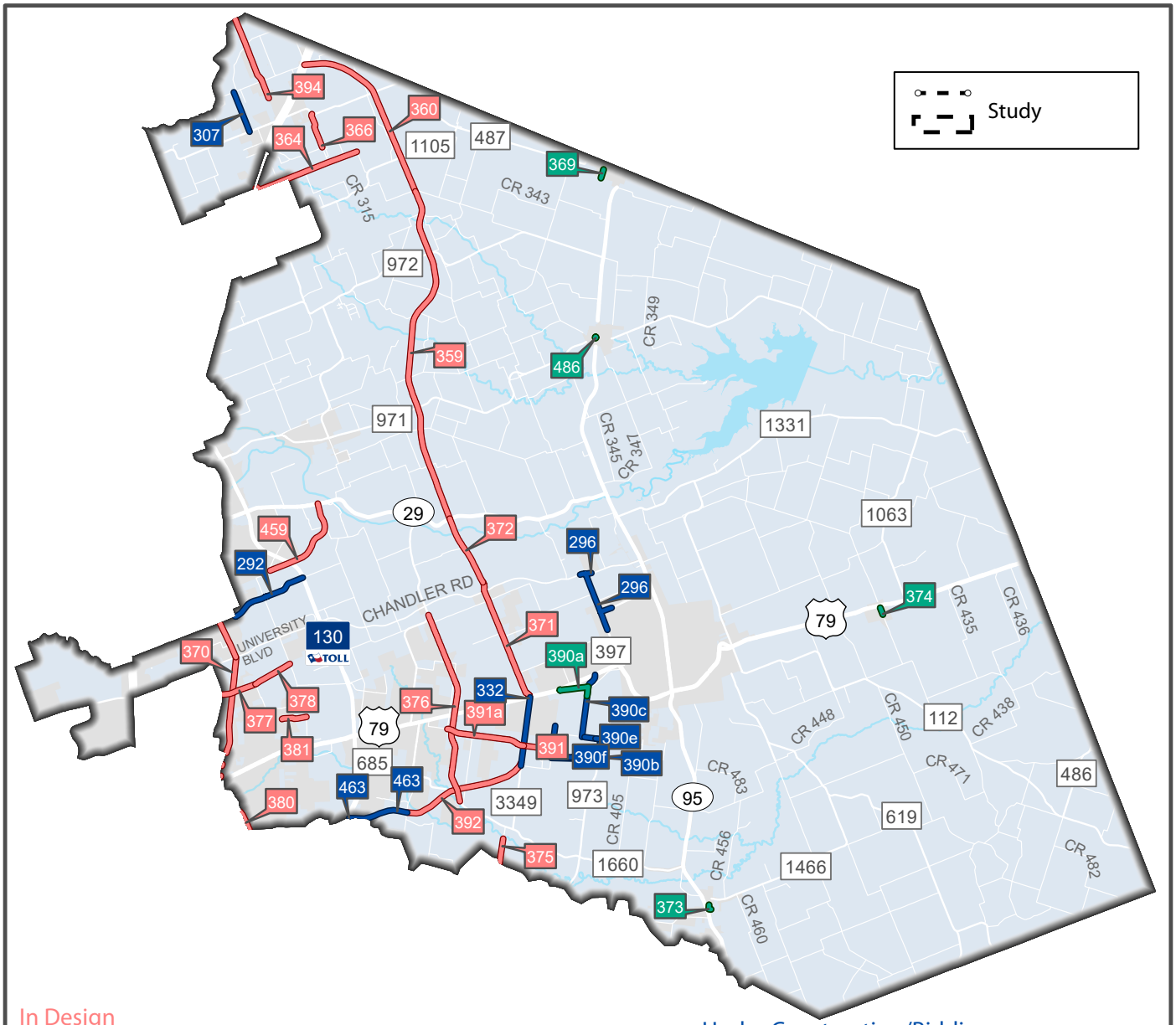
2019 ROAD BOND PROGRAM PROJECTS
Precinct 4 - Commissioner Boles



In Design

359 Corridor E4 (Future SH 29 to Ronald Reagan Extension / Corridor D)
360 Corridor E5 (Ronald Reagan Extension / Corridor D to IH 35 / CR 305)
364 CR 314 Safety Improvement (IH 35 Northbound Frontage Rd to East of CR 3001)
366 CR 332 Realignment (South of FM 487 to North of CR 313)
370 MoKan (Georgetown Inner Loop to University Boulevard)
371 Corridor E2 (US 79 to Chandler Road / Corridor B2)
372 Corridor E3 (Chandler Road / Corridor B2 to Future SH 29)
375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
376 CR 134/CR 132 Extension (Hutto Arterial)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
380 MoKan (University Boulevard to SH 45)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
391 CR 404 Realignment (CR 404 to FM 3349)
391a CR 132 Realignment
392 Southeast Loop Segment 2, Phase 1 (CR 137 to CR 404)
394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)
459 Southeast Inner Loop Extension (Corridor C)
(Sam Houston Avenue at Patriot Way to SH 29)

Under Construction/Bidding

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
296 CR 366 (Chandler Road to Carlos G. Parker Boulevard Northwest)
307 Bud Stockton Extension (CR 305 to FM 487)
332 FM 3349/US 79 Interchange (US 79 to CR 404)
390c CR 401/CR 404 Improvements (US 79 to CR 404)
390e CR 404 at FM 973 (CR 404)
390f Future County Road (CR 404 to FM 973)
463 Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

Completed/Open to Traffic

369 Bartlett Project (Cotrell Street)
373 Coupland Street Project (S. Broad & Muery Streets)
390a CR Improvements and Paving (CR401, CR402, CR404)
390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
374 Thrall Street Project - S. Bounds Street
486 Granger Project (Davilla Street Culvert) (Davilla Street to N Walton Street)

CR 101 (US 79 to Chandler Road)
Project No. 2138

Original Contract Price = $13,092,842.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
10/10/2019	11/5/2019	6/26/2020	7/6/2020	3/1/2022			540		540

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/6/2020	7/25/2020	20	$366,881.43	$366,881.43	$40,764.60	$40,764.60	3	4
2	7/26/2020	8/30/2020	36	$2,072,374.48	$2,439,255.91	$230,263.83	$271,028.43	21	10
3	8/31/2020	9/23/2020	24	$66,831.99	$2,506,087.90	$7,425.78	$278,454.21	21	15
4	9/24/2020	10/25/2020	32	$531,044.64	$3,037,132.54	$59,004.96	$337,459.17	26	21
5	10/26/2020	11/29/2020	35	$424,017.35	$3,461,149.89	$47,113.04	$384,572.21	30	27
6	11/30/2020	12/27/2020	28	$709,324.00	$4,170,473.89	$78,813.77	$463,385.98	36	32
7	12/28/2020	1/27/2021	31	$294,970.38	$4,465,444.27	$32,774.49	$496,160.47	38	38
8	2/1/2021	2/28/2021	28	$293,948.14	$4,759,392.41	$32,660.91	$528,821.38	41	43
9	3/1/2021	3/31/2021	31	$367,172.81	$5,126,565.22	$40,796.97	$569,618.35	44	49
10	4/1/2021	4/30/2021	30	$421,691.16	$5,548,256.38	$46,854.58	$616,472.93	47	55
11	5/1/2021	5/31/2021	31	$703,963.56	$6,252,219.94	$78,218.17	$694,691.10	53	60
12	6/1/2021	6/30/2021	30	$348,806.38	$6,601,026.32	$38,756.27	$733,447.37	56	66
13	7/1/2021	7/31/2021	31	$450,541.31	$7,051,567.63	$50,060.14	$783,507.51	60	72
14	8/1/2021	8/31/2021	31	$759,767.66	$7,811,335.29	$84,418.63	$867,926.14	67	77
15	9/1/2021	9/30/2021	30	$572,768.63	$8,384,103.92	$63,640.93	$931,567.07	71	83
16	10/1/2021	10/31/2021	31	$731,491.99	$9,115,595.91	-$451,798.89	$479,768.18	74	89
17	11/1/2021	11/30/2021	30	$496,699.04	$9,612,294.95	$26,142.05	$505,910.23	78	94
18	12/1/2021	12/31/2021	31	$786,832.47	$10,399,127.42	$41,412.24	$547,322.47	84	100
19	1/1/2022	1/31/2022	31	$168,386.88	$10,567,514.30	$8,862.46	$556,184.93	85	106
20	2/1/2022	2/28/2022	28	$662,254.39	$11,229,768.69	$34,855.50	$591,040.43	91	111
21	3/1/2022	3/31/2022	1	$174,865.08	$11,404,633.77	$9,203.42	$600,243.85	92	111
22	4/1/2022	4/30/2022	0	$427,447.18	$11,832,080.95	-$358,772.84	$241,471.01	93	111
23	5/1/2022	5/31/2022	0	$58,135.36	$11,890,216.31	$1,186.44	$242,657.45	93	111
24	6/1/2022	6/30/2022	0	$1,755.09	$11,891,971.40	$35.81	$242,693.26	93	111
25	7/1/2022	7/31/2022	0	$1,665.44	$11,893,636.84	$33.99	$242,727.25	93	111
26	8/1/2022	9/30/2022	0	$36,850.58	$11,930,487.42	$752.05	$243,479.30	93.4	111

11/30/2022 Comments - Processing Final Balancing Change Order and coordinating final acceptance with the contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	9/14/2021	$ 139,570.57	$ 139,570.57

3F: County Convenience. Additional work desired by the County. This Change Order adds various changes to the project, including additional pipe underdrains to help alleviate groundwater, concrete used to backfill Culvert 4, and use of full-depth asphalt on side roads and intersections to expedite reconstruction of roadways.

Change Order Number	Approved	Cost This CO	Total COs
02	9/14/2021	$ 87,600.15	$ 227,170.72

3F: County Convenience. Additional work desired by the County. This Change Order documents the change in the method of installation of the 24" waterline encasement pipe across CR 368 and CR 101 and adds 4 - 4" bores and water meter relocations to the contract.

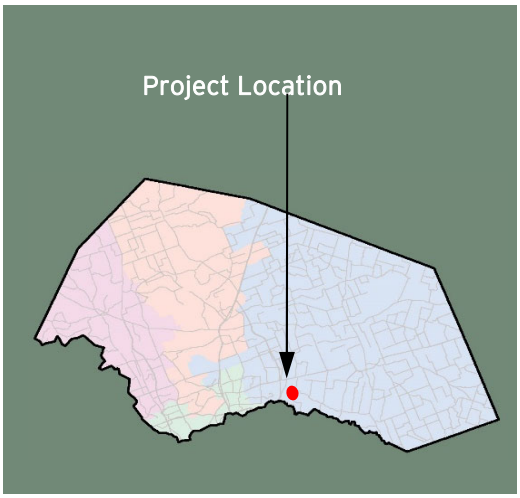
Change Order Number	Approved	Cost This CO	Total COs
03	9/28/2021	$ 81,281.83	$ 308,452.55

3B: County Convenience. Public relations improvement. This change order changes the pavement section from typical flexible base to full-depth asphalt at south end tie-in to existing pavement, adds a driveway for a landowner and adds a sixth wire and water gap fence across Little Mustang Creek.

Change Order Number	Approved	Cost This CO	Total COs
04	9/28/2021	$ (366,519.81)	$ (58,067.26)

3C. County Convenience. Implementation of a Value Engineering finding. This Change Order removes quantities for various Jonah Water SUD water line items, due to an alignment shift at the southern end of the project at the US 79 intersection. 3F. County Convenience. Additional work desired by the County. This change order adds a force account item to the contract to compensate the contractor for pavement repairs in the roadway and to perform grading to prevent future saturation.

Adjusted Price = $13,034,774.74



Southeast Loop Segment 1, Phase 1
(Northbound Frontage of SH 130 to CR 137)

Project Length: 1.848 Miles
Roadway Classification: Rural Collector

Project Schedule: July 2021 - Summer 2023
Estimated Construction Cost: $11.7 Million

NOVEMBER 2022 IN REVIEW

11/4/22: James Construction (JCG) continued placing drainage pipe at the west end of the project. Subcontractor Elite Curb formed and poured the curb and gutter for the Bridge Church Driveway. Subcontractor TEM placed erosion control blankets between the Bridge Church and the SCS Pond. Subcontractor GK Construction tied steel for spans 4, 5, 6 and 7 on the SCS Pond 21 Bridge.

11/11/22: JCG poured the remainder of the SCS Pond 21 Bridge deck and poured the concrete sidewalk between the Tributary Bridge and the SCS Pond 21 Bridge. JCG chip sealed and placed asphalt on the Bridge Church and the Covered Bridge Community driveways. Subcontractor TEM placed erosion control blankets and silt fence around the SCS Pond.

11/18/22: JCG began working on the CR 137 tie-in by excavating the shoulder and placing flexible base. JCG poured both approach slabs on the SCS Pond 21 Bridge and the concrete riprap at both abutments for the Tributary Bridge. JCG began placing the steel for the bridge railing on the Tributary Bridge.

11/25/22: JCG continued working on the CR 137 tie-in by excavating the shoulder and placing flexible base. JCG placed the reinforced steel for railings for all the MSE walls and formed the curb and gutter tie-ins to the SCS Pond 21 Bridge.

Design Engineer: RTG
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Southeast Loop Segment 1, Phase 1
Project No. T3346

Original Contract Price = $11,526,789.09

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/30/2021	4/27/2021	7/12/2021	7/19/2021				534	24	558

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/19/2021	8/31/2021	44	$767,411.06	$767,411.06	$85,267.90	$85,267.90	7	8
2	9/1/2021	9/30/2021	30	$328,739.28	$1,096,150.34	$36,526.58	$121,794.48	10	13
3	10/1/2021	10/31/2021	31	$221,811.16	$1,317,961.50	$24,645.69	$146,440.17	12	19
4	11/1/2021	11/30/2021	30	$278,008.69	$1,595,970.19	$30,889.85	$177,330.02	15	24
5	12/1/2021	12/31/2021	31	$331,070.23	$1,927,040.42	$36,785.58	$214,115.60	18	30
6	1/1/2022	1/31/2022	31	$624,535.89	$2,551,576.31	$69,392.88	$283,508.48	24	35
7	2/1/2022	2/28/2022	28	$352,666.85	$2,904,243.16	$39,185.20	$322,693.68	27	40
8	3/1/2022	3/31/2022	31	$815,310.79	$3,719,553.95	$90,590.09	$413,283.77	35	46
9	4/1/2022	4/30/2022	30	$741,856.71	$4,461,410.66	$82,428.53	$495,712.30	42	51
10	5/1/2022	5/31/2022	31	$625,433.98	$5,086,844.64	$69,492.66	$565,204.96	48	57
11	6/1/2022	6/30/2022	30	$498,845.27	$5,585,689.91	$55,427.25	$620,632.21	53	62
12	7/1/2022	7/31/2022	31	$521,580.90	$6,107,270.81	$57,953.44	$678,585.65	58	68
13	8/1/2022	8/31/2022	31	$672,002.44	$6,779,273.25	$74,666.93	$753,252.58	64	73
14	9/1/2022	9/30/2022	30	$936,075.41	$7,715,348.66	$104,008.38	$857,260.96	73	79
15	10/1/2022	10/31/2022	31	$851,880.44	$8,567,229.10	-$406,354.16	$450,906.80	77	84
16	11/1/2022	11/30/2022	30	$625,070.26	$9,192,299.36	$32,898.43	$483,805.23	82	90

11/30/2022 Comments - Asphalt paving, storm sewer and bridge work at the SCS Pond and Tributary Creek continues.

Change Order Number	Approved	Cost This CO	Total COs
01	8/3/2021	$ 148,710.35	$ 148,710.35

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

Change Order Number	Approved	Cost This CO	Total COs
02	10/4/2002	$73,007.39	$221,717.74

2C. Differing site conditions (Unforeseeable). New development (conditions changing after PS&E completed): This Change Order documents various changes to the contract related to new developer and Church driveways on the west end of the project. 3F. County Convenience. Additional work desired by the County: In addition to the driveways, the bridge rail was changed along the bridge to a more appealing look. 1B. Design Error or Omission. Other: Additional excavation was needed in Pond 21 to create more volume and line EA had to be adjusted for optimum flow along Wall 4.

Adjusted Price = $11,748,506.83

Project Name: Coupland (S. Broad and Muery St.) Project
Project No. 21IFB20

Original Contract Price = $519,919.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
10/13/2021	10/27/2021	3/25/2022	4/5/2022	6/15/2022			96		96

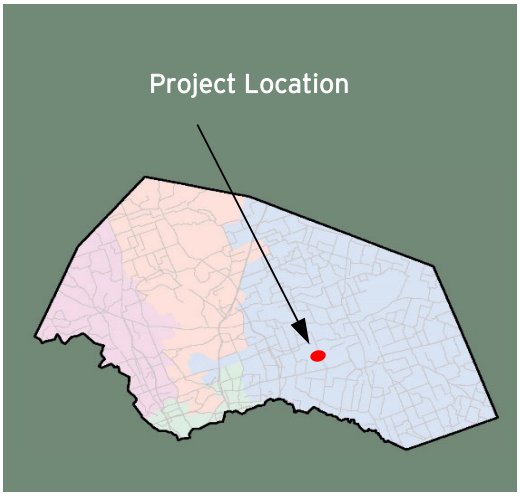
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/5/2022	7/8/2022	72	$284,289.95	$284,289.95	$31,587.77	$31,587.77	70	75
2	9/9/2022	9/23/2022	0	$156,134.52	$440,424.47	-$22,599.52	$8,988.25	99.7	75

11/30/2022 Comments - Coordinating final paperwork with the Contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	9/14/2022	$ (68,961.25)	$ (68,961.25)

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also revises the pavement section and adds drainage improvements along Broad and Muery Street.

Adjusted Price = $450,957.75



CR 401 Reconstruction

Project Length: 1.253 Miles
Roadway Classification: Rural Collector

Project Schedule: April 2022 - Summer 2023
Estimated Construction Cost: $13.3 Million

NOVEMBER 2022 IN REVIEW

11/4/22: James Construction (JCG) completed the temporary embankment on the north side of the Mustang Creek Tributary Bridge. The contractor began grading and forming the concrete rip rap in the southbound ditch line along Cr 401. Subcontractor Texas Materials placed temporary asphalt on the north side of the bridge for the Phase 2 traffic alignment.

11/11/22: JCG began placing topsoil along the ditches in the green field area. Subcontractor Texas Materials placed seal coat and paved asphalt in the green field section and south end of the project. Subcontractor Sexton placed the temporary water line around the bore pit on the north side of the Mustang Creek Tributary and continued excavating the bore pit.

11/18/22: JCG removed and placed concrete barrier to allow work in the center median of US 79. Subcontractor Texas Materials paved asphalt south of the bridge at the south tie-in, and for the detour south of the bridge. Subcontractor Sexton finished the bore pit and began boring on the north side of the Mustang Creek Tributary for the City of Taylor water line.

11/25/22: JCG removed forms from the rip rap in the ditch line along southbound CR 401. The contractor began cleaning the new asphalt for the upcoming striping work.

Design Engineer: HNTB
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: CR 401 Reconstruction Project
Project No. 22IFB57

Original Contract Price = $12,673,200.94

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
3/11/2022	3/22/2022	4/21/2022	5/2/2022			505	-70	435

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/14/2022	4/21/2022	0	$541,350.00	$541,350.00	$60,150.00	$60,150.00	5	0
2	4/22/2022	5/31/2022	30	$213,264.25	$754,614.25	$23,696.03	$83,846.03	6	7
3	6/1/2022	7/1/2022	31	$1,394,793.70	$2,149,407.95	$154,977.08	$238,823.11	18	14
4	7/2/2022	7/31/2022	30	$690,418.59	$2,839,826.54	$76,713.17	$315,536.28	24	21
5	8/1/2022	8/31/2022	31	$276,688.62	$3,116,515.16	$30,743.18	$346,279.46	26	28
6	9/1/2022	9/30/2022	30	$784,682.38	$3,901,197.54	$87,186.93	$433,466.39	33	35
7	10/1/2022	10/31/2022	31	$776,738.57	$4,677,936.11	$86,304.29	$519,770.68	39	42
8	11/1/2022	11/30/2022	30	$875,684.24	$5,553,620.35	$97,298.25	$617,068.93	46	49

11/30/2022 Comments - Roadway work and Mustang Creek Tributary Bridge work continues.

Change Order Number	Approved	Cost This CO	Total COs
01	9/15/2022	$ 13,315.52	$ 13,315.52

3G. County Convenience. Compliance requirements of new laws and/or policies. Revised the pavement section within the US 79 TxDOT ROW to meet their requirements and revised some signal phasing/timing at the proposed intersection of US 79 and CR 401.

Change Order Number	Approved	Cost This CO	Total COs
02	9/20/2022	$ 414,400.00	$ 427,715.52

4B. Third Party Accommodation. Third party requested work. This Change Order reduces the Contract Time by 70 days, from 505 Calendar days to 435 Calendar Days with a maximum incentive cap. This acceleration in the Contract Time is necessary, in order to meet the County's project delivery deadline of 7/31/2023.

Change Order Number	Approved	Cost This CO	Total COs
03	10/5/2022	$ 214,351.37	$ 642,066.89

3F. County Convenience. Additional work desired by the County. This Change Order changes the City of Taylor water line pipe material from ductile iron to PVC. This is necessary, due to the availability of materials.

Adjusted Price = $13,315,267.83

Project Name: CR 404 Hutto Water Line HDPE Pipe
Project No. 22IFB96

Original Contract Price = $1,862,199.25

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
5/2/2022	5/10/2022	5/13/2022	5/23/2022	9/30/2022			30		30

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/23/2022	5/31/2022	9	$1,435,719.80	$1,435,719.80	$75,564.20	$75,564.20	81	30
2	6/1/2022	6/30/2022	30	$115,763.68	$1,551,483.48	$6,092.83	$81,657.03	88	130
3	7/1/2022	7/31/2022	31	$91,900.31	$1,643,383.79	$4,836.85	$86,493.88	93	233
4	8/1/2022	8/31/2022	31	$93,601.60	$1,736,985.39	$4,926.40	$91,420.28	98	337
5	9/1/2022	9/30/2022	30	$8,353.90	$1,745,339.29	$439.68	$91,859.96	99	437

11/30/2022 Comments - Processing final balancing change order and close out paperwork with the contractor.

Adjusted Price = $1,862,199.25

Project Name: CR 404 Hutto Water Line Realignment
Project No. T5045

Original Contract Price = $2,897,639.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/25/2021	9/14/2021	5/13/2022	5/23/2022	10/4/2022			65		65

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/12/2022	2/6/2022	0	$49,500.00	$49,500.00	$5,500.00	$5,500.00	2	0
2	2/7/2022	4/30/2022	0	$144,305.28	$193,805.28	$16,033.92	$21,533.92	6	0
3	5/23/2022	6/30/2022	39	$397,058.96	$590,864.24	$44,117.66	$65,651.58	19	60
4	7/1/2022	7/31/2022	31	$817,451.13	$1,408,315.37	$90,827.91	$156,479.49	46	108
5	8/1/2022	8/31/2022	31	$939,288.59	$2,347,603.96	-$32,921.39	$123,558.10	72	155
6	9/1/2022	9/30/2022	30	$437,512.66	$2,785,116.62	$23,026.99	$146,585.09	86	202
7	10/1/2022	10/31/2022	0	$215,612.00	$3,000,728.62	$11,348.00	$157,933.09	92	202

11/30/2022 Comments - The contractor continued working on miscellaneous punch list items.

Change Order Number	Approved	Cost This CO	Total COs
01	6/9/2022	$ (232,550.27)	$ (232,550.27)

3F. County Convenience. Additional work desired by the County. This Change Order revises the original water line pipe design from 18 inch ductile iron to 24 inch HDPE pipe. Due to the Contract value of this requested change, the 24 inch HDPE pipe material and the fusion of that pipe is also being removed from this Contract and will be bid under a separate Contract.

Change Order Number	Approved	Cost This CO	Total COs
02	7/12/2022	$ 625,239.52	$ 392,689.25

3F. County Convenience. Additional work desired by the County. This Change Order adds the relocation of the Jonah Water line along CR 401 that is currently in conflict with the CR 401 Reconstruction project. It is necessary to add this scope to this Contract, in order to meet Samsung's deadline of 7/31/2023.

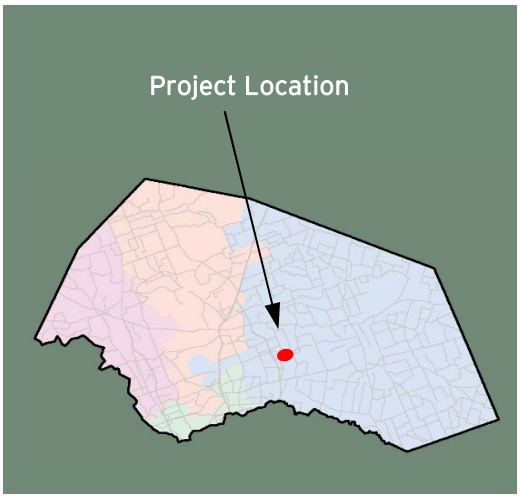
Change Order Number	Approved	Cost This CO	Total COs
03	11/22/2022	47,778.00	440,467.25

2G. Unadjusted utility (unforeseeable). This Change Order adds the installation of a temporary bypass water line to avoid conflict of the proposed drill shafts for the bridge at Mustang Creek Tributary 2.

Change Order Number	Approved	Cost This CO	Total COs
04	11/22/2022	89,204.91	529,672.16

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.

Adjusted Price = $3,427,311.16



Future County Road
(CR 404 to FM 973)

Project Length: 1.466 Miles
Roadway Classification: Rural Major Collector

Project Schedule: August 2022 - Fall 2023
Estimated Construction Cost: $11.3 Million

NOVEMBER 2022 IN REVIEW

11/4/22: Chasco Constructors continued stripping and stockpiling topsoil and excavating down to subgrade throughout the project. Concrete crews formed and poured concrete for columns on bents 5 and 6 of the bridge. Chasco poured concrete for bridge Abutment 1 back wall.

11/11/22: Chasco Constructors continued stripping and stockpiling topsoil and excavating down to subgrade throughout the project. Chasco formed the bent cap for bridge Bent 3. Chasco completed the removal of all foundations for structures previously on site.

11/18/22: Chasco Constructors poured concrete for the bent cap for bridge Bent 3, abutment 9, and columns 1-5 on bent 7. Chasco began grading and placing stone for Boggy Creek Tributary.

11/25/22: Chasco Constructors continued stripping and stockpiling topsoil and excavating down to subgrade throughout the project. Chasco began placing steel and forms for abutment 9 backwall. The contractor continued grading and placing stone for Boggy Creek Tributary. The contractor placed rip rap and backfilled Pond 2 near FM 973.

Design Engineer: HNTB
Contractor: Chasco
Construction Observation:
Bruce Williams, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Future County Road
Project No. 22IFB126

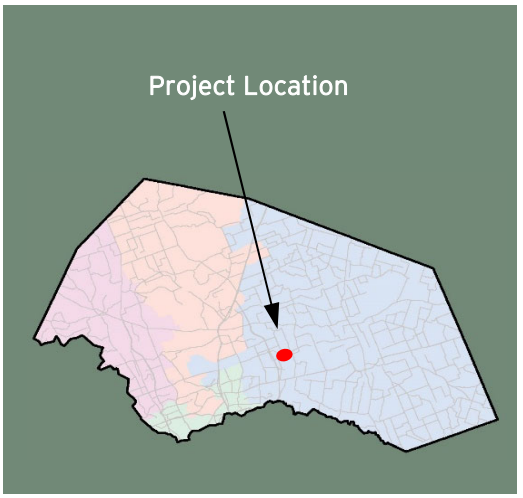
Original Contract Price = $11,289,929.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
7/12/2022	7/19/2022	8/5/2022	8/15/2022				413		413

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/15/2022	9/27/2022	44	$415,099.80	$415,099.80	$46,122.20	$46,122.20	4	11
2	9/28/2022	10/31/2022	34	$1,256,916.42	$1,672,016.22	$139,657.38	$185,779.58	16	19

11/30/2022 Comments - Contractor completed drilled shafts and columns, working on bent caps; continued excavating down to subgrade throughout the project.

Adjusted Price = $11,289,929.00



FM 3349 at US 79
(FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)

Project Length: 4.108 Miles
Roadway Classification: Rural Major Collector

Project Schedule: October 2022 - Summer 2025 (Roadwork)
Estimated Construction Cost: $81.9 Million

NOVEMBER 2022 IN REVIEW

11/4/22: James Construction (JCG) survey crews continued staking the ROW along FM 3349 northbound. Subcontractor 1 Priority completed removing asbestos abatement material from existing structure at the gun store location. Subcontractor AKF began installing 8-inch erosion control log along northbound FM3349. Subcontractor Texas Traffic and Barricade began setting project barricade and traffic drums along FM 3349.

11/11/22: Subcontractor AKF completed installing 8-inch erosion control logs along northbound FM 3349. Subcontractor Austin Wood completed removing trees within the proposed ROW.

11/18/22: JCG continued setting up field offices and grading construction yard. Subcontractor AKF continued installing 8-inch erosion control logs on the right side of the ROW.

11/25/22: JCG continued setting up field offices and grading at the construction yard. JCG demolished the existing house at the gun store location and began demolishing the existing house at FM3349 and CR 101.

Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

Project Name: FM 3349 at US 79
Project No. 22IFB139

Original Contract Price = $81,941,038.13

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
8/24/2022	9/26/2022	10/6/2022	10/17/2022			1394		1394

11/30/2022 Comments - Contractor demolished existing structures, staked ROW, and installed environmental controls.

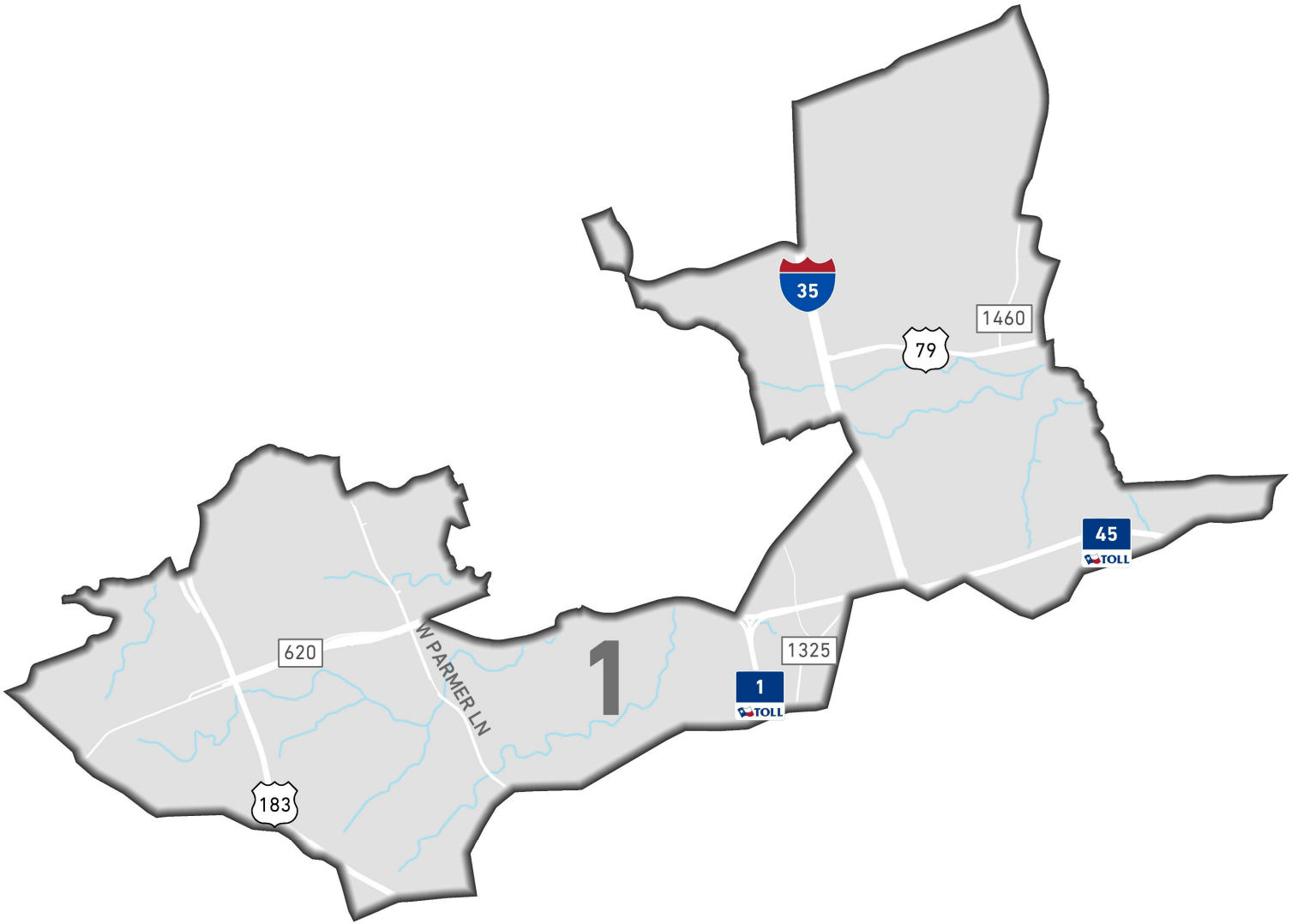
Adjusted Price = $81,941,038.13

Williamson County Commissioners Court

Road Bond Program

December 20, 2022

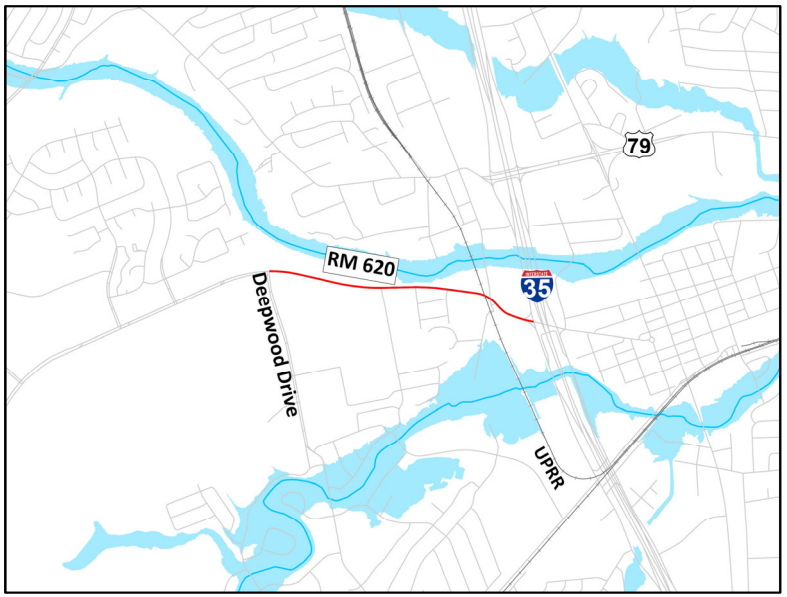
Precinct 1



RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Anticipated Completion

Fall 2023



Partnership with TxDOT and the City of Round Rock

Original Contract Amount = $27,468,703.67

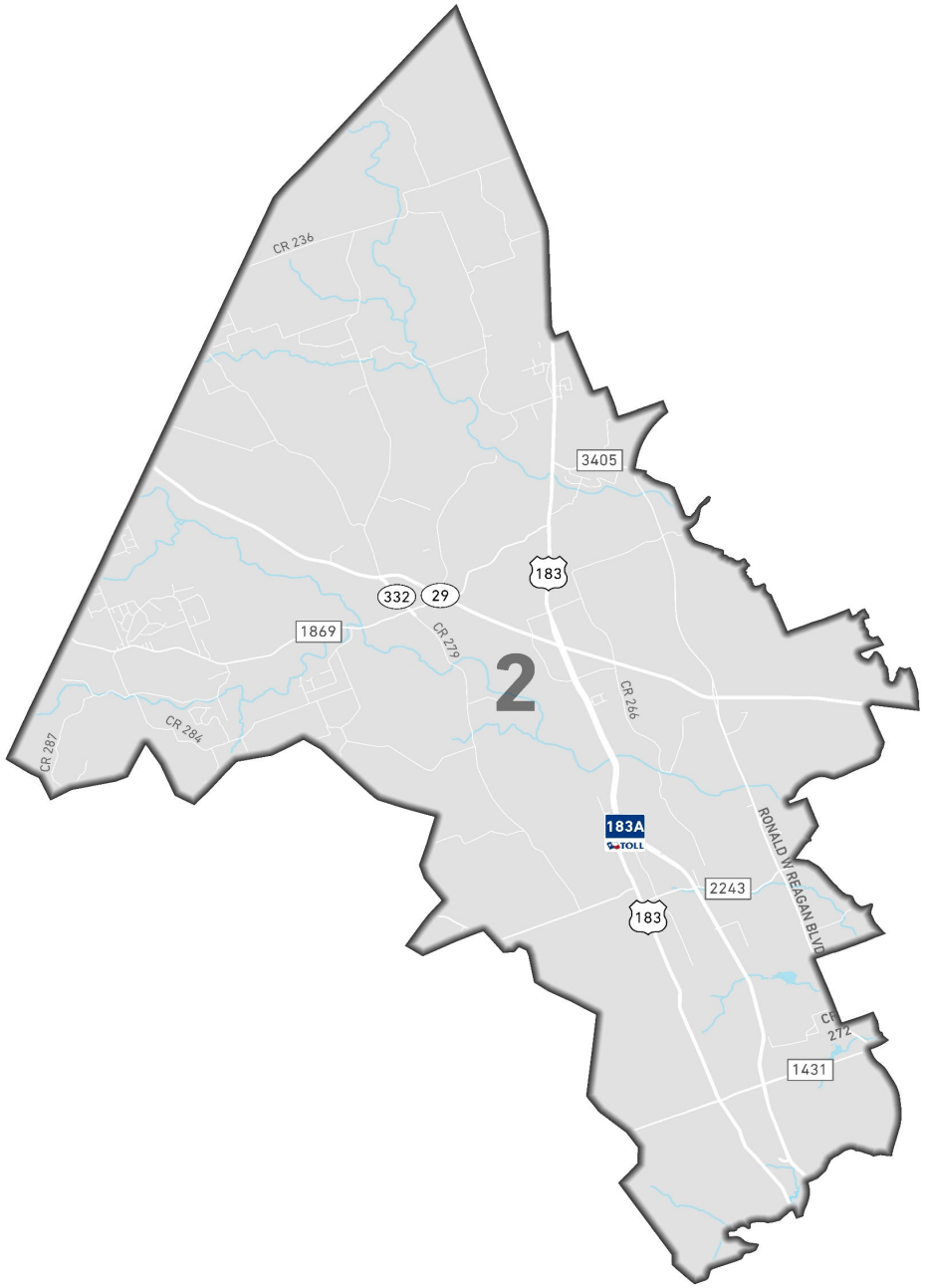
Construction is managed by TxDOT

RM 620 at Railroad / Chisholm Trail
(IH 35 Frontage Road to Deep Wood Drive)

RM 620 at Railroad / Chisholm Trail
(IH 35 Frontage Road to Deep Wood Drive)

WILLIAMSON COUNTY
1848

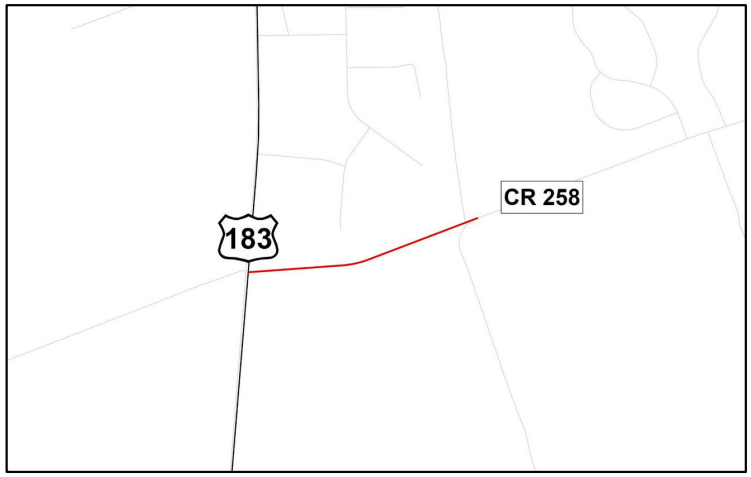
Precinct 2



CR 258 Extension

Anticipated Completion

January 2024



Original Contract Price = $5,836,754.36

Total Change Orders to Date = $422,565.69

Adjusted Contract Price = $6,259,320.05

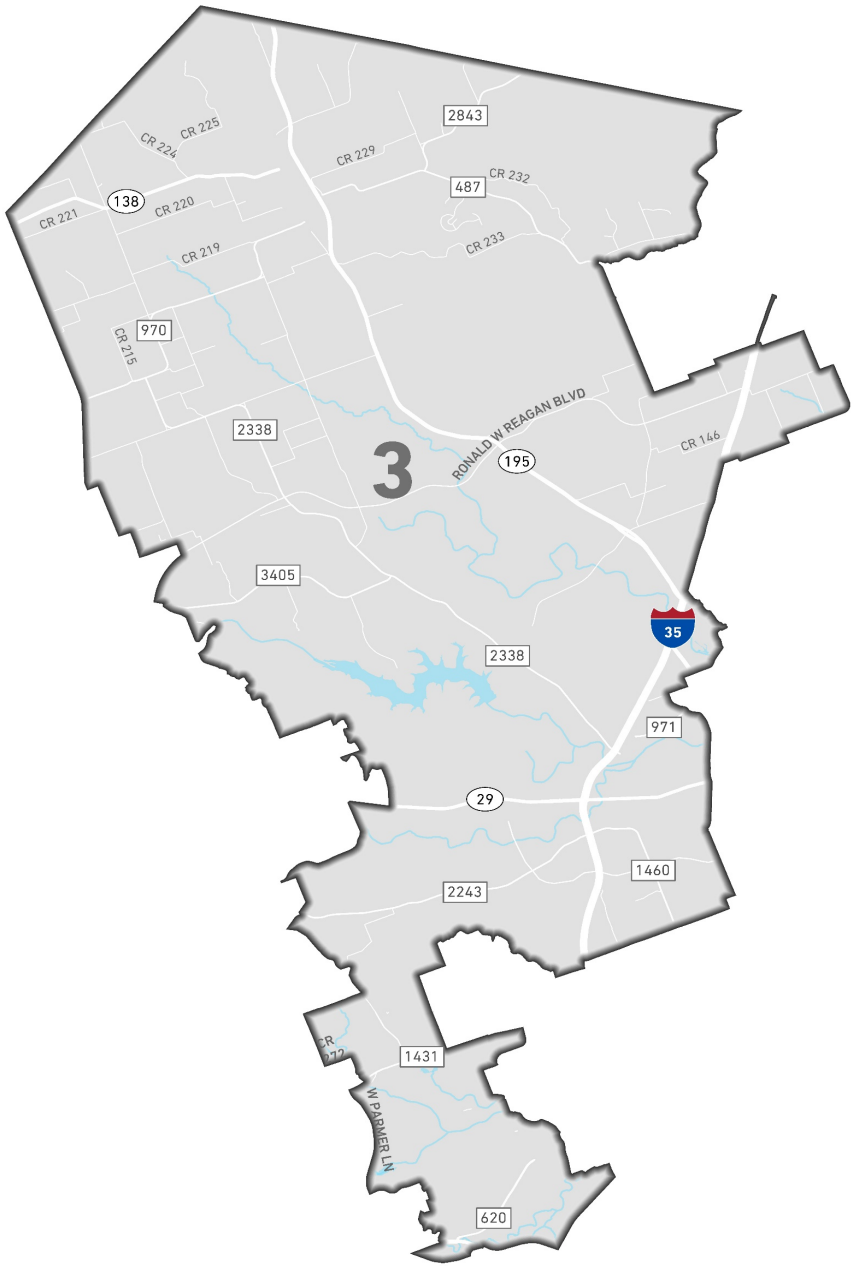
Expenditures to Date = $0.00 (0%)

CR 258 Extension

CR 258 Extension

CR 258 Extension

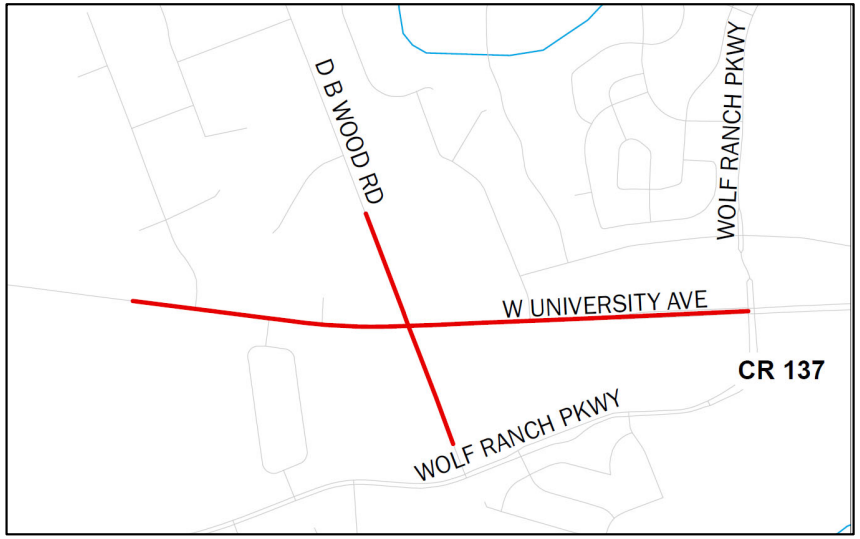
Precinct 3


3
2843
CR 225
CR 224
CR 229
CR 232
487
138
CR 221
CR 220
CR 233
CR 219
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PARMER LN
620

SH 29
(DB Wood Intersection)

Anticipated Completion

Spring 2023



Partnership TxDOT

Original Contract Amount = $5,548,287.93

Construction is managed by TxDOT

SH 29
(DB Wood Intersection)

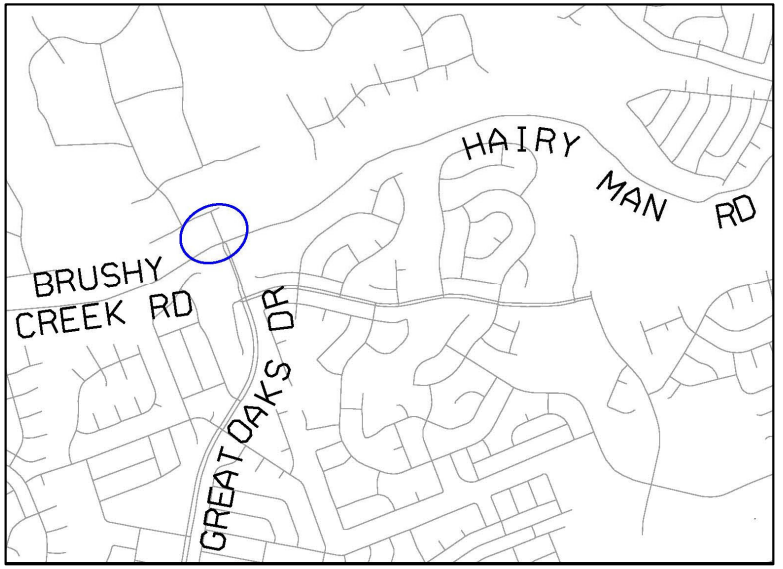
SH 29
(DB Wood Intersection)

SH 29
(DB Wood Intersection)

Great Oaks Bridge at Brushy Creek

Anticipated Completion

Spring 2023



Original Contract Price = $10,580,634.11

Total Change Orders to Date = $129,722.12

Adjusted Contract Price = $10,710,356.23

Expenditures to Date = $6,132,586.10 (57%)

Great Oaks Bridge at Brushy Creek

Great Oaks Bridge at Brushy Creek

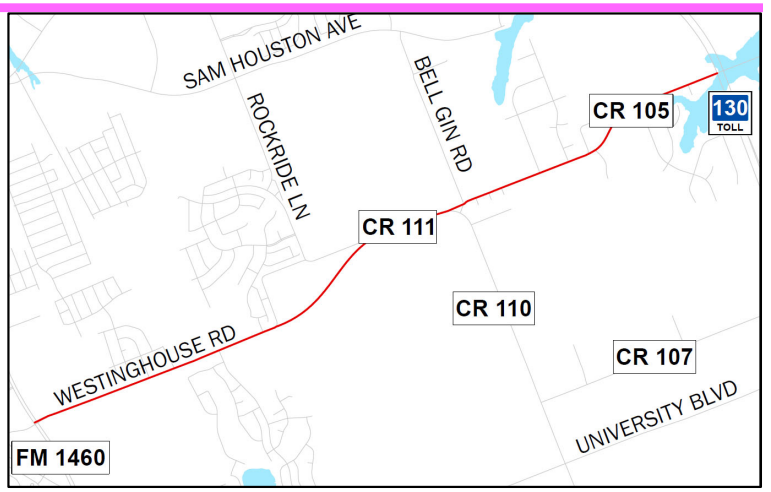
Great Oaks Bridge at Brushy Creek

Great Oaks Bridge at Brushy Creek

CR 111 Westinghouse Road

Anticipated Completion

Spring 2024



Original Contract Price = $21,024,332.88

Total Change Orders to Date = $780,786.30

Adjusted Contract Price = $21,805,119.18

Expenditures to Date = $10,078,833.03 (46%)

CR 111 Westinghouse Road

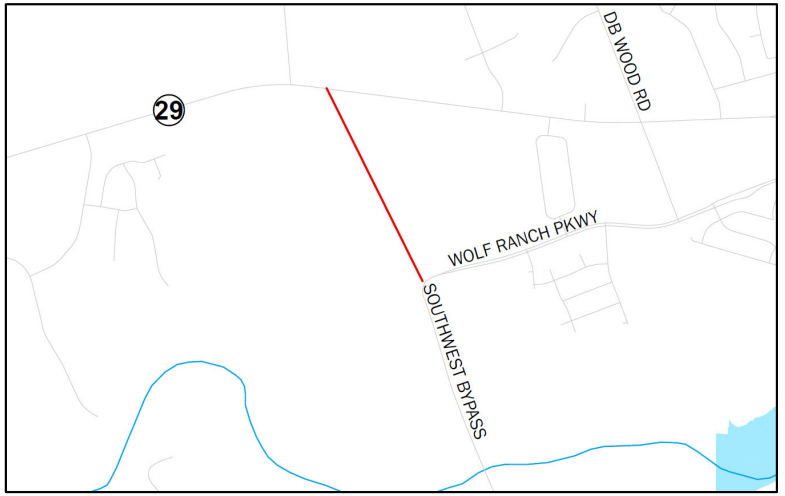
CR 111 Westinghouse Road

CR 111 Westinghouse Road

Southwest Bypass Extension

Anticipated Completion

Summer 2023



Original Contract Price = $4,288,543.00

Total Change Orders to Date = $0.00

Adjusted Contract Price = $4,288,543.00

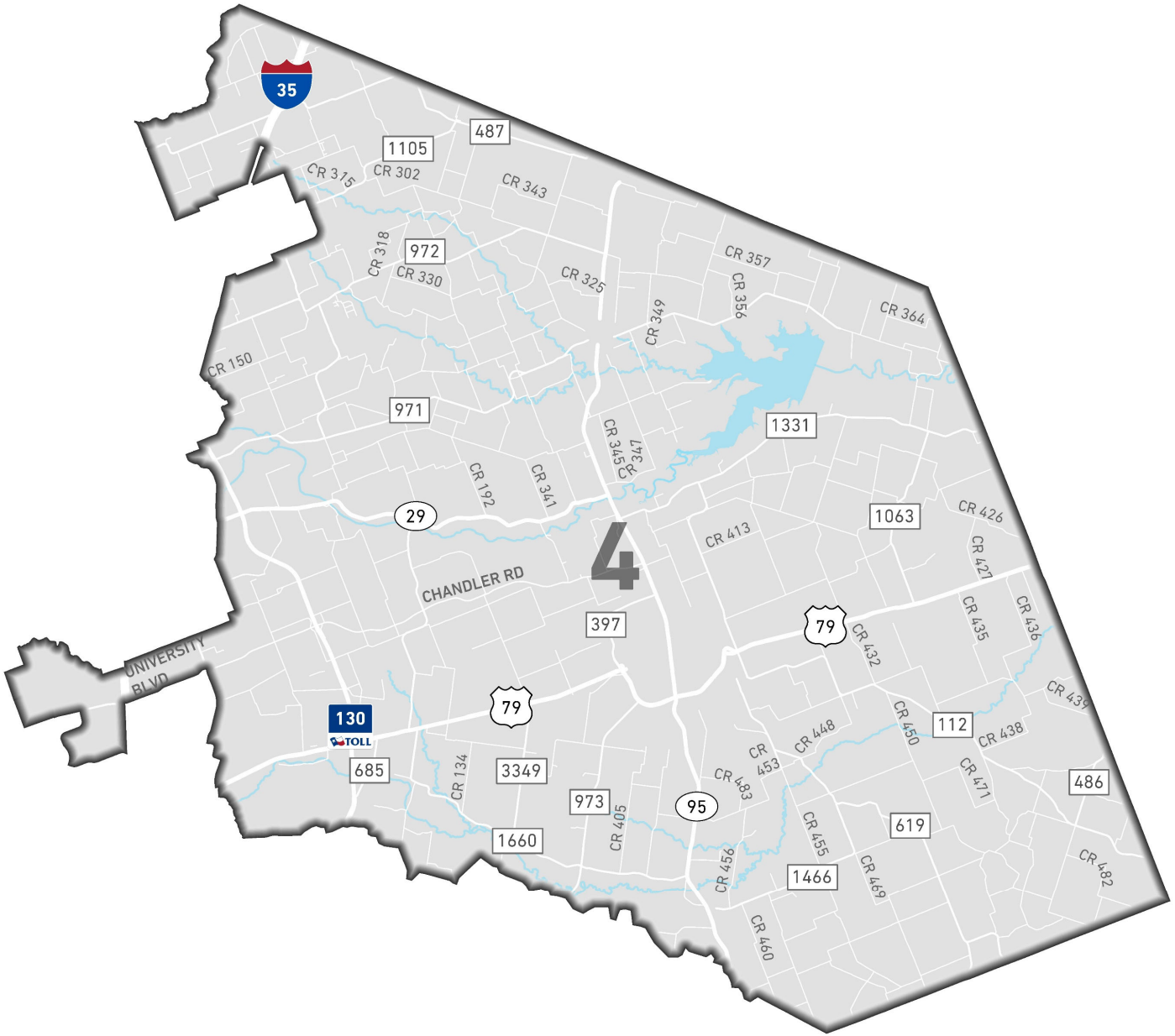
Expenditures to Date = $738,850.06 (17%)

Southwest Bypass Extension

Southwest Bypass Extension

Southwest Bypass Extension

Precinct 4


35
487
1105
CR 315
CR 302
CR 343
CR 318
972
CR 330
CR 325
CR 357
CR 356
CR 364
CR 349
CR 150
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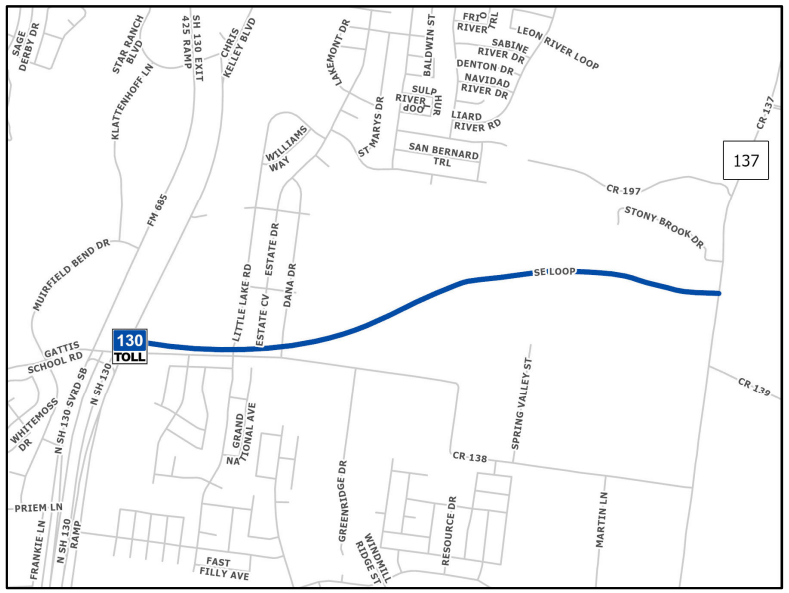
1331
CR 345
CR 347
CR 192
CR 341
29
4
CR 413
1063
CR 426
CR 427
CHANDLER RD
397
79
CR 432
CR 435
CR 436
CR 431
UNIVERSITY BLVD
130
TOLL
79
CR 450
112
CR 438
CR 448
CR 453
CR 483
CR 471
685
CR 134
3349
973
CR 405
95
486
619
1660
CR 455
CR 456
1466
CR 469
CR 482
CR 460

Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

Anticipated Completion

Summer 2023



Original Contract Amount = $11,526,789.09

Total Change Orders = $221,717.74

Adjusted Contract Price = $11,748,506.83

Expenditures to Date = $9,676,104.59 (82%)

Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

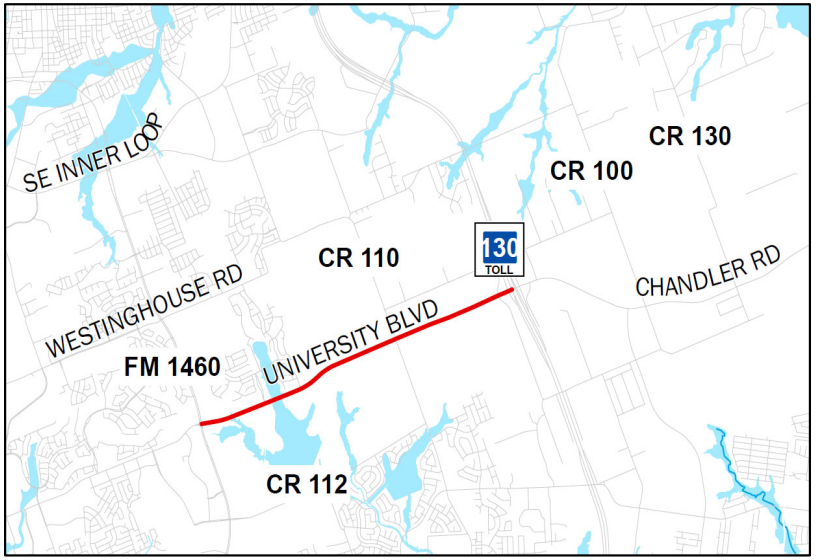
Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

University Boulevard Expansion (Chandler Road)

Anticipated Completion

Spring 2023



Partnership with the City of Round Rock

Original Contract Amount = $11,104,890.49

Construction is managed by the City of Round Rock

University Boulevard Expansion (Chandler Road)

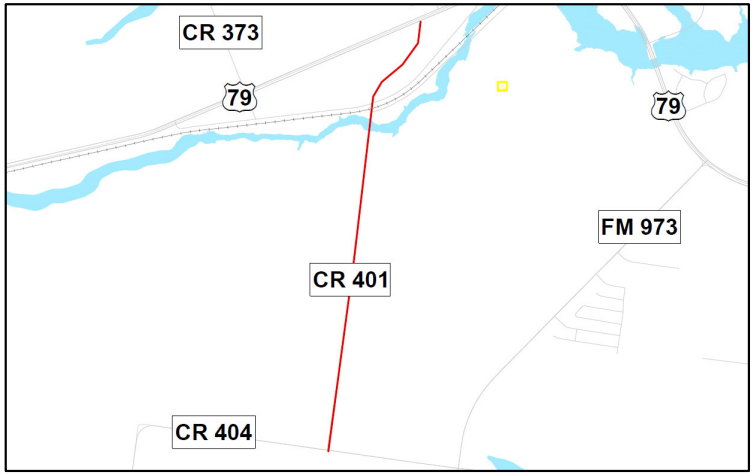
University Boulevard Expansion (Chandler Road)

University Boulevard Expansion (Chandler Road)

CR 401 Reconstruction

Anticipated Completion

Summer 2023



Original Contract Amount = $12,673,200.94

Total Change Orders = $642,066.89

Adjusted Contract Price = $ 13,315,267.83

Expenditures to Date = $6,170,689.28 (46%)

CR 401 Reconstruction

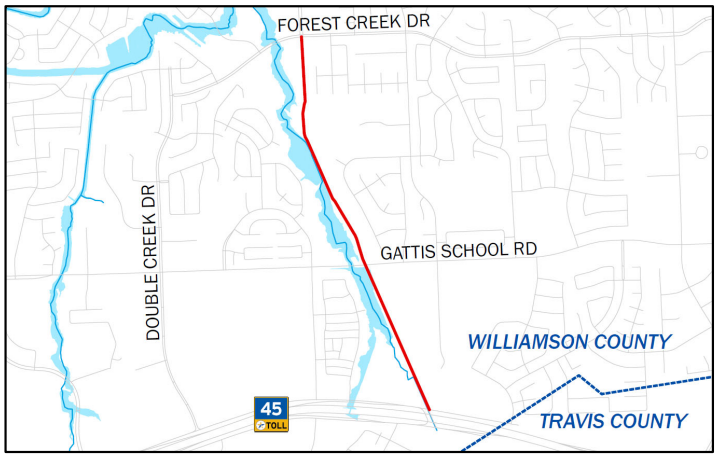
CR 401 Reconstruction

CR 401 Reconstruction

Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

Anticipated Completion

Late 2023



Partnership with the City of Round Rock

Original Contract Amount = $23,409,120.97

Construction is managed by the City of Round Rock

Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

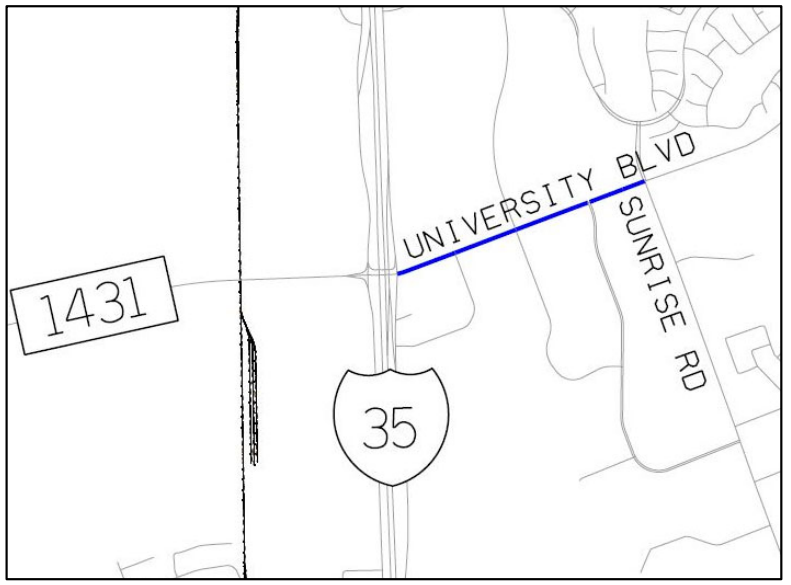
Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

University Boulevard Widening (IH 35 to Sunrise Road)

Anticipated Completion

Spring 2023



Partnership with the City of Round Rock

Original Contract Amount = $12,135,410.45

Construction is managed by the City of Round Rock

University Boulevard Widening
(IH 35 to Sunrise Road)

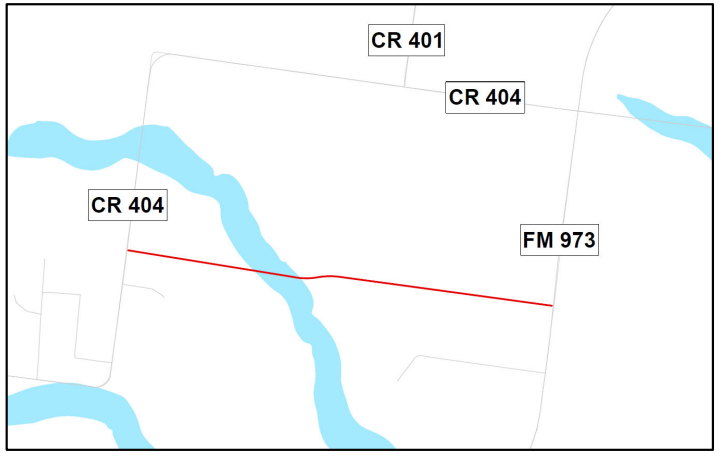
University Boulevard Widening
(IH 35 to Sunrise Road)

University Boulevard Widening
(IH 35 to Sunrise Road)

Future County Road (CR 404 to FM 973)

Anticipated Completion

Fall 2023



Original Contract Amount = $11,289,929.00

Total Change Orders = $0.00

Adjusted Contract Price = $11,289,929.00

Expenditures to Date = $1,857,795.80 (16%)

Future County Road
(CR 404 to FM 973)

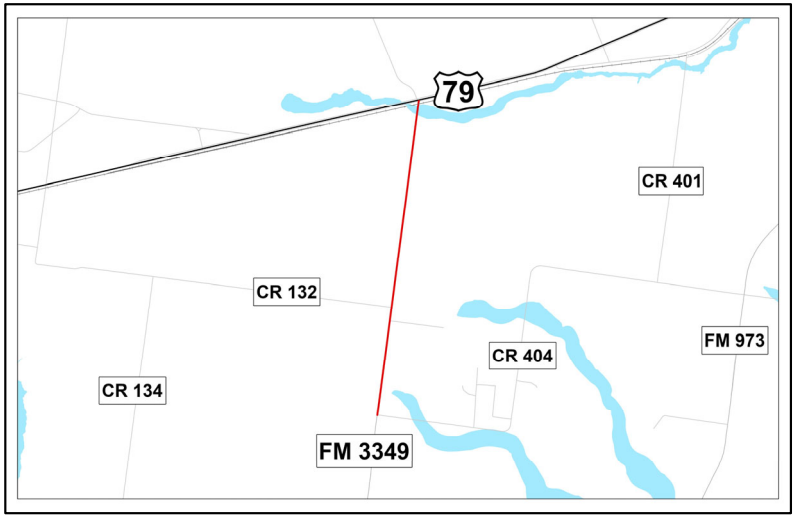
Future County Road
(CR 404 to FM 973)

Future County Road
(CR 404 to FM 973)

FM 3349 / US 79 Interchange (US 79 to CR 404)

Anticipated Completion

Summer 2025 (Roadwork)



Original Contract Amount = $81,941,038.13

Total Change Orders = $0.00

Adjusted Contract Price = $0.00

Expenditures to Date = $0.00 (0%)

FM 3349 / US 79 Interchange
(US 79 to CR 404)

FM 3349 / US 79 Interchange
(US 79 to CR 404)

Commissioners Court - Regular Session **55.**

Meeting Date: 12/20/2022

Award of RFQ #23RFSQ147 On-Call Materials and Geotechnical Engineering Services for HNTB

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ #23RFSQ147 On-Call Materials and Geotechnical Engineering Services to the overall most qualified respondents ARIAS, Atlas Technical Consultants, LLC, B2Z Engineering, LLC, Kleinfelder, Inc., Raba Kistner, Inc., and Rodriguez Engineering Laboratories, LLC and authorizing execution of the agreements.

Background

Williamson County sent out over four thousand nine hundred (4,900) notifications, with seventy-one (71) document takers with twelve (12) firms submitting a response. The firms were thoroughly evaluated by an evaluation committee, and it was determined that ARIAS, Atlas Technical Consultants, LLC, B2Z Engineering, LLC, Kleinfelder, Inc., Raba Kistner, Inc., and Rodriguez Engineering Laboratories, LLC were the most qualified firms to perform the services required. The Kleinfelder contract is still being worked and placed on the Commissioners Court approval for execution at a later date. Each contract amount will be up to $400,000.00 for various projects for Road Bond Services. The funding source is Road Bonds and the department point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA ARIAS
PSA Atlas
PSA B2Z
PSA Raba Kistner
PSA Rodriguez
Scoring Summary
Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/15/2022 11:23 AM
County Judge Exec Asst.	Becky Pruitt	12/15/2022 03:20 PM
Form Started By: Johnny Grimaldo		Started On: 12/14/2022 11:35 AM
Final Approval Date: 12/15/2022		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: Arias & Associates, Inc. **("Engineer")**
ADDRESS: 13581 Pond Springs Rd #210, Austin, TX 78729
PROJECT: **22RFSQ147 On-Call Materials & Geotechnical Engineering Services ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **four-hundred thousand Dollars ($400,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

John S. Landwermeyer, P.E.
Managing Principal, Austin Operations
Construction Materials Testing & Geotechnical Services
_____, _____ _____

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Arias & Associates, Inc.
13581 Pond Springs Rd
#210, Austin, TX 78729
_____, _____ _____

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

ENGINEER

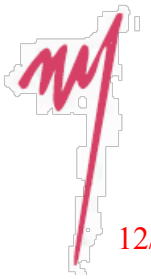
Arias & Associates, Inc.

By _____

Printed Name: John S. Landwermeyer, P.E.

Title: Managing Principal, Austin Operations
Construction Materials Testing & Geotechnical Services

Date: December 8 ____, 2022



12/8/2022

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

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

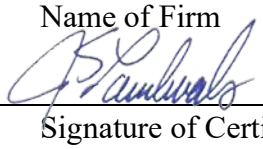
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction;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

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

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

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

Arias & Associates, Inc.
Name of Firm


Signature of Certifying Official

John S. Landwermeyer, P.E.
Printed Name of Certifying Official

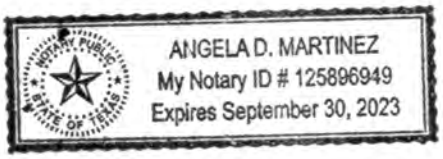
Managing Principal, Austin Operations
Title of Certifying Official

December 8 _____, 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 John S. Landwermeyer _____ the Managing Principal, Austin Office of Arias & Associates, Inc. ,on behalf of said firm.



Angela D. Martinez
Notary Public in and for the
State of Texas

My commission expires: 09-30-23

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide On-Call Materials Testing & Geotechnical Engineering Services which may include, but are not limited to:

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - GEOTECHNICAL SERVICES, MATERIALS TESTING, AND CONSULTATION

TASK 3 - CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

ARIAS

2023 Unit Fee Schedule
Geotechnical Services
Austin, Texas

Field Testing	Unit Price
Mobilization Charge - Drilling Equipment (Austin area) – Per Day	$ 550.00
Soil Drilling and Sampling – Up to 50 Feet – Per Foot	$ 23.00
Soil Drilling and Sampling – 50 to 100 Feet – Per Foot	$ 29.00
Shelby Tube Sampling (Additional Samples) – Each	$ 35.00
Standard Penetration Test (SPT), (Additional Samples) – Each	$ 35.00
Texas Cone Penetration (TCP) – Each	$ 35.00
Rock Coring – Up to 50 Feet – Per Foot	$ 35.00
Rock Coring – 50 to 100 Feet – Per Foot	$ 40.00
Patch Holes – Concrete/Asphalt – Each	$ 75.00
Grout Borehole – Per Foot	$ 15.00
Backfill Borehole (Cuttings/Bentonite) – Per Foot	$ 8.00
Drilling Rig Standby – Per Hour	$ 250.00

Laboratory Testing	
Moisture Content Test – Each	$ 15.00
Atterberg Limits Determination (ASTM D4318) – Each	$ 85.00
Grain Size Analysis Mechanical (ASTM D422) – Each	$ 85.00
Hydrometer Analysis (ASTM D422) – Each	$ 155.00
Percent Passing No. 200 Sieve (ASTM D1140) – Each	$ 60.00
Moisture Density Relationship (ASTM or TEX) – Each	$ 250.00
Pressure Swell Relationship – Each	$ 175.00
Percent Swell Test – Each	$ 75.00
Unconfined Compressive Strength (Soil) – Each	$ 85.00
Unconfined Compressive Strength w/o Stress vs. Strain (Rock) – Each	$ 85.00
Undrained Compressive Strength Triaxial (Soil) – Each	$ 95.00
One-Dimensional Consolidation (ASTM D2435) - Each	$ 600.00
Sulfate Test (ASTM D1580) – Each	$ 65.00
Soil pH Test (ASTM D4972) – Each	$ 55.00
Chloride Content	$ 90.00
Sulfides	$ 90.00
Redox Potential	$ 85.00
Pinhole Dispersion	$ 200.00
Crumb Test (ASTM D6572) – Each	$ 45.00

Engineering and Technical Services	
Principal Engineer – Per Hour	$ 250.00
Senior Geotechnical Engineer – Per Hour	$ 195.00
Engineer – Per Hour	$ 140.00
Engineer In Training – Per Hour	$ 100.00
Engineering Associate, Graduate Engineer – Per Hour	$ 85.00
Laboratory Manager – Per Hour	$ 85.00
Engineering Technician – Per Hour	$ 75.00
Data Processing – Per Hour	$ 65.00
Construction Vehicle, per Day, up to 100 miles	$ 50.00
Mileage, in excess of 100 miles – Per Mile	Current IRS Rate

*Other Services Quoted Upon Request

Reviewed by: osalazarbueno
Date: 12/07/2022

2023 Unit Fee Schedule
Construction Testing Services
Austin, Texas

	Field Services	Unit Price
1.1	Field Technician (Drilled Shafts, Rebar, Concrete, Soils, Sample Pick Up)	$55.00/hr
1.2	Senior Field Technician (Upon request)	$65.00/hr
1.3	Asphalt Technician	$70.00/hr
1.4	Structural Steel Observation Technician	$115.00/hr
1.5	Nuclear Gauge for Soil Density Testing	$65.00/day
1.6	Construction Truck (Travis / Williamson Counties)	$55.00/per day
1.7	Asphalt Coring Equipment	$110.00/day
1.8	Concrete Air Content	$25.00/ea
	Laboratory Testing-Soil	
2.1	Atterberg Limits Determination	$85.00/ea
2.2	Sieve Analysis (wet sieve)	$85.00/ea
2.3	Percent Passing No. 200 Sieve	$65.00/ea
2.4	Moisture Density Relationship (Tex-114-E, ASTM D698)	$200.00/ea
2.5	Moisture Density Relationship (Tex-113-E, ASTM D1557)	$220.00/ea
2.6	Wet Ball Mill (Tex-115-E)	$200.00/ea
2.7	Texas Triaxial (Tex-117-E, Part II)	$1,200.00/ea
2.8	Flexible Base Sample Preparation (Tex-101-E)	$120.00/ea
	Laboratory Testing-Concrete	
3.1	Concrete (Grout, Flowable Fill) Compression Test Cylinders	$20.00/ea
3.2	Contractor Made Concrete Compressive Test Cylinders, minimum of 3	$40.00/ea
3.3	Concrete Core Compression Test	$40.00/ea
3.4	Grout Prism Compression Test	$40.00/ea
3.5	Mortar Cube/Cylinder Compression Test	$30.00/ea
	Laboratory Testing-Asphalt	
4.1	Determine Maximum Theoretical Density	$95.00/ea
4.2	Asphalt Content and aggregate gradation	$185.00/ea
4.3	Laboratory Thickness and Density of Field Cut Specimen	$75.00/ea
4.4	Laboratory Molded Density (3 per set)	$170.00/set
	Laboratory Testing-Aggregate	
5.1	Aggregate Specific Gravity / Absorption	$75.00/ea
5.2	Aggregate Sieve Analysis	$75.00/ea
5.3	Dry Rodded Unit Weight	$85.00/ea
5.4	Soundness	$165.00/ea
	Consulting Services	
6.1	Engineer	$210.00/hr
6.2	Manager	$150.00/hr
6.3	Data Processing and Reporting	$65.00/hr

Rates for other services quoted on request

Minimum call-out charge for technician and equipment is 3 hours. Minimum call-out charge for material sampling and/or sample pickup is 2 hours. Charges are accrued portal to portal. An overtime rate of 1.5 times the above quoted rates is applicable to time worked in excess of 8 hours per day Monday through Friday, hours worked before 6:00 a.m. or after 6:00 p.m., and all hours worked on Saturdays, Sundays, and holidays.

*Other Services Quoted Upon Request

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Atlas Technical Consultants, LLC ("Engineer")**
ADDRESS: **3989 Hwy 290 East, Dripping Springs, TX 78620**
PROJECT: **22RFSQ147 On-Call Materials & Geotechnical Engineering Services ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **four-hundred thousand Dollars ($400,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Jimmy Baldwin_____
Atlas Technical Consultants, LLC
3989 Hwy 290 East _____
Dripping Springs, TX 78620

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: **Jimmy Baldwin**
Atlas Technical Consultants, LLC
3989 HWY 290 East
Dripping Springs, TX 78620

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;

2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

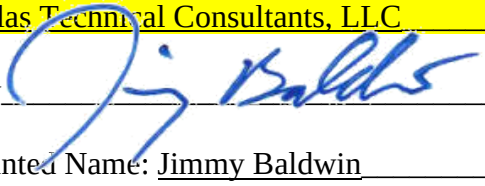
WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

ENGINEER

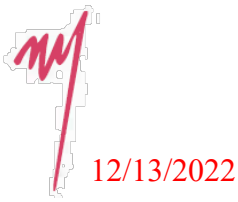
Atlas Technical Consultants, LLC

By 

Printed Name: Jimmy Baldwin

Title: Operations Manager/Project Manager

Date: December 13, 2022



LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

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

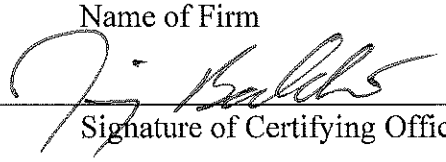
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction;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

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

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

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

Atlas Technical Consultants, Inc
Name of Firm



Signature of Certifying Official

Jimmy Baldwin
Printed Name of Certifying Official

Operations Manager/Project Manager
Title of Certifying Official

December 5, 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 Jimmy Baldwin the Operations Manager/Project Manager of Atlas Technical Consultants, Inc. ,on behalf of said firm.

Christie Polanco

Notary Public in and for the
State of Texas

My commission expires: 2/24/26

CHRISTIE POLANCO
Notary Public, State of Texas
Comm. Expires 02-24-2026
Notary ID 133003861

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide On-Call Materials Testing & Geotechnical Engineering Services which may include, but are not limited to:

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - GEOTECHNICAL SERVICES, MATERIALS TESTING, AND CONSULTATION

TASK 3 - CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Reviewed by: osalazarbueno
Date: 12/07/2022

Williamson County 2022 Price List

ATLAS Technical Consultants LLC - Dripping Springs Price List

Field Technician	Unit	Unit Cost	
		Reg.	OT
1A	hr.	$76	$90
1B	hr.	$76	$90
Soils	hr.	$76	$90
Concrete	hr.	$76	$90
CWI	hr.	$87	$103
Nuclear Gauge Calibration	hr.	$87	
Concrete Plant/Truck Inspection	hr.	$87	
- Add Engineer Report/Review	ea	$217	
Asphalt Distributor Calibration	hr.	$87	
- Add Engineer Report/Review	ea.	$217	
Add Equipment Fee	ea.	$109	
Senior Engineer	hr.	$225	
Engineer	hr.	$167	
EIT	hr.	$98	
Project Manager	hr.	$113	
Mileage- State Allowable Rate (Portal to Portal)- outside Austin ETJ	mile	Current IRS rate	
Trip or Vehicle Charge- within Austin ETJ	trip	$66.00	

Core Taking (2 Hr Min. Tech Time & Trip not included)			
HMAC or Concrete Core	**Test Method**	**Unit**	**Unit Cost**
Coring Equipment Mobilization		trip	$87.00
0-6"	Tex-140-E (Min. of 3)	ea.	$110.00
6-10"		ea.	$127.00
10-14"		ea.	$173.00
> 14"		Additional $5/ inch	
Base Depth Check	**Test Method**	**Unit**	**Unit Cost**
0-6"	Tex-423-A (Min. of 3)	ea.	$109.00
6-10"		ea.	$120.00
10-14"		ea.	$136.00
> 14"		Additional $5/ inch	

Expedite fee: $150.00 or 20% of Expedited Testing Bill (whichever is greater!)

Rubber Blend Design	ea.	$1,084
Optimum Foaming Water Percent and Temperature (Half-Life Only)	ea.	$1,355
Foamed Asphalt Mix Design (Includes Half-Life)**	ea.	$6,504
Engineered Emulsion Mix Design*	ea.	$4,119

** Charge for each additional point over our standard (3 points) report: $150*

*** Charge for each additional point over our standard (2 points) report: $500*

Soils & Aggregates (100-E Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Sample Preparation	Tex-101-E	ea.	$58
Moisture Content	Tex-103-E	ea.	$60
Atterberg Limits (Plasticity Index)	Tex-104-E, 105-E & 106-E	ea.	$109
Linear Bar Shrinkage	Tex-107-E	ea.	$109
Sieve Analysis (Dry Gradation)	Tex-110-E, Pt. 1	ea.	$82
Sieve Analysis (Washed Gradation)	Tex-110-E, Pt. 2	ea.	$98
Determining amount of material in soils finer than #200	Tex-111-E	ea.	$49
Moisture- Density Relationship (Proctor)	Tex-113-E	ea.	$403
Moisture- Density Relationship (Proctor) soil	Tex-114-E	ea.	$326
1-Point Proctor	Tex-113-E	ea.	$109
-Sample Preparation on 1 Point Proctor		ea.	$55
In-Place Density (Nuclear Method)	Tex-115-E, Part II (Min. of 3)	ea.	$33
Wet Ball Mill	Tex-116-E	ea.	$288
Texas Triaxial Compression (per mold)	Tex-117-E, 1 mold	ea.	$326
Texas Triaxial Compression (Triaxial Classification)	Tex-117-E, Part I	ea.	$1,979
Texas Triaxial Compression (Flexible Base)	Tex-117-E, Part II	ea.	$1,193
Full Triaxial Testing *** (Add Sample Prep)	* See Note	ea.	$2,277
Soil-Cement Testing	Tex-120-E, Part I	ea.	$1,735
Soil-Cement Testing (Ea. Mold)	Tex-120-E, Part II	ea.	$380
Soil-Lime Testing	Tex-121-E, Part I	ea.	$1,735
Soil-Lime Testing	Tex-121-E, Part II	ea.	$380
Soil-Lime Testing	Tex-121-E, Part III	ea.	$380
Lime-Fly Ash Compression	Tex-127-E	ea.	$1,193
Soil pH	Tex-128-E / ASTM 2974	ea.	$109
Resistivity	Tex-129-E	ea.	$326
-Charge for Sample Prep on Resistivity		ea.	$109
Tube Suction Test	Tex-144-E	ea.	$109
Sulfate Content	Tex-145-E	ea.	$244
Conductivity of Soils	Tex-146-E	ea.	$82
Soil Organic Content Using UV-Vis Method	Tex-148-E	ea	$434
Hydrometer Analysis	AASHTO T 88	ea.	$488
Aggregate Grading	AASHTO T-27	ea.	$114
California Bearing Ratio	AASHTO T 193/ ASTM D 1883	ea.	$1,193
DCP Testing	ASTM D6951	ea.	$93

****** Full Triaxial Testing includes <u>one</u> of each of the following: Washed Gradation, Atterberg Limits, Moisture- Density Relationship, Wet Ball Mill & Texas Triaxial (Tex-113, Tex-117, Tex-116, Tex-104, 105, 106, Tex-110)***

Bituminous (200-F Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Dry Sieve Analysis (Gradation)	Tex-200-F, Part I	ea.	$60
Washed Sieve Analysis (Gradation)	Tex-200-F, Part II	ea.	$93
Bulk Specific Gravity & % Absorption	Tex-201-F	ea.	$93
Apparent Specific Gravity	Tex-202-F	ea.	$93
Sand Equivalent	Tex-203-F	ea.	$93
Mix Design (incl. Hamburg)	Tex-204-F	ea.	$3,252
Mix Design (incl. Hamburg & Overlay)	Tex-204-F	ea.	$3,632
Airport Mix Design	FAA P401/P403	ea.	$4,336
Mixing	Tex-205-F	set of 3	$93
Molding (TGC) Per Set	Tex-206-F	set of 3	$76
Molding (SPC) Superpave	Tex-206-F	set of 2	$76
Laboratory-Molded Density	Tex-207-F, Part I	set of 3	$55
In-Place Density (Core Testing)	Tex-207-F, Part I	ea.	$28
In-Place Density (Nuclear Method)	Tex-207-F, Part III (Min. of 3)	ea.	$33
In-Place Air Voids (CoreLok)	Tex-207-F, Part VI	set of 2	$82
Hveem Stability (Add Mixing & Molding & Lab-Molded Density if Applicable)	Tex-208-F	set of 3	$131
Asphalt Content by Extraction & Gradation	Tex-210-F	ea.	$201
Asphalt Content by Extraction Only	Tex-210-F	ea.	$141
Asphalt Recovery from Abson Process- Abson Recovery (Add Extraction only)	Tex-211-F	ea.	$271
Moisture Content	Tex-212-F	ea.	$55
Hydrocarbon Volatile Content	Tex-213-F	ea.	$109
Deleterious Material	Tex-217-F	ea.	$55
Decantation	Tex-217-F, Part II	ea.	$109
Flakiness Index	Tex-224-F	ea.	$109
Indirect Tensile Strength (Add Mixing & Molding & Lab-Molded Density if Applicable)	Tex-226-F	ea.	$55
Theoretical Maximum Specific Gravity (Rice Gravity)	Tex-227-F	ea.	$71
Drain-down Test	Tex-235-F	ea.	$82
Asphalt Content by Ignition Oven & Gradation	Tex-236-F	ea.	$201
Asphalt Content by Ignition Oven Only	Tex-236-F	ea.	$141
Full Hot Mix Testing ^	* See Note	ea.	$526
Ignition Oven Correction Factors ^^	Tex-236-F	set of 2	$542
Ignition Oven Correction Factors ^^	Tex-236-F	set of 1	$326
Hamburg Wheel-Tracking Test ^^^	Tex-242-F	ea.	$542
Cantabro Loss	Tex-245-F	ea.	$217
Overlay Test	Tex-248-F	ea.	$813
Flat and Elongated Particles	Tex-280-F	ea.	$109

^ Full Hot Mix Testing includes the following: Asphalt Content & Gradation, Molding- Set of 3, Lab Density- Set of 3, Hveem Stability- Set of 3 & Rice Gravity

^^ Set of Ignition Oven Correction Factors = 3 Diff AC + 2 Blanks (For TxDOT & Contractor = 2 Sets)

Concrete (400-A Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Sieve Analysis of Fine and Coarse Aggregate & Fineness Modulus	Tex-401-A & Tex-402-A	ea.	$93
Saturated Surface-Dry Specific Gravity & Absorption of Aggregates	Tex-403-A	ea.	$93
Unit Weight	Tex-404-A	ea.	$93
Percent Solids and Voids in Concrete Aggregates	Tex-405-A (incl. Tex-403-A & Tex-404-A to calculate)	ea.	$239
Material Finer than 75 Micrometer (No. 200) Sieve in Mineral Aggregates (Decantation)	Tex-406-A, Part I	ea.	$109
% Limestone in Decantation Material	Tex-406-A, Part III	ea.	$380
Organic Matter Content	ASTM D 2974	ea.	$109
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	ea.	$109
Los Angeles Abrasion ^^^	Tex-410-A	ea.	$337
Magnesium or Sodium Sulfate Soundness	Tex-411-A	ea.	$337
Deleterious Material (refer to ASTM C 142 for fine agg)	Tex-413-A	ea.	$109
Concrete Cylinder Compressive Strength	Tex-418-A	ea.	$28
Concrete Flexural Beam Compressive Strength	Tex-419-A	ea.	$28
Pressure Slake	Tex-431-A	ea.	$271
Freezer Thaw	Tex-432-A	ea.	$271
24 Hr Water Absorption	Tex-433-A	ea.	$93
Polish Test for Coarse Aggregate	AASHTO T 279/ Tex-438-A	ea.	$1,681
Coarse Aggregate Angularity (Crushed Faces)	Tex-460-A	ea.	$60
Micro-Deval Abrasion	Tex-461-A	ea.	$337
Moisture Susceptibility	Tex-530-C	ea.	$60
Clay Lumps & Friable Particles in Coarse Aggregates	ASTM C 142	ea.	$217
Clay Lumps & Friable Particles in Fine Aggregates	ASTM C 142	ea.	$109
Alkali-Silica Reactivity (ASR)	AASHTO T 303 (ASTM C 1260 ASTM C1567	ea.	$1,626
Uncompacted Void of Fine Aggregate (Add Bulk Specific Gravity & Absorption for calculation)	AASHTO T-304	ea.	$93

Asphalt (500-C Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Boil Test	Tex-530-C	ea.	$60.00
Rubber Property—Resilience by Vertical Rebound	ASTM D2632	ea.	$60.00
Accelerated Aging of Asphalt Binder Using a Pressurized Aging Vessel	AASHTO R 28	ea.	$196.00
Solubility of Bituminous Materials	Tex-507-C/AASHTO T 44	ea.	$196.00
Flash and Fire Points by Cleveland Open Cup	Tex-504-C/AASHTO T 48	ea.	$120.00
Penetration of Bituminous Materials	Tex-502-C/AASHTO T 49	ea.	$120.00
Float Test for Bituminous Materials	Tex-519-C/AASHTO T 50	ea.	$120.00
Ductility of Asphalt Materials	Tex-503-C/AASHTO T 51	ea.	$217.00
Softening Point of Bitumen (Ring and Ball	Tex-505-C/AASHTO T 53	ea.	$163.00
Distillation of Cutback Asphalt Products	Tex-515-C/AASHTO T 78	ea.	$217.00
Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	Tex-510-C/AASHTO T 179	ea.	$109.00
Kinematic Viscosity of Asphalts (Bitumens)	Tex-529-C/AASHTO T 201	ea.	$131.00
Viscosity of Asphalts by Vacuum Capillary Viscometer	Tex-528-C/AASHTO T 202	ea.	$136.00
Specific Gravity (Pycnometer)	Tex-508-C/AASHTO T 228	ea.	$131.00
Rolling Thin-Film Oven Testing	AASHTO T 240	ea.	$271.00
Specific Gravity of Liquid Asphalts by Hydrometer (Cutback)	AASHTO T 295	ea.	$131.00
Elastic Recovery Test of Bituminous Materials by Means of a Ductilometer	Tex-539-C/AASHTO T 301	ea.	$271.00
Determining the Flexural Creep Stiffness of Asphalt Binder Using the Bending Beam Rheometer (BBR)	AASHTO T 313	ea.	$174.00
Determining the Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)	AASHTO T 315	ea.	$109.00
- Additional DSR Readings	AASHTO T 315	ea.	$60.00
Viscosity Determination of Asphalt Binder Using Rotational Viscometer	AASHTO T 316	ea.	$114.00
MultipleStress Creep and Recovery (MSCR) at 64° C, 25mm plate, 1mm gap	AASHTO T 350	ea.	$55.00
Cement Mixing	AASHTO T 59	ea.	$114.00
Demulsibility	AASHTO T 59	ea.	$131.00
Density	AASHTO T 59	ea.	$131.00
Particle Charge	AASHTO T 59	ea.	$114.00
Residue by Distillation	AASHTO T 59	ea.	$217.00
- Additional Distillation	AASHTO T 59 or AASHTO T 78	ea.	$109.00
Residue by Evaporation	AASHTO T 59	ea.	$114.00
Saybolt Viscosity at 25° C (77°F)	AASHTO T 59	ea.	$131.00
Saybolt Viscosity at 50° C (122°F)	AASHTO T 59	ea.	$141.00
Sieve Test	AASHTO T 59	ea.	$114.00
Settlement and Storage Stability (Emulsion)	AASHTO T 59/ASTM D6930	ea.	$82.00
Specific Gravity (Emulsion)	AASHTO T 59/ASTM D6937	ea.	$82.00
Spot Test of Asphaltic Materials	Tex-509-C/AASHTO T 102	ea.	$217.00
Water in Petroleum Products and Bituminous Materials by Distillation	ASTM D95	ea.	$103.00
Polymer Separation, 48 hr.	Tex-540-C	ea.	$114.00
Asphalt Binder Water in Petroleum	Tex-501-C/AASHTO T 55	ea.	$71.00

Flash Point with Tag Open-Cup Apparatus for Use with Material Having a Flash Point Less Than 93ºC (200ºF)	Tex-512-C/AASHTO T 79	ea.	$109.00
Saybolt Viscosity	Tex-513-C/AASHTO T 72	ea.	$141.00

Chemical (600-J Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Testing Lime- % Solids	Tex-600-J, Part III	ea.	$114
Acid Insoluble Residue for Fine Aggregate	Tex-612-J/ ASTM D 3042	ea.	$380
Aluminum Oxide Content	ASTM C 25	ea.	$868
Chloride (CI)	ASTM D 512	ea.	$60
Sulfate (SO4)	ASTM D 516	ea.	$60
Alkalies (Na2O + .0658K20)	ASTM D 4191 & D 4192	ea.	$60
Total Solids	AASTHO T 26	ea.	$114
Methylene Blue Value	AASHTO T 330	ea.	$380

SCM Patching Mix (can include different tests below)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Kinematic Viscosity	AASHTO T 201 (ASTM D 2170	ea.	$66
Water %	AASHTO T 55 (ASTM D 95)	ea.	$66
Flash Point	AASHTO T 79	ea.	$60
Distillation Test	AASHTO T 78 (ASTM D 402)	ea.	$163
Tests on Distillation Residue		ea.	-
Penetration	AASHTO T 49 (ASTM D 5)	ea.	$120
Solubility in Trichloroethylene	AASHTO T 44 (ASTM D 2042)	ea.	$196
			-
Residual Asphalt content, exclusive of volatiles	Tex-210-F	ea.	$141
Hydrocarbon Volatile Content of mix, percent by weight	Tex-213F	ea.	$163
Moisture Content	Tex-212 Part I	ea.	$55
Hveem Stability	Tex-208F	ea.	$131
Gradation Sieve	Tex-200-F, Part II	ea.	$93
Lab Molded Density	Tex-207-F, Part I	ea.	$55
AC %		ea.	$141
Resistance to water damage		ea.	$55
Engineer Review (2 hrs)		ea.	$326
		Total	**$1,831**

Rapid Cure (can include different tests below)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Gradation	Tex-200-F, Part II	ea.	$93
Asphalt Content		ea.	$136
Hydrocarbon Vol Content	Tex-213F	ea.	$109
Moisture Content	Tex-212 Part I	ea.	$109
Abson Recovery		ea.	$271
Distillation Range		ea.	$217
Pen		ea.	$55
Duct		ea.	$55
Stability As is		ea.	$131
Stability Cured		ea.	$131
Lab Molded Density (mold, GA, GR)		ea.	$174
Resistance to Moisture		ea.	$55
Engineer Review (2 hrs)		ea.	$326
		Total	**$1,862**

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **B2Z Engineering, LLC ("Engineer")**
ADDRESS: **4707 Commercial Park Dr., Austin, TX 78724**
PROJECT: **22RFSQ147 On-Call Materials & Geotechnical Engineering Services ("Project")**

THE STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **eight-hundred thousand Dollars ($800,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Raphael Campos, P.E.
B2Z Engineering, LLC
4707 Commercial Park Dr.
Austin, TX 78724

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Aisha Gonzalez
B2Z Engineering, LLC
4707 Commercial Park Dr.
Austin, TX 78724

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;

2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

ENGINEER

B2Z Engineering, LLC

By _____

Printed Name: Aisha Gonzalez

Title: President

Date: December 5, 2022

12/7/2022

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

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

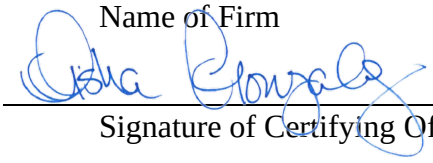
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction;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

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

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

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

B2Z Engineering, LLC
Name of Firm



Signature of Certifying Official

Aisha Gonzalez
Printed Name of Certifying Official

President
Title of Certifying Official

December 5, 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 Aisha Gonzalez _____ the 6th _____ of December 2022 ,on behalf of said firm.

Notary Public in and for the
State of Texas

My commission expires: 11/03/2025

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide On-Call Materials Testing & Geotechnical Engineering Services which may include, but are not limited to:

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - GEOTECHNICAL SERVICES, MATERIALS TESTING, AND CONSULTATION

TASK 3 - CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

Please see attached Rate Schedules

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit D - Rate Schedule
22RFSQ147 Engineering Services

B2Z Engineering, LLC	
LABOR CATEGORY	**RATE**
Project Manager	$250.00
Quality Manager	$235.00
Engineer (Senior)	$245.00
Engineer (Geotechnical)	$200.00
Engineer (Project)	$190.00
Engineer (Design)	$175.00
Engineer-In-Training	$110.00
Engineer Technician - Senior	$125.00
Engineer Technician	$76.00
Inspector	$110.00
CADD Operator	$85.00
Administrative/Clerical	$80.00
DIRECT EXPENSES	
Mileage (per mile)	Current IRS Rate
Highway Toll Charges Actual Cost	Actual Cost
Parking Fees Actual Cost	Actual Cost
Postage	Current Postal Rate
Construction Truck 4x4 (Day rate)	$75.00

Any items not completed in house will be reimbursed based on invoice back-up.

Exhibit D - Rate Schedule
22RFSQ147 Engineering Services

LJA Engineering, Inc.	
LABOR CATEGORY	**RATE**
Support Manager	$275.00
Structural Steel/Welding Inspector	$136.00
Administrative/Clerical	$78.00
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Highway Toll Charges Actual Cost	Actual Cost
Construction Truck 4x4 (Day rate)	$75.00

EXHIBIT "D"

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES

Direct Expenses

Geotechnical Field Services	
Mobilization (Drill Rig and Crew)	$475.00/Day
Stand-By Time	$205.00/Hr
Texas Cone Penetration Test (Tex-132)	$6.00/Ea.
Soil Boring / Solid Stem	$38.00/Lf
Soil Boring / Hollow Stem	$38.00/Lf
Soil Boring / Mud Rotary	$38.00/Lf
Mileage (Logger-Soil Tech)	Current IRS Rate
Support Truck (Dodge 3500 flat bed w/ 500 gallon water tank, diesel tank and tools)	$1.75/Mi.
Soil Testing	
Preparing Soil and Flexible Base Materials for Testing - Tex-101-E	$85.00/Ea.
Moisture Content Determination - ASTM D2216/Tex-103-E	$20.00/Ea.
Determination of Liquid Limit of Soils - Tex-104-E	$45.00/Ea.
Determination of Plastic Limit of Soils - Tex-105-E	$45.00/Ea.
Determination of Plasticity Index of Soils – Tex-106-E	$45.00/Ea.
Atterberg Limits of Soils - ASTM D 4318	$135.00/Ea.
Bar Linear Shrinkage of Soils - Tex-107-E	$45.00/Ea.
Particle Size Analysis of Soils (Gradation) - ASTM D 422/Tex-110-E	$90.00/Ea.
Material Finer #200 Sieve - ASTM D 1140/Tex-111-E	$60.00/Ea.
Lime Series Testing (PI Relation) - Tex-112-E	$225.00/Ea.
Lime Series Testing (pH Relation) - Tex-121-E (Part III)	$400.00/Ea.
Moisture-Density Relationship (TxDOT) - Tex-113-E /Tex-114-E	$225.00/Ea.
Standard Proctor - ASTM D 698	$225.00/Ea.
Modified Proctor - ASTM D 1557	$225.00/Ea.
Field Density Test (Nuclear) (Equipment charge) - ASTM D 6938/Tex-115-E	$20.00/Ea.
Determination of Soil pH - Tex-128-E	$70.00/Ea.
Soil-Lime Testing - Tex-121-E (Part I)	$175.00/Ea.
Resistivity of Soils - Tex-129-E	$110.00/Ea.
Sulfate Content of Soils - Tex-145-E	$95.00/Ea.
Organic Content of Soils – Tex-148-E	$60.00/Ea.
Texas Wet Ball Mill (Material Quality) - Tex-116-E	$250.00/Ea.
Triaxial Compression (Dist. Soil & Base) - Tex-117-E	$2,300.00/Ea.
Unconfined Compression-Soil - ASTM D 2166	$55.00/Ea.
Uniaxial Compression-Rock - ASTM D 7012	$65.00/Ea.
Consolidation Test - ASTM D 2435	$600.00/Ea.
Pulverization Gradation – Tex-101-E (Part III)	$100.00/Ea.
Mechanical Grain Analysis ASTM D 6913	$100.00/Ea.
Organic Content Determination (Ignition) ASTM D 2974	$60.00/Ea.
Coarse & Fine Aggregate Quality Testing	
Sieve Analysis (Dry)(4 Sieves) - ASTM C 136/Tex-200-F	$65.00/Ea.
Sieve Analysis (Washed)(4 Sieve) - ASTM C 136/Tex-200-F	$75.00/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve) - Tex-401-A	$90.00/Ea.
Sieve Analysis (Additional Sieves) - All Methods	$15.00/Ea.
Deleterious Material (Coarse Aggr.) - Tex-217-F (Part I)	$50.00/Ea.
Deleterious Material (Concrete Aggr.) - Tex-413-A	$50.00/Ea.
Decantation (Coarse Aggr.) - Tex-217-F (Part II)	$50.00/Ea.
Decantation Test (Fine Aggr. - Conc.) - ASTM C 117/Tex-406-A	$50.00/Ea.
Specific Gravity/Absorp. (Conc. Aggr) - ASTM C127/Tex-403-A	$80.00/Ea.

EXHIBIT "D"

L.A. Abrasion - ASTM C13/ Tex-410-A	$500.00/Ea.
Soundness (5 Cycle Magnesium Sulfate) - ASTM C 88/Tex-411-A	$500.00/Ea.
SSD Unit Weight of Aggregates - ASTM C29/Tex-404-A	$70.00/Ea.
Percent Voids/Solids in Conc. Aggr. - Tex-405-A	$15.00/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**	
Sand Equivalent - ASTM D 2419/Tex-203-F	$80.00/Ea.
Specific Gravity / Absorption (Fine Aggr.) - ASTM C 128/Tex -403-A	$65.00/Ea.
Organic Impurities in Fine Aggregate -ASTM C 87/Tex -408-A	$50.00/Ea.
Fineness Modulus of Fine Aggregate - Tex-402-A	$15.00/Ea.
Flat & Elongated Particles (Coarse Aggr.) - Tex-280-F	$60.00/Ea.
Coarse Aggr. Crushed Face (Coarse Aggr.) - Tex-460-A (Part I)	$60.00/Ea.
Acid Insoluble of Fine Aggregate - Tex-612-J	$90.00/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality

Sieve Analysis (Paving Mix Gradation) - Tex-236-F/Tex-200-F	$95.00/Ea.
Bulk Specific Gravity and Water Absorption of Aggregates – Tex-201-F	$100.00/Ea.
Lab Method of Mixing Bituminous Mixtures (set of 3) – Tex-205-F	$145.00/Ea.
Compacting Specimens Using the Texas Gyratory Compactor (set of 3) - Tex-206-F	$95.00/Ea.
Determine Drain down Characteristics in Bituminous Mixtures – Tex-235-F	$60.00/Ea.
Asphalt Content - Tex-236-F	$95.00/Ea.
Voids in Mineral Aggr. (VMA) - Tex-207-F	$90.00/Ea.
Boil Test (Effect of Water on Paving Mix) - Tex-530-C/Tex-531-C	$90.00/Ea.
Indirect Tensile Strength Test - Tex-226-F	$62.50/Ea.
Moisture Content (Paving Mix) - Tex-212-F (Part II)	$18.00/Ea.
Lab Molded Density - Tex-207-F	$90.00/Ea.
Hamburg Wheel Tracker - Tex-242-F	$1,000.00/Ea.
Field Coring – ACP Thickness - ASTM D 3549	$70.00/Ea.
Pavement Thickness Det. (Full Depth) - ASTM D 3549	$95.00/Ea.
Density of Cores (4 or 6 inch) (Set of 2) - Tex-207-F	$80.00/Ea.
In-Place Air Voids - Tex-207-F	$25.00/Ea.
Maximum Theoretical SPG (Rice Gravity) - Tex-227-F	$95.00/Ea.
Extraction/Sieve Analysis/Asphalt Content - Tex-210-F/Tex-200-F	$250.00/Ea.
Asphalt Rolling Pattern (Nuclear Method) - Tex-207-F (Part IV)	$45.00/Ea.
Segregation Profile - Tex-207-F (Part V)	$315.00/Ea.
Joint Density - Tex-207-F (Part VII)	$315.00/Ea.
Tack Coat Adhesion - Tex-243-F	$100.00/Ea.
Thermal Profile - Tex-244-F	$200.00/Ea.
Ride Quality - Tex-1001-S	By Quote

Concrete/Masonry Field & Laboratory Testing

Capping Cyl. Concrete Specimen – Tex-450-A	$15.00/Ea.
Compressive Strength of Cyl. Specimen - ASTM C 39/Tex-418-A	$25.00/Ea.
Grout Prism Prep./Cure/Comp. Strength - ASTM C 39	$35.00/Ea.
Mortar Cube Prep./Cure/Comp. Strength - ASTM C 109	$35.00/Ea.
Masonry Unit Prep. /Comp. Str. (Set of 3) - ASTM C 140	$250.00/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3) - ASTM C 140	$250.00/Ea.

Miscellaneous Testing

Drilled Shaft Slurry Density - Tex-130-E (Part II)	$25.00/Ea.
Drilled Shaft Slurry Sand Content - Tex-130-E (Part III)	$25.00/Ea.
Drilled Shaft Slurry Viscosity - Tex-130-E (Part IV)	$25.00/Ea.
Lime (Compliance with DMS 6350) (Tex-600-J)	$300.00/Ea.
Asphalt Binder (Compliance with DMS-6310)	$500.00/Ea.

Engineering Review, Evaluation, Management & Administration

Test Report	$25.00/Ea.

EXHIBIT “D”

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES

Direct Expenses

Rubber Blend Design	$1,084.00/Ea.
Optimum Foaming Water Percent and Temperature (Half-Life Only)	$475.00/Day
Foamed Asphalt Mix Design (Includes Half-Life)**	$6,504.00/Ea.
Engineered Emulsion Mix Design*	$4,119.00/Ea.

* Charge for each additional point over standard (3 points) report: $150.00
** Charge for each additional point over our standard (2 points) report: $500.00

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Raba Kistner, Inc.** **("Engineer")**
ADDRESS: **8100 Cameron Road, Suite B-10 Austin, Texas 78754**
PROJECT: **22RFSQ147 On-Call Materials & Geotechnical Engineering Services ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **four-hundred thousand Dollars ($400,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

_Gabriel Ornelas, Jr._____
_Raba Kistner, Inc._____
_8100 Cameron Road, Suite B-150
_Austin____, _TX___ _78754___

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: _Gabriel Ornelas, Jr._
Raba Kistner, Inc.
_8100 Cameron Rd, Suite B-150
_Austin_____, _TX__ _78754

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

ENGINEER

Raba Kistner, Inc.

By _____

Printed Name: Gabriel Ornelas Jr.

Title: Senior Vice President & COO

Date: November 20, 2022

JUDISA V. ROSENTHAL
My Notary ID # 129700910
Expires February 14, 2026

12/13/2022

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

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

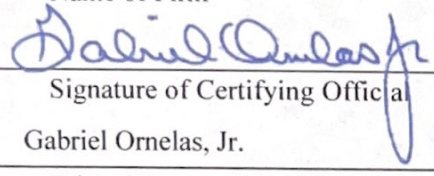
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction;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

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

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

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

Raba Kistner, Inc.
Name of Firm



Signature of Certifying Official

Gabriel Ornelas, Jr.
Printed Name of Certifying Official

Senior Vice President & COO
Title of Certifying Official

November 20, 2022
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

ENGINEER

Raba Kistner, Inc.

By _____

Printed Name: Gabriel Ornelas, Jr.

Title: Senior Vice President & COO

Date: November 20, 2022

JUDISA V. ROSENTHAL
My Notary ID # 129700910
Expires February 14, 2026

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide On-Call Materials Testing & Geotechnical Engineering Services which may include, but are not limited to:

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - GEOTECHNICAL SERVICES, MATERIALS TESTING, AND CONSULTATION

TASK 3 - CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Reviewed by: osalazarbueno
Date: 12/07/2022

ON-CALL GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING CONSULTING SERVICES
WILLIAMSON COUNTY
RABA KISTNER CONSULTANTS, INC.

EXHIBIT D - RATE SCHEDULE

	2023 PRICE	Unit
Principal	$ 250.00	HR
Senior Geotechnical Engineer	$ 229.00	HR
Senior Project Manager	$ 203.00	HR
Project Manager	$ 200.10	HR
Geotechnical Engineer	$ 178.46	HR
Project Engineer	$ 156.00	HR
Engineer in Training	$ 143.21	HR
Geologist	$ 151.00	HR
Environmental Scientist	$ 127.00	HR
Geotechnical Logger	$ 116.69	HR
CADD Technician	$ 102.75	HR
Senior Geotechnical Engineering Technician	$ 90.00	HR
Geotechnical Laboratory Technician	$ 81.12	HR
Geotechnical Engineering Technician	$ 75.71	HR
Archaeologist	$ 135.00	HR
GIS	$ 108.00	HR
Admin/Clerical	$ 70.00	HR

DIRECT EXPENSES

	2023 PRICE	Unit
8 ½" x 11" b/w Paper Copies	$ 0.23	Page
11" x 17" b/w Paper Copies	$ 0.33	Page
8 ½" x 11" color Paper Copies	$ 0.42	Page
11" x 17" color Paper Copies	$ 0.49	Page
Drill Rig Mobilization (min charge)	$ 535.39	Each
Logger Truck	$ 0.92	Mile
Drilling & Sampling (Cohesive/Granular Soils)	$ 21.09	FT
Hollow Stem Drilling (Granular Soils)	$ 30.28	FT
Drilling & Sampling (Soft Rock - Limestone)	$ 37.86	FT
Drilling & Sampling (Hard Rock - Limestone	$ 45.43	FT
Texas Cone Penetrometer	$ 27.04	Test
Standard Penetration Testing	$ 29.33	Test
Bentonite Backfill	$ 3.79	FT
Driller Standby	$ 210.91	HR
Lab Testing (Moisture Content)	$ 16.22	Test
Lab Testing (Atterberg Limit)	$ 113.57	Test

Lab Testing (Percent Passing No. 200 Sieve)	$ 62.73	Test
Lab Testing (Sieve Analysis)	$ 91.94	Test
Lab Testing (Hydrometer)	$ 383.97	Test
Lab Testing (Corrosivity:Chloride, pH, Resisitivity.	$ 183.28	Test
Lab Testing (Unconfined Compression –Soil)	$ 34.61	Test
Lab Testing (Unconfined Compression – Rock)	$ 41.10	Test
Lab Testing (Sulfate Testing)	$ 106.00	Test
Lab Testing (Lime Series Curve)	$ 443.46	Test
Lab Testing (Moisture/Density Test)	$ 319.07	Test
Lab Testing (Resilient Modulus)	$ 1,946.88	Test
Lab Testing (California Bearing Ratio Test)	$ 200.10	Test

FIELD DRILLING SERVICES

	2023 PRICE	**Unit**
Auger Drilling (Does not include logging)		
soil	$ 23.92	FT
soft rock		
Standard Wet Rotary (Does not include logging)	$ 27.04	FT
Nx Rock Core (Does not include logging		
Soft rock (marl, shale)	$ 39.52	FT
Hard rock (limestone, sandstone)	$ 52.00	FT
Non-conventional drilling (barge drilling or unusual time	$ 350.48	HR
Field Logging Services	$ 75.92	HR
Geotechnical Technician	$ 161.20	HR
Geologist	$ 116.48	HR
Engineer in Training		
Field Coordination		
Field Engineer	$ 122.72	HR
Flagman	$ 81.12	HR
Sampling		
Standard Penetration Test (ASTM D1586)	$ 28.08	Test
Shelby Tube (ASTM D1587)	$ 28.08	Test
Texas Cone Penetrometer Test (THO, Tex-132-E)	$ 32.24	Test
Other Expenses/Charges		
Standby Time	$ 278.72	HR
Mileage - non-drilling equipment Grout backfill	current rate	Mile
Grout backfill	$ 4.33	FT
Dozer/clearing cost	at cost	EA
Logger truck charge	$ 66.68	DAY
Standard pavement coring	$ 91.23	EA
Concrete/AC patch	$ 77.82	EA
Traffic control - signs, barricades	at cost	EA
All other outside expenses	at cost	EA

geotechnical drilling rig crews time and effort associated with setting up for a project, breaking down the rig, mobilizing from boring to the next boring, and cleaning up after each boring drilled.

ATTACHMENT D - FEE SCHEDULE

ON-CALL GEOTECHNICAL ENGINEERING AND CONSTRUCTION
MATERIALS TESTING CONSULTING SERVICES
WILLIAMSON COUNTY
RABA KISTNER CONSULTANTS, INC.

ASPHALTIC CONCRETE

			2023 PRICE
ASTM D 75	**Sampling Raw Materials of Composite Mix**		
	Technician Time	per hour	$ 62.73
Asphalt Institute Manual	**Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature**		
	Technician Time	per hour	$ 75.99
Asphalt Institute Manual	**Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination**		
	Technician Time	per hour	$ 75.99
ASTM D 2950	**Nuclear Density Test with Inspection**	each	$ 19.38
	Nuclear Density Test	each	$ 30.60

REFERENCE	LABORATORY SERVICES	UNIT	2023 PRICE
ASTM D 2172; TxDOT, TEX-210-F	**Extraction Test, Bitumen Content and Aggregate Sieve Analysis of Asphaltic Concrete**	each	$ 234.60
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only	each	$ 160.14
	Asphaltic Concrete Extraction; Bitumen Content and Aggregates; Sieve Analysis of Asphaltic Concrete; Molding Specimens (Hveem or Marshall); Laboratory Density (Molded Specimen); Stability Test (Hveem); and Maximum Theoretical Specific Gravity (Rice Gravity)	per set	$ 562.02
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	**Molding Specimens**		
	Hveem or Marshall	per set	$ 70.38
	Superpave (2 per set)	per set	$ 140.76
TxDOT, TEX-207-F; ASTM D 2726	**Laboratory Density Test**		
	a) Molded Speciment	per set	$ 74.46
	b) Asphalt Core	each	$ 62.22
	c) Superpave (2 per set)	per set	$ 87.72
Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559	**Stability Test**		
	Marshall	per set	$ 70.38
	Hveem	per set	$ 70.38
Asphalt Institute Manual and TxDOT; Mix Designs	**Corp of Engineers or FAA**	each	$ 2,350.08
	TxDOT Quality Control/Quality Assurance	each	$ 2,350.08
	TxDOT CMHB	each	$ 3,343.56
	TxDOT Calibration Mix and Pans	each	$ 393.72
	TxDOT Black Base Design, Item 345	each	$ 1,758.48
TxDOT, TEX-200-F; ASTM C 136	**Sieve Analysis of Aggregate**	each	$ 47.94
TxDOT, TEX-203-F; ASTM D 2419	**Sand Equivalent Test**	each	$ 100.98

AASHTO TP 33	**Fine Aggregate Angularity**	each	$ 60.18
ASTM D 4791-95	**Flat and Elongated Particle**	each	$ 60.18
TxDOT, TEX-201-F; ASTM C 127	**Specific Gravity (Coarse or Fine Aggregate)**	each	$ 47.94
TxDOT, TEX-201-F; ASTM C 127	**Absorption (Coarse or Fine Aggregate) (Includes Specific Gravity)**	each	$ 74.46
TxDOT, TEX-411-A; ASTM C 88	**Sulfate Soundness (Time and Test)**		
	Preparation Time	per hour	$ 62.73
	a) Magnesium - 5 Cycle	each	$ 594.66
	b) Sodium - 5 Cycle	each	$ 530.40
CSM030	**Los Angeles Abrasion Test (Time and Test)**		
CSM030	Los Angeles Abrasion Test (Small or Large Coarse Aggregate)	each	$ 229.50
Asphalt Inst. SP-2 TxDOT, Item 3066 AASHTO PP 28-95	**Superpave TM Mix Design (Includes Aggregate, Specific Gravity and Sieve Analysis) (Does Not Include TSR)**	each	$ 7,266.48
TxDOT, TEX-227-F; AASHTO T 209; ASTM D 2041	**Maximum Theoretical Specific Gravity (Rice Gravity)**	each	$ 109.14
TxDOT, TEX-226-F; AASHTO T 283; ASTM D 4867	**Moisture Sensitivity Test (Tensile Strength Ratio Test)**		
	with Freeze/Thaw	each	$ 628.32
	without Freeze/Thaw	each	$ 492.66
TxDOT, Item 3157	**Cold Processed – Recycled Paving Material (RPM)**		
	Mixture Design Mixture Verification (QC) Strength, Stability (Hveem, Modified Marshall)	per set	$ 918.00
TxDOT, TEX-126-E (Modified)	**Molding and Strength**	per set	$ 447.78
TxDOT, TEX-208-F (Modified)	**Molding and Hveem**	per set	$ 169.32
ASTM D 1559	**Molding and Marshall**	per set	$ 158.10
TxDOT, TEX-103-E	**Molded Moisture Content**	each	$ 16.32

CEMENT TREATED BASE

REFERENCE	FIELD SERVICES	UNIT	2023 PRICE
PCA	**Sampling Raw Materials for Mix Verification**		
	Technician Time	per hour	$ 62.73
	Sampling Contractor Processed Material		
	Technician Time	per hour	$ 62.73

REFERENCE	LABORATORY SERVICES	UNIT	2023 PRICE
PCA	**Molding Controlled Processed Material**	each	$ 84.66

PCA	**Unconfined Compressive Strength Testing**	each	$ 37.74
ASTM D 559; ASTM D 560	**Durability (2 Specimens per Set) (Percent Loss in 12 Cycles)** Wet Dry/Freeze Thaw	per set	$ 721.14
	Mix Design		
PCA; TxDOT, TEX-120-E; ASTM D 558	Mix Design - Cement Treated Base (Does Not Include Durability)	each	$ 1,436.16

CONCRETE

REFERENCE	FIELD SERVICES	UNIT	2023 PRICE
ASTM C 31; ASTM C 172; ASTM C 143	**Sampling Concrete to Conduct Slump Test, Measure Concrete Temperature, Cast Test Specimen and Transport Test Specimen to Laboratory Next Day**		
	Technician Time	per hour	$ 62.73
	Pick-Up of Test Specimen	per hour	$ 62.73
	Standby Time	per hour	$ 62.73
ASTM C 39; ASTM C 617	**Cylinder Compressive Strength Testing and Reporting (In Conjunction with Sampling)**		
	a) 6x12 or 4x8 - Normal Weight or Lightweight Structural (Minimum of 4)	each	$ 21.42
	b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities)	each	$ 31.62
	c) "Hold" Cylinder (Additional Charge)	each	$ 14.28
	d) "Strip" Cylinder (Additional Charge)	each	$ 16.32
	e) Compressive Strength - 2x2 Cubes	each	$ 30.60
	f) Dry Density - Concrete Cylinder	each	$ 54.06
ASTM C 78	**Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams)**	each	$ 66.30
	Air Content (In Conjunction with Sampling)		
ASTM C 231	a) Pressure	each	$ 38.76
ASTM C 173	b) Volumetric	each	$ 46.92
AASHTO T 199	c) Chase	each	$ 20.40

CONCRETE

ASTM C 138	**Unit Weight**	each	$ 34.68
ASTM C 143	**Additional Slump Test**	each	$ 29.58
ACI 311; ACI 304	**Concrete Plant Observation - To Observe and Record Aggregate Types, Batch Weights, Concrete Consistency and Mixing Time** Technician Time	per hour	$ 62.73
ACI 311; ACI 304	**Concrete Site Observation - To Record the Consistency of Concrete, Verify and Adjust Slump within Project Specifications and Sample for Test Specimens** Technician Time	per hour	$ 62.73

REFERENCE	LABORATORY SERVICES	UNIT	2023 PRICE
CI 211.1	**Hardrock Concrete Mix Design Calculations and Proportioning to Include Six Confirmatory Cylinders** (Physical Properties Not Included)	each	$ 371.28

ACI 211.1 (303.R)	**Architectural Mix Design**	each	$	403.92
ACI 211.2	**Lightweight Structural Mix Design**	each	$	382.50
ASTM C 270	**Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included)**	each	$	403.92
ASTM C 1202	**Chloride Ion Permeability**	per set	$	322.32
ASTM C 39	**Cylinders Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory**	each	$	33.66
ASTM C 496	**Splitting Tensile Strength of Concrete Cylinders**			
	Tensile Test	each	$	53.04
ASTM C 666	**Freeze-Thaw Test**	per set	$	447.78
ASTM C 469	**Determination of Young's Modulus of Elasticity (Time, Test and Set-Up)**	each	$	100.98
ASTM C 803	**Windsor Probe (Includes Surface Preparation)**	per hour	$	104.04
ASTM C 805	**Schmidt Rebound Number**	per hour	$	106.08

CONCRETE AGGREGATES

REFERENCE	FIELD SERVICES	UNIT	2023 PRICE
ASTM D 75; TxDOT, TEX-400-A	**Sampling Concrete Aggregates**		
	Technician Time	per hour	$ 62.73

REFERENCE	LABORATORY SERVICES	UNIT	2023 PRICE
ASTM C 566	**Moisture Content**	each	$ 16.32
ASTM C 29; TxDOT, TEX-404-A	**Unit Weight (Coarse or Fine)**		
	a) Loose	each	$ 40.80
	b) Rodded	each	$ 40.80
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	**Specific Gravity (Coarse or Fine)**	each	$ 47.94
ASTM C 123	**Lightweight Particles (Plus Cost of Materials)**	per test	$ 71.40
	Absorption		
ASTM C 127;	a) Normal Weight Aggregate (Coarse or Fine)	each	$ 30.60
ASTM C 128; TxDOT, TEX-201-F	b) Lightweight Aggregate (Coarse)	each	$ 33.66
ASTM C 136; TxDOT, TEX-401-A	**Sieve Analysis (Dry) for ASTM C 33 Specifications**		
	a) Coarse, Per Sample	each	$ 52.02
	b) Fine, Per Sample	each	$ 63.24
ASTM C 117; TxDOT, TEX-406-A	**Amount Finer than No. 200 (Decantation)**	each	$ 44.88
ASTM C 131; ASTM C 535	**Los Angeles Abrasion (Time and Test)**	each	$ 229.50
ASTM C 88;	**Sulfate Soundness (Time and Test)**		

TxDOT, TEX-411-A	Preparation Time	per hour	$	62.73
	a) Magnesium - 5 Cycle	each	$	594.66
	b) Sodium - 5 Cycle	each	$	530.40
ASTM C 117; ASTM C 29; ASTM C 127; ASTM C 128; ASTM C 566; TxDOT, TEX-406-A; TxDOT, TEX-404-A; TxDOT, TEX-201-F; TxDOT, TEX-401-A	**Physical Properties of Aggregates - Includes Decantation, Rodded Unit Weight, Specific Gravity, Absorption, Sieve Analysis and Moisture Content (Per Aggregate Type and Size)**			
	Conducted in Conjunction with Concrete Mix Design	each	$	177.48
	Conducted Separate from Concrete Mix Design	each	$	229.50
ASTM C 40; TxDOT, TEX-408-A	**Organic Impurities**	each	$	45.90
ASTM C 2419; TxDOT, TEX-203-F	**Sand Equivalent Values**	each	$	102.00
ASTM C 142	**Clay Lumps and Friable Particles**	each	$	69.36
ASTM C 641	**Staining Materials in Lightweight Concrete Aggregate**	each	$	69.36

CORING

REFERENCE	FIELD SERVICES	UNIT	2023 PRICE
ASTM C 42; ACI 318	**Technician Time and Equipment**		
	a) One Man	per hour	$ 76.50
	b) Two Men	per hour	$ 117.30
	c) Reinforcing Steel Detector	per day	$ 408.00
	d) Coring	per day	$ 357.00
	e) Generator	per day	$ 153.00
	Bit Wear		
	a) Limestone Aggregate	per inch	$ 7.65
	b) Quartz Aggregate (River Gravel)	per inch	$ 8.67

REFERENCE	LABORATORY SERVICES	UNIT	2023 PRICE
ASTM C 42 a)	**Sawed Ends for Compressive Strength Test**		
	a) Limestone Aggregate	square inch	$ 2.55
ASTM C 39; ASTM C 42; ASTM C 174; ASTM C 617	**Compressive Strength of Concrete Core Includes Measurements, Capping and Testing**	each	$ 33.66
	Report Photographs		at cost
	Laboratory Air-Dried Unit Weight	each	$ 20.40

LIME

REFERENCE	FIELD SERVICES	UNIT	2023 PRICE
National Lime Association	**Continuous Observation to Monitor and Record Equipment Functions, Specific Gravity of the Lime Slurry and Observation of Stabilization Location and Depth**		
	Technician Time	per hour	$ 62.73

REFERENCE	LABORATORY SERVICES	UNIT	2023 PRICE
STM D 422; TxDOT, TEX-101-E, Pt. II	**Sieve Analysis of Pulverized Materials for Gradation Compliance**	each	$ 76.50
ASTM D 4318; TxDOT, TEX-112-E	**Lime Series Curve Determination Including Five Atterberg Limits**	each	$ 535.50
TEX-121-E	**Soil-Lime Testing Part III**	each	$ 418.20
ASTM C 183	**Standard Method of Sampling Hydraulic Cement**	per hour	$ 62.73
ASTM C 109	**Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50mm Cube Specimen)**	each	$ 29.58
ASTM C 185	**Air Content of Hydraulic Cement Mortar**	each	$ 60.18
ASTM C 266; ASTM C 191	**Time of Setting of Hydraulic Cement by Gillmore/Vicat Needles**	each	$ 72.42
ASTM C 151	**Autoclave Expansion of Portland Cement**	each	$ 240.72
ASTM C 187	**Normal Consistency of Hydraulic Cement**	each	$ 60.18
ASTM C 188	**Specific Gravity of Hydraulic Cement**	each	$ 70.38
ASTM C 430	**Fineness of Hydraulic Cement by the No. 325 Sieve**	each	$ 70.38
ASTM C 451	**Early Stiffening of Portland Cement (Paste Method)**	each	$ 60.18
ASTM C 114	**Chemical Analysis**	each	$ 442.68
ASTM C 91	**Water Retention of Masonry Cement**	each	$ 112.20
ASTM C 150	**Chemical Analysis**	each	$ 443.70
	Physical Analysis	each	$ 880.26

SOILS (Earthwork)

REFERENCE	FIELD SERVICES	UNIT	2023 PRICE
ASTM D 75	**Sampling Subgrade, Fill or Base**		
	Technician Time	per hour	$ 62.73
	In-Place Moisture-Density Test		
	Technician Time	per hour	$ 62.73
ASTM D 2922	Nuclear Density	each	$ 30.60
ASTM D 2167; ASTM D 1556	**Volumetric Density (Sand Cone)**	each	$ 87.72
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage)		
	Technician Time (Hourly Rate)	per hour	$ 62.73
	Proof Rolling Observation	per hour	$ 62.73
ASTM D 2922	**Nuclear Density Test with Observation**	each	$ 19.38

REFERENCE	LABORATORY SERVICES	UNIT	2023 PRICE

ASTM D 2216; TxDOT, TEX-103-E	**Moisture Content**	each	$ 16.32
	Atterberg Limits		
ASTM D 4318	a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	each	$ 100.98
	Shrinkage Limit in Conjunction with Atterberg Limits		
ASTM D 427	a) Volumetric	each	$ 124.44
	b) Linear (TxDOT, TEX-107-E)	each	$ 124.44
ASTM D 422;	**Sieve Analysis**		
TxDOT, TEX-101-E;	a) Washed through No. 40 (Up to 5 Sieves)	each	$ 69.36
TxDOT, TEX-110-E	b) Washed through No. 200 (Up to 4 Sieves)	each	$ 102.00
	c) Additional Sieves	each	$ 16.32
ASTM D 1140	**Amount Finer than No. 200 Sieve**	each	$ 69.36
TEX-145-E	**Determining Sulfate Content in Soils**	each	$ 86.70
	Moisture-Density Relationship (Proctor)		
Preparation Time	Preparation Time	per hour	$ 62.73
ASTM D 698; ASTM D 1557	ASTM	each	$ 306.00
AASHTO T 99; AASHTO T 180	AASHTO	each	$ 306.00
TxDOT, TEX-113-E; TxDOT, TEX-114-E	TxDOT	each	$ 306.00
MIL STD CE 55A	Corps of Engineers	each	$ 306.00
ASTM D 535			
ASTM D 1883	**California Bearing Ratio - Short Method; Includes Moisture-Density Relationship and Three Test Specimens**	per set	$ 972.06
	Each Additional Specimen	each	$ 195.84
TxDOT, TEX-117-E	**TxDOT Triaxial – Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens**		
	Part I	per set	$ 1,642.20
	Part II	per set	$ 1,509.60
	Each Additional Specimen	each	$ 183.60
ASTM D 854; TxDOT, TEX-108-E	**Specific Gravity**	each	$ 102.00
ASTM D 422; TxDOT, TEX-110-E	**Hydrometer Analysis (Includes Sample Preparation, Grain Size Curve and Specific Gravity)**	each	$ 333.54
ASTM D 5084	**Hydraulic Conductivity**	each	$ 519.18
ASTM D 2166	**Unit Weight**	each	$ 34.68
TxDOT, TEX-116-E	**Wet Ball Mill**	each	$ 250.92
	Water Content and Visual Classification	each	$ 16.32
	Unconfined Compression (includes unit dry weight)		
	a) Soil Shelby Tube Specimens	each	$ 52.02
	b) Rock Core Specimens	each	$ 62.22
	(1) Sawed Specimen Ends	per end	$ 14.28
	Triaxial Compression		
	a) Unconsolidated-Undrained, Per Specimen	each	$ 95.88
	b) Unconsolidated-Undrained, Multistage	each	$ 333.54

Direct Shear			
a) Unconsolidated-Undrained	each	$	257.04
b) Consolidated-Drained (Sand)	each	$	541.62
Consolidation (Not Including Specific Gravity)	each	$	693.60
Swell Test			
a) Pressure Method	each	$	362.10
b) Free Swell	each	$	193.80

EXHIBIT D

SUBCONSULTANT FEE SCHEDULE

SUBCONSULTANTS - Rodriguez Engineering Laboratories LLC

CONSTRUCTION MATERIALS TESTING SERVICES

	HMAC Field Testing and Sample Pick-up			
	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage not incld)	per hour	$	70.38
	Field Tech Time (on-site only, 2-hour minimum)	per hour	$	70.38
Tex-207-F, VII	Longitudinal Joint Density with Density Gauge (Plus Tech time)	each	$	91.49
Tex-207-F, Part V	Mat Segregation with Density Gauge (Plus Tech time)	each	$	91.49
Tex-140-E	Pavement Thickness Determination (Plus Tech time)	each	$	23.46
Tex-244-F	Thermal Profile (Plus Tech time)	each	$	205.26
	Laboratory Testing of HMAC			
	Asphalt Content by Extration	each	$	197.05
	Asphalt Content by Ignition Method (Tex-236-F)	each	$	211.13
	Boiling Stripping Test (TEX-530-C)	each	$	129.02
	Bulk Density of Compacted Specimens (TEX-207-F, Part I) (2 or 3 per set)	each	$	72.72
	Cantabro Loss (TEX-245-F) (Molding is not included)	each	$	131.36
	Extraction (Gradation & Asphalt Content) (Tex-200-F, Tex-210-F, D2172, T164)	each	$	171.24
	Gradation of Aggregate from Extraction or Ignition (TEX-200-F)	each	$	91.49
	Hamburg Wheel Tracker (TEX-242-F) (Includes Molding)	each	$	663.87
	Hamburg Wheel Tracker (TEX-242-F) (Molded by Client)	each	$	463.31
	Hveem Stability (TEX-208-F) (3 per set)	each	$	72.72
	Indirect Tensile Strength (TEX-226-F) (Molding is not included)	each	$	85.62
	Maximum Theoretical Specific Gravity, Rice Method (Tex 227-F)	each		
	3.2.12.1 - Bag Sample	each	$	65.68
	3.2.12.2 - Core Sample	each	$	77.42
	Sand Equivalent (Clay Content) (Tex-203-F)	each	$	111.43
	Specific Gravity, Bulk Core	each	$	31.67
	Specific Gravity, Bulk Core (Vacuum Method)	each	$	72.72
	Specimen Molding, Bulk Density, and Stability (3 per set) (Tex-206-F, 207-F, 208-F)	each	$	218.16
	Specimen Molding by SGC (TEX-241-F) (2 per set)	each	$	99.70
	Specimen Molding by TGC (TEX-206-F) (3 per set)	each	$	72.72
	Thickness of HMAC cores by Direct Measurement	each	$	15.24
	Shear Bond Strength Test (TEX-249-F) (2 per set)	each	$	240.00
	Ideal Cracking Test (TEX-250-F) (4 per set)(Molding is not included)	each	$	350.00
	HMAC Coring			
	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	per hour	$	70.38
	Field Tech time (on-site only, 2-hour minimum)	per hour	$	70.38
	Core, per inch thickness			
	3.3.3.1 - 0"–6" depth @ 6"Ø (includes patching and sample prep.)	each	$	114.95
	3.3.3.2 - > 6"–10" depth @ 6"Ø (includes patching and sample prep.)	each	$	127.26
	3.3.3.3 - > 10"–14" depth @ 6"Ø (includes patching and sample prep.)	each	$	164.21
	3.3.3.4 - >14" depth @ 6"Ø (includes patching and sample prep.)	each	$	164.21
	3.3.3.5 - Per inch beyond 14" depth @ 6"Ø (includes patching and sample prep.)	per inch	$	7.04
	Laboratory Testing of Liquid Asphalt and Emulsions			
	Abson Recovery (Extraction using Solvent is not Included)	each	$	281.50
	Breaking Index (Asphalt Emulsions)	each	$	110.25
	Cement Mix	each	$	83.27
	Demulsibility (Anionic or Cationic Emulsions)	each	$	83.27
	Density of Emulsified Asphalt	each	$	83.27
	Ductility of Bituminous Materials	each	$	118.47
	Elastic Recovery Test	each	$	96.18
	Laboratory Testing of Liquid Asphalt and Emulsions			
	Float Test For Bituminous Materials	each	$	96.18
	Kinematic Viscosity of Cut-Back Asphalt	each	$	118.47
	Penetration of Bituminous Materials	each	$	73.90

Residue by Distillation (Cutback or Emulsified Asphalts)	each	$	173.59
Residue by Evaporation	each	$	173.29
Saybolt Viscosity of Emulsified Asphalt at 25°C (77°F)	each	$	73.90
Saybolt Viscosity of Emulsified Asphalt at 50°C (122°F)	each	$	73.90
Sieve Test of Emulsified Asphalt	each	$	51.61
Softening Point of Bitumen (Ring-and-Ball)	each	$	118.47
Storage Stability (24 Hrs)	each	$	129.02
Specific Gravity of Emulsified Asphalt	each	$	79.75
Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.)	each	$	97.36

Field Testing Equipment

Vehicle			
Within City of Austin ETJ, within 50 miles (one-way) from REL	per trip	$	66.86

Engineering Cosultation

Principal	per hour	$	270.94
Project Manager/Professional Engineer	per hour	$	173.59
Project Engineer	per hour	$	134.89
Graduate Engineer	per hour	$	100.88
Senior Engineering Technician	per hour	$	87.97
Engineering Technician (Asphalt, Concrete, Soils, etc.)	per hour	$	70.38
Clerical	per hour	$	56.29

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Rodriguez Engineering Laboratories LLC ("Engineer")**
ADDRESS: **13809 Turbine Dr., Austin, TX 78728**
PROJECT: **22RFSQ147 On-Call Materials & Geotechnical Engineering Services ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **four-hundred thousand Dollars ($400,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Jose Melendez, P.E.
Rodriguez Engineering Laboratories LLC
13809 Turbine Dr.
Austin, TX 78728

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Jose Melendez, P.E.
Rodriguez Engineering Laboratories LLC
13809 Turbine Dr.
Austin, TX 78728

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

ENGINEER

Rodriguez Engineering Laboratories LLC

By _____

Printed Name: Jose Melendez, P.E.

Title: Laboratory Engineer

Date: November 22, 2022

12/8/2022

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

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

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

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

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

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

Rodriguez Engineering Laboratories LLC
Name of Firm

Signature of Certifying Official

Jose Melendez, P.E.
Printed Name of Certifying Official

Laboratory Engineer
Title of Certifying Official

November 22, 2022
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Jose Melendez _____ the 22nd _____ of November, 2022 ,on behalf of said firm.

LEAH CONNETT
Notary ID #129704417
My Commission Expires
February 7, 2026

Notary Public in and for the
State of Texas

My commission expires: February 7, 2026

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide On-Call Materials Testing & Geotechnical Engineering Services which may include, but are not limited to:

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - GEOTECHNICAL SERVICES, MATERIALS TESTING, AND CONSULTATION

TASK 3 - CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Rodriguez Engineering Laboratories LLC]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____JoseMelendez, P.E._____	_____
Printed Name	Printed Name
_____ Laboratory Engineer_____	____ Laboratory Engineer____
_____	
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
1. Testing of Soils and Base Materials				
1.1	**Field Soil Density**			
	1.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$70.38
	1.1.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$70.38
	1.1.3	Field Nuclear Density Test	Per ea	$48.09
	1.1.4	Field Density by Sand Cone Method (ASTM D1556)	Per ea	$64.51
1.2	**Bulk Sample Pick-Up**			
	1.2.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$70.38
1.3	**Laboratory Moisture Density Relationship**			
	1.3.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$70.38
	1.3.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$70.38
	1.3.3	Moisture Density Relationship of Soil-Cement (ASTM D 558)	Per ea	$322.55
	1.3.4	Moisture Density Relationship (ASTM D 698) Standard Proctor Compaction Test)	Per ea	$322.55
	1.3.5	Moisture Density Relationship (ASTM D 1557) (Modified Proctor Compaction Test)	Per ea	$322.55
	1.3.6	Moisture Density Relationship (TEX-113-E) Compaction Test	Per ea	$322.55
	1.3.7	Moisture Density Relationship (TEX-114-E, Part I) Compaction Test	Per ea	$322.55
	1.3.8	Moisture Density Relationship (TEX-114-E, Part II) Compaction Test	Per ea	$361.26
1.4	**Laboratory Testing of Soils**			
	1.4.1	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	Per ea	$91.49
	1.4.2	Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	$77.42
	1.4.3	CBR of Laboratory-Compacted Soils (ASTM D1883)	Per ea	$580.59
		1.4.3.1 Each Additional Point	Per ea	$193.53
	1.4.4	Depth Check (Tex-140-E)	Per ea	$23.46
	1.4.5	Dry Unit Weight Test of Soils	Per ea	$44.57
	1.4.6	Field Gradation of Lime Soil (1.75, 0.75, No 4 Sieve) (in addition to hourly charge)	Per point	$25.81
	1.4.7	Hydrometer Analysis (ASTM D422), (mechanical sieve analysis is not included)	Per ea	$136.06
	1.4.8	Lime Series Curve (ASTM D 4318)	Per point	$119.64
	1.4.9	Natural Moisture Content	Per ea	$26.39
	1.4.10	Organic Content of Soils (Tex-148-E)	Per ea	$216.99
	1.4.11	Percent Passing No. 200 Sieve (TEX-111-E)	Per ea	$59.82
	1.4.12	PVR (Tex-124-E), testing is not included	Per ea	$133.71
	1.4.13	Resistivity of Soils (TEX-129-E)	Per ea	$127.84
	1.4.14	Sample Preparation (TEX-101-E)	Per ea	$87.97
	1.4.15	Sample Remolding	Per hr	$70.38
	1.4.16	Sieve Analysis (TEX-110-E)	Per ea	$91.49
	1.4.17	Shrinkage (Volumetric) (ASTM D427, ASTM D4943)	Per ea	$95.01
	1.4.18	Soil Cement or Lime Compression Test (TEX-120-E, TEX-121-E)	Per ea	$96.18
	1.4.19	Soil pH (Tex-128-E)	Per ea	$76.24
	1.4.20	Soil Specific Gravity (TEX-108-E)	Per ea	$86.79
	1.4.21	Stabilization Ability of Lime by Soil PH (TEX-121-E Part III) up to 6 points	Per ea	$326.08
	1.4.22	Sulfate Content (Tex-145-E)	Per ea	$123.16
	1.4.23	Texture Depth by Sand Patch (Tex-436-A)	Per ea	$76.24
	1.4.24	Unconfined Compression Test - Cohesive Soils (ASTM D2166)	Per ea	$68.03
	1.4.25	Unconfined Compression Test - Rock (ASTM D2938)	Per ea	$95.01
1.5	**Texas Triaxial Compression Test on Base Material TEX-117E, Part II, including the following:**			
	1.5.1	Molding, Curing, and Testing 9 Specimens	Per ea	$1,636.22
	1.5.2	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	Per ea	$91.49
	1.5.3	Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	$77.42
	1.5.4	Percent Passing No. 200 Sieve (TEX-111-E)	Per ea	$59.82

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
	1.5.5	Sample Preparation (TEX-101-E)	Per ea	$87.97
	1.5.6	Sieve Analysis (TEX-110-E)	Per ea	$91.49
	1.5.7	Wet Ball Mill (TEX-116-E)	Per ea	$283.84
1.6	Report of Soil Test Results (includes clerical, engineering review/seal, etc.)		Per ea	$97.36
2. Testing of Concrete and Aggregates				
2.1	**Concrete Cylinder**			
	2.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$70.38
	2.1.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$70.38
	2.1.3	Cylinder Charge (per each)	Per ea	$34.02
2.2	**Concrete Coring**			
	2.2.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$70.38
	2.2.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$70.38
	2.2.3	Concrete Coring Equipment Charge	Per hr	$49.26
	2.2.4	Core Bit Surcharge (in addition to base equipment charge)		
		2.2.4.1 - 3-inch diameter core	Per inch	$5.87
		2.2.4.2 - 4-inch diameter core	Per inch	$7.63
		2.2.4.3 - 6-inch diameter core	Per inch	$10.03
	2.2.5	Concrete Core Strength Testing, Includes Core Curing and Preparation	Per ea	$84.45
2.3	**Laboratory Testing of Concrete and Aggregates**			
	2.3.1	Abrasion Test (TEX-410-A)	Per ea	$310.82
	2.3.2	Absorption of Aggregate	Per ea	$46.92
	2.3.3	Aggregate Gradation Analysis (TEX-200-F)	Per ea	$91.49
	2.3.4	Beam Flexural Strength (TEX 448-A)	Per ea	$50.44
	2.3.5	Coarse Aggregate Angularity	Per ea	$96.18
	2.3.6	Crushed Face Count (TEX-460-A)	Per ea	$97.36
	2.3.7	Decantation (Tex-406-E)	Per ea	$43.40
	2.3.8	Deleterious Materials (Clay Lumps/Friable Part I) Mineral Aggregate (Tex-413-A)	Per ea	$85.62
	2.3.9	Fine Aggregate Angularity	Per ea	$96.18
	2.3.10	Fineness Modulus of Fine Aggregate (Tex-402-A)	Per ea	$52.78
	2.3.11	Flat, Elongated Particles (ASTM D4791)	Per ea	$96.18
	2.3.12	Micro Deval Abrasion (TEX-461-A)	Per ea	$287.36
	2.3.13	Organic Impurities in Fine Aggregate (Tex-408-A)	Per ea	$65.68
	2.3.14	Pavement Thickness by Direct Measurement (Tex-423-A)	Per ea	$35.18
	2.3.15	Sand Equivalent (Clay Content) (Tex-203-F)	Per ea	$111.43
	2.3.16	Sieve Analysis of Fine and Coarse Aggregate (Tex-401-A)	Per ea	$91.49
	2.3.17	Soundness, Sodium, or Magnesium (ASTM C88, Tex-411-A)	Per ea	$457.44
	2.3.18	Specific Gravity of Aggregate	Per ea	$70.38
	2.3.19	Splitting Tensile Strength of Cylindrical Concrete Specimen (ASTM C496)	Per ea	$50.44
	2.3.20	Thickness of Concrete Cylinders or CTB Cores (ASTM C174)	Per ea	$23.46
	2.3.21	Unit Weight of Aggregate	Per ea	$46.92
	2.3.22	Unit weight of Concrete Specimens by Measurements	Per ea	$17.59
2.4	Report of Concrete Test Results (includes clerical, engineering review/seal, etc.)		Per ea	$97.36
3. Testing of HMAC and Liquid Asphalt				
3.1	**HMAC Field Testing and Sample Pick-up**			
	3.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$70.38
	3.1.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$70.38
	3.1.3	Longitudinal Joint Density with Density Gauge (Tex-207-F, VII) (Plus Tech time)	Per ea	$91.49
	3.1.4	Mat Segregation with Density Gauge (Tex-207-F, Part V) (Plus Tech time)	Per ea	$91.49

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
	3.1.5	Pavement Thickness Determination (Tex-140-E)(Plus Tech time)	Per ea	$23.46
	3.1.6	Thermal Profile (Tex-244-F)(Plus Tech time)	Per ea	$205.26
3.2	**Laboratory Testing of HMAC**			
	3.2.1	Asphalt Content by Extraction (TEX-210-F, T164)	Per ea	$197.05
	3.2.2	Asphalt Content by Ignition Method (Tex-236-F)	Per ea	$211.13
	3.2.3	Boiling Stripping Test (TEX-530-C)	Per ea	$129.02
	3.2.4	Bulk Density of Compacted Specimens (TEX-207-F, Part I) (2 or 3 per set)	Per ea	$72.72
	3.2.5	Cantabro Loss (TEX-245-F) (Molding is not included)	Per ea	$131.36
	3.2.6	Extraction (Gradation & Asphalt Content) (Tex-200-F, Tex-210-F, D2172, T164)	Per ea	$171.24
	3.2.7	Gradation of Aggregate from Extraction or Ignition (TEX-200-F)	Per ea	$91.49
	3.2.8	Hamburg Wheel Tracker (TEX-242-F) (Includes Molding)	Per ea	$663.87
	3.2.9	Hamburg Wheel Tracker (TEX-242-F) (Molded by Client)	Per ea	$463.31
	3.2.10	Hveem Stability (TEX-208-F) (3 per set)	Per ea	$72.72
	3.2.11	Indirect Tensile Strength (TEX-226-F) (Molding is not included)	Per ea	$85.62
	3.2.12	Maximum Theoretical Specific Gravity, Rice Method (Tex 227-F)		
		3.2.12.1 - Bag Sample	Per ea	$65.68
		3.2.12.2 - Core Sample	Per ea	$77.42
	3.2.13	Sand Equivalent (Clay Content) (Tex-203-F)	Per ea	$111.43
	3.2.14	Specific Gravity, Bulk Core	Per ea	$31.67
	3.2.15	Specific Gravity, Bulk Core (Vacuum Method)	Per ea	$72.72
	3.2.16	Specimen Molding, Bulk Density, and Stability (3 per set) (Tex-206-F, 207-F, 208-F)	Per ea	$218.16
	3.2.17	Specimen Molding by SGC (TEX-241-F) (2 per set)	Per ea	$99.70
	3.2.18	Specimen Molding by TGC (TEX-206-F) (3 per set)	Per ea	$72.72
	3.2.19	Thickness of HMAC cores by Direct Measurement	Per ea	$15.24
	3.2.20	Shear Bond Strength Test (TEX-249-F) (2 per set)	Per ea	$240.00
	3.2.21	Ideal Cracking Test (TEX-250-F) (4 per set)(Molding is not included)	Per ea	$350.00
3.3	**HMAC Coring**			
	3.3.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$70.38
	3.3.2	Field Tech time (on-site only, 2-hour minimum)	Per hr	$70.38
	3.3.3	Core, per inch thickness		
		3.3.3.1 - 0"–6" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$114.95
		3.3.3.2 - > 6"–10" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$127.26
		3.3.3.3 - > 10"–14" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$164.21
		3.3.3.4 - >14" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$164.21
		3.3.3.5 - Per inch beyond 14" depth @ 6"Ø (includes patching and sample prep.)	Per inch	$7.04
3.4	**Laboratory Testing of Liquid Asphalt and Emulsions**			
	3.4.1	Abson Recovery (Extraction using Solvent is not Included)	Per ea	$281.50
	3.4.2	Breaking Index (Asphalt Emulsions)	Per ea	$110.25
	3.4.3	Cement Mix	Per ea	$83.27
	3.4.4	Demulsibility (Anionic or Cationic Emulsions)	Per ea	$83.27
	3.4.5	Density of Emulsified Asphalt	Per ea	$83.27
	3.4.6	Ductility of Bituminous Materials	Per ea	$118.47
	3.4.7	Elastic Recovery Test	Per ea	$96.18
	3.4.8	Float Test For Bituminous Materials	Per ea	$96.18
	3.4.9	Kinematic Viscosity of Cut-Back Asphalt	Per ea	$118.47
	3.4.10	Penetration of Bituminous Materials	Per ea	$73.90
	3.4.11	Residue by Distillation (Cutback or Emulsified Asphalts)	Per ea	$173.59
	3.4.12	Residue by Evaporation	Per ea	$173.59
	3.4.13	Saybolt Viscosity of Emulsified Asphalt at 25°C (77°F)	Per ea	$73.90
	3.4.14	Saybolt Viscosity of Emulsified Asphalt at 50°C (122°F)	Per ea	$73.90
	3.4.15	Sieve Test of Emulsified Asphalt	Per ea	$51.61

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
	3.4.16	Softening Point of Bitumen (Ring-and-Ball)	Per ea	$118.47
	3.4.17	Storage Stability (24 Hrs)	Per ea	$129.02
	3.4.18	Specific Gravity of Emulsified Asphalt	Per ea	$79.75
3.5	Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.)		Per ea	$97.36
4. Field Testing Equipment				
4.1	**Vehicle**			
	4.1.1	Within City of Austin ETJ, within 50 miles (one-way) from REL	Per trip	$66.86
4.2	**Falling Heavy Weight Deflectometer (FWD) Testing**			
	4.2.1	FWD Field Data Collection (Equipment and Operator)(8 hr/day maximum)	Per day	$2,896.27
	4.2.2	FWD Equipment (Mobilization/Demobilization)	Per ea	$241.36
	4.2.3	FWD Operator (Mobilization/Demobilization)	Per hr	$100.88
4.3	**High Speed Inertial Profiler (IRI) Testing**			
	4.3.1	IRI Field Data Collection (Equipment Only)(8 hr/day maximum)	Per day	$429.08
	4.3.2	IRI Equipment (Mobilization/Demobilization) (within 50 miles from REL)	Per trip	$66.86
	4.3.3	IRI Operator (Portal-to-Portal from REL)(4 hr minimum)	Per hr	$87.97
5. Engineering Consultation				
5.1	Principal		Per hr	$270.94
5.2	Project Manager/Professional Engineer		Per hr	$173.59
5.3	Project Engineer		Per hr	$134.89
5.4	Graduate Engineer		Per hr	$100.88
5.5	Senior Engineering Technician		Per hr	$87.97
5.6	Engineering Technician (Asphalt, Concrete, Soils, etc.)		Per hr	$70.38
5.7	Clerical		Per hr	$56.29
6. Subconsultants				
6.1	Subconsultant Services		Rate	At cost

NOTES:

1. Minimum call-out charge for technician and equipment is 2 hours. Charges are accrued portal to portal.
2. The density test unit rate is based on a minimum of 3 tests per trip.
3. Transportation charges are applicable for all field testing assignments including sample pick up. But, if the technician is already at the job site, there is no sample pick up charges.
4. Subconsultants' fees shall be approved previous to work beginning.
5. Trip charge refers to the labor for the Engineering Technician to drive to site. This is charged hourly. Vehicle charges refer to cost of vehicle associated with the trip.

Geo-Per International
Sales: George Perez
Cell: 832-656-8238

1146 Sheffield, Suite E
Houston, Tx 77015
geoperint@outlook.com

2023 STANDARD RATES

LABOR RATES PER MANHOUR	REGULAR	OVERTIME	DOUBLE TIME
General Eng. & Design/Drafting……	125.00	187.50	250.00
Level III/ Quality Assurance/ Third Party Witness	95.00	142.50	190.00
Certified Welding Inspector……	125.00	187.50	250.00
Inspector – Level II……..	80.00	120.00	160.00
Hardness Testing…….	80.00	120.00	160.00
Helpers……	65.00	97.50	130.00
Welder In-Shop……..	80.00	120.00	160.00
Welder In-Field……..	95.00	142.50	190.00

Travel time same rates as above
(Minimum Call-Out – 4 Hours, Portal to Portal)

DOMESTIC TRAVEL:

Hotel & Motel……	Cost
Air Travel……..	Cost
Car Rental……..	Cost
Consumables/Materials…….	Cost
Mileage……..	IRS Approved Rate

WORK OUTSIDE THE U.S. WILL BE NEGOTIATED

WORKING HOURS:

Regular Time	-	7:00am to 3:30pm Monday – Friday
Overtime	-	All hours worked after 3:30pm Monday – Friday and all day Saturday
Double Time	-	All hours worked on Sunday and Holidays

HOLIDAYS: New Year's Day, Labor Day, Thanksgiving, Christmas and Independence Day

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

22RFSQ147 - 22RFSQ147 RFQ On-Call Materials and Geotechnical Engineering Services
Scoring Summary

Active Submissions

	Total	Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Does the firm have AASHTO Accreditation for all facilities conducting asphalt, emulsions, asphaltic concrete, cement, Portland cement concrete, aggregates, soils, flexible base, and foamed asphalt?	Does the firm have American Welding Society certified welding inspectors to perform the structural steel welding inspection?	Experience of the Firm in Providing Geotechnical Engineering and/or Material Testing Services in Central Texas	Experience of the Firm Staff in Providing Geotechnical Engineering and/or Material Testing Services	Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	/ 40 pts	/ 40 pts	/ 20 pts
Rodriguez Engineering Laboratories LLC	95	Pass	Pass	Pass	40	35	20
Kleinfelder, Inc.	95	Pass	Pass	Pass	40	35	20
B2Z Engineering, LLC	90	Pass	Pass	Pass	35	35	20
Atlas Technical Consultants, LLC	90	Pass	Pass	Pass	35	35	20
Raba Kistner, Inc.	90	Pass	Pass	Pass	40	35	15
Arias & Associates, Inc. dba ARIAS	85	Pass	Pass	Pass	35	35	15
Flores Geotechnical LLC	70	Pass	Pass	Pass	25	25	20
ECS Southwest, LLP	65	Pass	Pass	Pass	25	25	15
Millennium Engineers Group	65	Pass	Pass	Pass	25	25	15
HVJ SOUTH CENTRAL TEXAS - M&J, INC.	65	Pass	Pass	Pass	25	25	15
Holt Engineering, Inc.	65	Pass	Pass	Pass	25	25	15
SCI Engineering, Inc.	65	Pass	Pass	Pass	25	25	15

November 15, 2022

Ms. Joy Simonton
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Subject: Recommendation for RFQ 22RFSQ147 On Call Materials and Geotechnical Engineering Services

Dear Ms. Simonton:

Based on the attached supporting documentation, the On Call Materials and Geotechnical Engineering Services Selection Committee recommends the selection of Arias & Associates, Inc., Atlas Technical Consultants, LLC, B2Z Engineering, LLC, Kleinfelder, Inc., Raba Kistner, Inc., and Rodriguez Engineering Laboratories LLC which were the top ranked firms from the evaluation process.

Twelve firms were evaluated on November 15, 2022 by the following Selection Committee:

Russ Boles, Commissioner Precinct 4
Robert B. Daigh, P.E., Senior Director of Infrastructure
J. Terron Evertson, P.E., County Engineer

Please feel free to contact me if you have any questions.

Sincerely,

Robert B. Daigh

Robert B. Daigh, P.E.
Senior Director of Infrastructure

Commissioners Court - Regular Session **56.**

Meeting Date: 12/20/2022

Award RFQ #23RFSQ147 On-Call Materials and Geotechnical Engineering Services for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ #23RFSQ147 On-Call Materials and Geotechnical Engineering Services to the overall most qualified respondents ARIAS, Atlas Technical Consultants, LLC, B2Z Engineering, LLC, Kleinfelder, Inc., Raba Kistner, Inc., and Rodriguez Engineering Laboratories, LLC and authorizing execution of the agreements.

Background

Williamson County sent out over four thousand nine hundred (4,900) notifications, with seventy-one (71) document takers with twelve (12) firms submitting a response. The firms were thoroughly evaluated by an evaluation committee, and it was determined that ARIAS, Atlas Technical Consultants, LLC, B2Z Engineering, LLC, Kleinfelder, Inc., Raba Kistner, Inc., and Rodriguez Engineering Laboratories, LLC were the most qualified firms to perform the services required. The ARIAS and Kleinfelder contracts are still being worked and will be executed at a later Commissioners Court meeting. Each contract amount will be for up to $400,000.00 for various Road and Bridge projects. The funding source(s) are 01.0200.0210.004160 and other line items, and the department point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA Atlas
PSA B2Z
PSA Raba Kistner
PSA Rodriguez
Scoring Summary
Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/15/2022 11:23 AM
County Judge Exec Asst.	Becky Pruitt	12/15/2022 03:20 PM
Form Started By: Johnny Grimaldo		Started On: 12/14/2022 03:06 PM
Final Approval Date: 12/15/2022		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Atlas Technical Consultants, LLC** **("Engineer")**
ADDRESS: **3989 Highway 290 East, Dripping Springs, TX 78620**
PROJECT: **22RFSQ147 On Call Materials and Geotechnical Engineering Services for Williamson County Road and Bridge ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Four Hundred Thousand and No/100 Dollars ($400,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

[a] *See also*, Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

[b] *See* Art. 6, *supra.*

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Jimmy Baldwin
Atlas Technical Consultants, LLC
3989 Highway 290 East
Dripping Springs, TX 78620

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Dept. of Infrastructure
   Attn: Director of Road & Bridge
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Jimmy Baldwin
Atlas Technical Consultants, LLC
3989 Highway 290 East
Dripping Springs, TX 78620

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____ ____, 20____

ENGINEER

Atlas Technical Consultants, LLC

By _____

Printed Name: Jimmy Baldwin

Title: Operations Manager

Date: December 13, 2022

SUBSCRIBED and sworn to before me the undersigned authority by Jimmy Baldwin the Operations Manager of **ENGINEER**, on behalf of said firm.

CHRISTIE POLANCO
Notary Public, State of Texas
Comm. Expires 02-24-2026
Notary ID 133809061

_____
Notary Public in and for the
State of Texas

My commission expires: 2/24/26

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

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

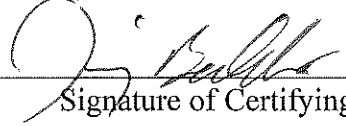
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction;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

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

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

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

Atlas Technical Consultants, LLC
Name of Firm



Signature of Certifying Official

Jimmy Baldwin
Printed Name of Certifying Official

Operations Manager
Title of Certifying Official

December 13, 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 Jimmy Baldwin the Operations Manager of Atlas Technical Consultants, Inc., on behalf of said firm.

Christie Polanco

Notary Public in and for the
State of Texas

My commission expires: 2/24/26

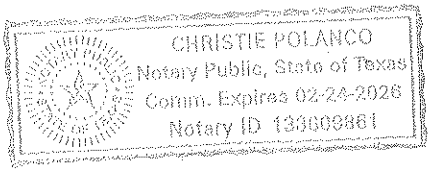


EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide On-Call Materials Testing & Geotechnical Engineering Services which may include, but are not limited to:

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - GEOTECHNICAL SERVICES, MATERIALS TESTING, AND CONSULTATION

TASK 3 - CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Reviewed by: osalazarbueno
Date: 12/07/2022

Williamson County 2022 Price List

ATLAS Technical Consultants LLC - Dripping Springs Price List

Field Technician	Unit	Unit Cost	
		Reg.	OT
1A	hr.	$76	$90
1B	hr.	$76	$90
Soils	hr.	$76	$90
Concrete	hr.	$76	$90
CWI	hr.	$87	$103
Nuclear Gauge Calibration	hr.	$87	
Concrete Plant/Truck Inspection	hr.	$87	
- Add Engineer Report/Review	ea	$217	
Asphalt Distributor Calibration	hr.	$87	
- Add Engineer Report/Review	ea.	$217	
Add Equipment Fee	ea.	$109	
Senior Engineer	hr.	$225	
Engineer	hr.	$167	
EIT	hr.	$98	
Project Manager	hr.	$113	
Mileage- State Allowable Rate (Portal to Portal)- outside Austin ETJ	mile	Current IRS rate	
Trip or Vehicle Charge- within Austin ETJ	trip	$66.00	

Core Taking (2 Hr Min. Tech Time & Trip not included)			
HMAC or Concrete Core	**Test Method**	**Unit**	**Unit Cost**
Coring Equipment Mobilization		trip	$87.00
0-6"	Tex-140-E (Min. of 3)	ea.	$110.00
6-10"		ea.	$127.00
10-14"		ea.	$173.00
> 14"		Additional $5/ inch	
Base Depth Check	**Test Method**	**Unit**	**Unit Cost**
0-6"	Tex-423-A (Min. of 3)	ea.	$109.00
6-10"		ea.	$120.00
10-14"		ea.	$136.00
> 14"		Additional $5/ inch	

Expedite fee: $150.00 or 20% of Expedited Testing Bill (whichever is greater!)

Rubber Blend Design	ea.	$1,084
Optimum Foaming Water Percent and Temperature (Half-Life Only)	ea.	$1,355
Foamed Asphalt Mix Design (Includes Half-Life)**	ea.	$6,504
Engineered Emulsion Mix Design*	ea.	$4,119

** Charge for each additional point over our standard (3 points) report: $150*

*** Charge for each additional point over our standard (2 points) report: $500*

Williamson County 2022 Price List

Soils & Aggregates (100-E Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Sample Preparation	Tex-101-E	ea.	$58
Moisture Content	Tex-103-E	ea.	$60
Atterberg Limits (Plasticity Index)	Tex-104-E, 105-E & 106-E	ea.	$109
Linear Bar Shrinkage	Tex-107-E	ea.	$109
Sieve Analysis (Dry Gradation)	Tex-110-E, Pt. 1	ea.	$82
Sieve Analysis (Washed Gradation)	Tex-110-E, Pt. 2	ea.	$98
Determining amount of material in soils finer than #200	Tex-111-E	ea.	$49
Moisture- Density Relationship (Proctor)	Tex-113-E	ea.	$403
Moisture- Density Relationship (Proctor) soil	Tex-114-E	ea.	$326
1-Point Proctor	Tex-113-E	ea.	$109
-Sample Preparation on 1 Point Proctor		ea.	$55
In-Place Density (Nuclear Method)	Tex-115-E, Part II (Min. of 3)	ea.	$33
Wet Ball Mill	Tex-116-E	ea.	$288
Texas Triaxial Compression (per mold)	Tex-117-E, 1 mold	ea.	$326
Texas Triaxial Compression (Triaxial Classification)	Tex-117-E, Part I	ea.	$1,979
Texas Triaxial Compression (Flexible Base)	Tex-117-E, Part II	ea.	$1,193
Full Triaxial Testing *** (Add Sample Prep)	* See Note	ea.	$2,277
Soil-Cement Testing	Tex-120-E, Part I	ea.	$1,735
Soil-Cement Testing (Ea. Mold)	Tex-120-E, Part II	ea.	$380
Soil-Lime Testing	Tex-121-E, Part I	ea.	$1,735
Soil-Lime Testing	Tex-121-E, Part II	ea.	$380
Soil-Lime Testing	Tex-121-E, Part III	ea.	$380
Lime-Fly Ash Compression	Tex-127-E	ea.	$1,193
Soil pH	Tex-128-E / ASTM 2974	ea.	$109
Resistivity	Tex-129-E	ea.	$326
-Charge for Sample Prep on Resistivity		ea.	$109
Tube Suction Test	Tex-144-E	ea.	$109
Sulfate Content	Tex-145-E	ea.	$244
Conductivity of Soils	Tex-146-E	ea.	$82
Soil Organic Content Using UV-Vis Method	Tex-148-E	ea	$434
Hydrometer Analysis	AASHTO T 88	ea.	$488
Aggregate Grading	AASHTO T-27	ea.	$114
California Bearing Ratio	AASHTO T 193/ ASTM D 1883	ea.	$1,193
DCP Testing	ASTM D6951	ea.	$93

****** Full Triaxial Testing includes <u>one</u> of each of the following: Washed Gradation, Atterberg Limits, Moisture- Density Relationship, Wet Ball Mill & Texas Triaxial (Tex-113, Tex-117, Tex-116, Tex-104, 105, 106, Tex-110)***

Bituminous (200-F Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Dry Sieve Analysis (Gradation)	Tex-200-F, Part I	ea.	$60
Washed Sieve Analysis (Gradation)	Tex-200-F, Part II	ea.	$93
Bulk Specific Gravity & % Absorption	Tex-201-F	ea.	$93
Apparent Specific Gravity	Tex-202-F	ea.	$93
Sand Equivalent	Tex-203-F	ea.	$93
Mix Design (incl. Hamburg)	Tex-204-F	ea.	$3,252
Mix Design (incl. Hamburg & Overlay)	Tex-204-F	ea.	$3,632
Airport Mix Design	FAA P401/P403	ea.	$4,336
Mixing	Tex-205-F	set of 3	$93
Molding (TGC) Per Set	Tex-206-F	set of 3	$76
Molding (SPC) Superpave	Tex-206-F	set of 2	$76
Laboratory-Molded Density	Tex-207-F, Part I	set of 3	$55
In-Place Density (Core Testing)	Tex-207-F, Part I	ea.	$28
In-Place Density (Nuclear Method)	Tex-207-F, Part III (Min. of 3)	ea.	$33
In-Place Air Voids (CoreLok)	Tex-207-F, Part VI	set of 2	$82
Hveem Stability (Add Mixing & Molding & Lab-Molded Density if Applicable)	Tex-208-F	set of 3	$131
Asphalt Content by Extraction & Gradation	Tex-210-F	ea.	$201
Asphalt Content by Extraction Only	Tex-210-F	ea.	$141
Asphalt Recovery from Abson Process- Abson Recovery (Add Extraction only)	Tex-211-F	ea.	$271
Moisture Content	Tex-212-F	ea.	$55
Hydrocarbon Volatile Content	Tex-213-F	ea.	$109
Deleterious Material	Tex-217-F	ea.	$55
Decantation	Tex-217-F, Part II	ea.	$109
Flakiness Index	Tex-224-F	ea.	$109
Indirect Tensile Strength (Add Mixing & Molding & Lab-Molded Density if Applicable)	Tex-226-F	ea.	$55
Theoretical Maximum Specific Gravity (Rice Gravity)	Tex-227-F	ea.	$71
Drain-down Test	Tex-235-F	ea.	$82
Asphalt Content by Ignition Oven & Gradation	Tex-236-F	ea.	$201
Asphalt Content by Ignition Oven Only	Tex-236-F	ea.	$141
Full Hot Mix Testing ^	* See Note	ea.	$526
Ignition Oven Correction Factors ^^	Tex-236-F	set of 2	$542
Ignition Oven Correction Factors ^^	Tex-236-F	set of 1	$326
Hamburg Wheel-Tracking Test ^^^	Tex-242-F	ea.	$542
Cantabro Loss	Tex-245-F	ea.	$217
Overlay Test	Tex-248-F	ea.	$813
Flat and Elongated Particles	Tex-280-F	ea.	$109

^ *Full Hot Mix Testing includes the following: Asphalt Content & Gradation, Molding- Set of 3, Lab Density- Set of 3, Hveem Stability- Set of 3 & Rice Gravity*

^^ *Set of Ignition Oven Correction Factors = 3 Diff AC + 2 Blanks (For TxDOT & Contractor = 2 Sets)*

Concrete (400-A Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Sieve Analysis of Fine and Coarse Aggregate & Fineness Modulus	Tex-401-A & Tex-402-A	ea.	$93
Saturated Surface-Dry Specific Gravity & Absorption of Aggregates	Tex-403-A	ea.	$93
Unit Weight	Tex-404-A	ea.	$93
Percent Solids and Voids in Concrete Aggregates	Tex-405-A (incl. Tex-403-A & Tex-404-A to calculate)	ea.	$239
Material Finer than 75 Micrometer (No. 200) Sieve in Mineral Aggregates (Decantation)	Tex-406-A, Part I	ea.	$109
% Limestone in Decantation Material	Tex-406-A, Part III	ea.	$380
Organic Matter Content	ASTM D 2974	ea.	$109
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	ea.	$109
Los Angeles Abrasion ^^^	Tex-410-A	ea.	$337
Magnesium or Sodium Sulfate Soundness	Tex-411-A	ea.	$337
Deleterious Material (refer to ASTM C 142 for fine agg)	Tex-413-A	ea.	$109
Concrete Cylinder Compressive Strength	Tex-418-A	ea.	$28
Concrete Flexural Beam Compressive Strength	Tex-419-A	ea.	$28
Pressure Slake	Tex-431-A	ea.	$271
Freezer Thaw	Tex-432-A	ea.	$271
24 Hr Water Absorption	Tex-433-A	ea.	$93
Polish Test for Coarse Aggregate	AASHTO T 279/ Tex-438-A	ea.	$1,681
Coarse Aggregate Angularity (Crushed Faces)	Tex-460-A	ea.	$60
Micro-Deval Abrasion	Tex-461-A	ea.	$337
Moisture Susceptibility	Tex-530-C	ea.	$60
Clay Lumps & Friable Particles in Coarse Aggregates	ASTM C 142	ea.	$217
Clay Lumps & Friable Particles in Fine Aggregates	ASTM C 142	ea.	$109
Alkali-Silica Reactivity (ASR)	AASHTO T 303 (ASTM C 1260 ASTM C1567	ea.	$1,626
Uncompacted Void of Fine Aggregate (Add Bulk Specific Gravity & Absorption for calculation)	AASHTO T-304	ea.	$93

Asphalt (500-C Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Boil Test	Tex-530-C	ea.	$60.00
Rubber Property—Resilience by Vertical Rebound	ASTM D2632	ea.	$60.00
Accelerated Aging of Asphalt Binder Using a Pressurized Aging Vessel	AASHTO R 28	ea.	$196.00
Solubility of Bituminous Materials	Tex-507-C/AASHTO T 44	ea.	$196.00
Flash and Fire Points by Cleveland Open Cup	Tex-504-C/AASHTO T 48	ea.	$120.00
Penetration of Bituminous Materials	Tex-502-C/AASHTO T 49	ea.	$120.00
Float Test for Bituminous Materials	Tex-519-C/AASHTO T 50	ea.	$120.00
Ductility of Asphalt Materials	Tex-503-C/AASHTO T 51	ea.	$217.00
Softening Point of Bitumen (Ring and Ball	Tex-505-C/AASHTO T 53	ea.	$163.00
Distillation of Cutback Asphalt Products	Tex-515-C/AASHTO T 78	ea.	$217.00
Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	Tex-510-C/AASHTO T 179	ea.	$109.00
Kinematic Viscosity of Asphalts (Bitumens)	Tex-529-C/AASHTO T 201	ea.	$131.00
Viscosity of Asphalts by Vacuum Capillary Viscometer	Tex-528-C/AASHTO T 202	ea.	$136.00
Specific Gravity (Pycnometer)	Tex-508-C/AASHTO T 228	ea.	$131.00
Rolling Thin-Film Oven Testing	AASHTO T 240	ea.	$271.00
Specific Gravity of Liquid Asphalts by Hydrometer (Cutback)	AASHTO T 295	ea.	$131.00
Elastic Recovery Test of Bituminous Materials by Means of a Ductilometer	Tex-539-C/AASHTO T 301	ea.	$271.00
Determining the Flexural Creep Stiffness of Asphalt Binder Using the Bending Beam Rheometer (BBR)	AASHTO T 313	ea.	$174.00
Determining the Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)	AASHTO T 315	ea.	$109.00
- Additional DSR Readings	AASHTO T 315	ea.	$60.00
Viscosity Determination of Asphalt Binder Using Rotational Viscometer	AASHTO T 316	ea.	$114.00
MultipleStress Creep and Recovery (MSCR) at 64° C, 25mm plate, 1mm gap	AASHTO T 350	ea.	$55.00
Cement Mixing	AASHTO T 59	ea.	$114.00
Demulsibility	AASHTO T 59	ea.	$131.00
Density	AASHTO T 59	ea.	$131.00
Particle Charge	AASHTO T 59	ea.	$114.00
Residue by Distillation	AASHTO T 59	ea.	$217.00
- Additional Distillation	AASHTO T 59 or AASHTO T 78	ea.	$109.00
Residue by Evaporation	AASHTO T 59	ea.	$114.00
Saybolt Viscosity at 25° C (77°F)	AASHTO T 59	ea.	$131.00
Saybolt Viscosity at 50° C (122°F)	AASHTO T 59	ea.	$141.00
Sieve Test	AASHTO T 59	ea.	$114.00
Settlement and Storage Stability (Emulsion)	AASHTO T 59/ASTM D6930	ea.	$82.00
Specific Gravity (Emulsion)	AASHTO T 59/ASTM D6937	ea.	$82.00
Spot Test of Asphaltic Materials	Tex-509-C/AASHTO T 102	ea.	$217.00
Water in Petroleum Products and Bituminous Materials by Distillation	ASTM D95	ea.	$103.00
Polymer Separation, 48 hr.	Tex-540-C	ea.	$114.00
Asphalt Binder Water in Petroleum	Tex-501-C/AASHTO T 55	ea.	$71.00

Flash Point with Tag Open-Cup Apparatus for Use with Material Having a Flash Point Less Than 93ºC (200ºF)	Tex-512-C/AASHTO T 79	ea.	$109.00
Saybolt Viscosity	Tex-513-C/AASHTO T 72	ea.	$141.00

Chemical (600-J Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Testing Lime- % Solids	Tex-600-J, Part III	ea.	$114
Acid Insoluble Residue for Fine Aggregate	Tex-612-J/ ASTM D 3042	ea.	$380
Aluminum Oxide Content	ASTM C 25	ea.	$868
Chloride (Cl)	ASTM D 512	ea.	$60
Sulfate (SO4)	ASTM D 516	ea.	$60
Alkalies (Na2O + .0658K20)	ASTM D 4191 & D 4192	ea.	$60
Total Solids	AASTHO T 26	ea.	$114
Methylene Blue Value	AASHTO T 330	ea.	$380

SCM Patching Mix (can include different tests below)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Kinematic Viscosity	AASHTO T 201 (ASTM D 2170	ea.	$66
Water %	AASHTO T 55 (ASTM D 95)	ea.	$66
Flash Point	AASHTO T 79	ea.	$60
Distillation Test	AASHTO T 78 (ASTM D 402)	ea.	$163
Tests on Distillation Residue		ea.	-
Penetration	AASHTO T 49 (ASTM D 5)	ea.	$120
Solubility in Trichloroethylene	AASHTO T 44 (ASTM D 2042)	ea.	$196
			-
Residual Asphalt content, exclusive of volatiles	Tex-210-F	ea.	$141
Hydrocarbon Volatile Content of mix, percent by weight	Tex-213F	ea.	$163
Moisture Content	Tex-212 Part I	ea.	$55
Hveem Stability	Tex-208F	ea.	$131
Gradation Sieve	Tex-200-F, Part II	ea.	$93
Lab Molded Density	Tex-207-F, Part I	ea.	$55
AC %		ea.	$141
Resistance to water damage		ea.	$55
Engineer Review (2 hrs)		ea.	$326
		Total	**$1,831**

Rapid Cure (can include different tests below)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Gradation	Tex-200-F, Part II	ea.	$93
Asphalt Content		ea.	$136
Hydrocarbon Vol Content	Tex-213F	ea.	$109
Moisture Content	Tex-212 Part I	ea.	$109
Abson Recovery		ea.	$271
Distillation Range		ea.	$217
Pen		ea.	$55
Duct		ea.	$55
Stability As is		ea.	$131
Stability Cured		ea.	$131
Lab Molded Density (mold, GA, GR)		ea.	$174
Resistance to Moisture		ea.	$55
Engineer Review (2 hrs)		ea.	$326
		Total	**$1,862**

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **B2Z Engineering, LLC ("Engineer")**
ADDRESS: **4707 Commercial Park Dr., Austin, TX 78724**
PROJECT: **22RFSQ147 On Call Materials and Geotechnical Engineering Services for Williamson County Road and Bridge ("Project")**

THE STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Four Hundred Thousand and No/100 Dollars ($400,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

[a] *See also*, Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

[b] *See* Art. 6, *supra.*

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Raphael Campos, P.E.
B2Z Engineering, LLC
4707 Commercial Park Dr.
Austin, TX 78724

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Dept. of Infrastructure
   Attn: Director of Road & Bridge
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Aisha Gonzalez
B2Z Engineering, LLC
4707 Commercial Park Dr.
Austin, TX 78724

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____ ____, 20_____

ENGINEER

B2Z Engineering, LLC

By _____

Printed Name: Aisha Gonzalez

Title: President

Date: December 8, 2022

SUBSCRIBED and sworn to before me the undersigned authority by Aisha Gonzalez _____ the 8th of December 2022 of **ENGINEER**, on behalf of said firm.

LINDA MENDOZA
Notary Public, State of Texas
Comm. Expires 11-03-2025
Notary ID 126866088

_____
Notary Public in and for the
State of Texas

My commission expires: 11/03/2025

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

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

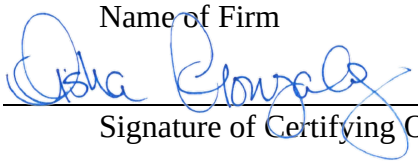
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction;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

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

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

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

B2Z Engineering, LLC
Name of Firm



Signature of Certifying Official

Aisha Gonzalez
Printed Name of Certifying Official

President
Title of Certifying Official

December 08, 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 Aisha Gonzalez the 8th of December 2022, on behalf of said firm.

LINDA MENDOZA
Notary Public, State of Texas
Comm. Expires 11-03-2025
Notary ID 126866088

Notary Public in and for the
State of Texas

My commission expires: 11/03/2025

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide On-Call Materials Testing & Geotechnical Engineering Services which may include, but are not limited to:

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT
TASK 2 - GEOTECHNICAL SERVICES, MATERIALS TESTING, AND CONSULTATION
TASK 3 - CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

Please see attached Rate Schedules

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit D - Rate Schedule
22RFSQ147 Engineering Services

B2Z Engineering, LLC	
LABOR CATEGORY	**RATE**
Project Manager	$250.00
Quality Manager	$235.00
Engineer (Senior)	$245.00
Engineer (Geotechnical)	$200.00
Engineer (Project)	$190.00
Engineer (Design)	$175.00
Engineer-In-Training	$110.00
Engineer Technician - Senior	$125.00
Engineer Technician	$76.00
Inspector	$110.00
CADD Operator	$85.00
Administrative/Clerical	$80.00
DIRECT EXPENSES	
Mileage (per mile)	Current IRS Rate
Highway Toll Charges Actual Cost	Actual Cost
Parking Fees Actual Cost	Actual Cost
Postage	Current Postal Rate
Construction Truck 4x4 (Day rate)	$75.00

Any items not completed in house will be reimbursed based on invoice back-up.

Exhibit D - Rate Schedule
22RFSQ147 Engineering Services

LJA Engineering, Inc.	
LABOR CATEGORY	**RATE**
Support Manager	$275.00
Structural Steel/Welding Inspector	$136.00
Administrative/Clerical	$78.00
DIRECT EXPENSES	
Mileage (per mile)	Current Federal Rate
Highway Toll Charges Actual Cost	Actual Cost
Construction Truck 4x4 (Day rate)	$75.00

EXHIBIT "D"

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES

Direct Expenses

Geotechnical Field Services	
Mobilization (Drill Rig and Crew)	$475.00/Day
Stand-By Time	$205.00/Hr
Texas Cone Penetration Test (Tex-132)	$6.00/Ea.
Soil Boring / Solid Stem	$38.00/Lf
Soil Boring / Hollow Stem	$38.00/Lf
Soil Boring / Mud Rotary	$38.00/Lf
Mileage (Logger-Soil Tech)	Current IRS Rate
Support Truck (Dodge 3500 flat bed w/ 500 gallon water tank, diesel tank and tools)	$1.75/Mi.
Soil Testing	
Preparing Soil and Flexible Base Materials for Testing - Tex-101-E	$85.00/Ea.
Moisture Content Determination - ASTM D2216/Tex-103-E	$20.00/Ea.
Determination of Liquid Limit of Soils - Tex-104-E	$45.00/Ea.
Determination of Plastic Limit of Soils - Tex-105-E	$45.00/Ea.
Determination of Plasticity Index of Soils – Tex-106-E	$45.00/Ea.
Atterberg Limits of Soils - ASTM D 4318	$135.00/Ea.
Bar Linear Shrinkage of Soils - Tex-107-E	$45.00/Ea.
Particle Size Analysis of Soils (Gradation) - ASTM D 422/Tex-110-E	$90.00/Ea.
Material Finer #200 Sieve - ASTM D 1140/Tex-111-E	$60.00/Ea.
Lime Series Testing (PI Relation) - Tex-112-E	$225.00/Ea.
Lime Series Testing (pH Relation) - Tex-121-E (Part III)	$400.00/Ea.
Moisture-Density Relationship (TxDOT) - Tex-113-E /Tex-114-E	$225.00/Ea.
Standard Proctor - ASTM D 698	$225.00/Ea.
Modified Proctor - ASTM D 1557	$225.00/Ea.
Field Density Test (Nuclear) (Equipment charge) - ASTM D 6938/Tex-115-E	$20.00/Ea.
Determination of Soil pH - Tex-128-E	$70.00/Ea.
Soil-Lime Testing - Tex-121-E (Part I)	$175.00/Ea.
Resistivity of Soils - Tex-129-E	$110.00/Ea.
Sulfate Content of Soils - Tex-145-E	$95.00/Ea.
Organic Content of Soils – Tex-148-E	$60.00/Ea.
Texas Wet Ball Mill (Material Quality) - Tex-116-E	$250.00/Ea.
Triaxial Compression (Dist. Soil & Base) - Tex-117-E	$2,300.00/Ea.
Unconfined Compression-Soil - ASTM D 2166	$55.00/Ea.
Uniaxial Compression-Rock - ASTM D 7012	$65.00/Ea.
Consolidation Test - ASTM D 2435	$600.00/Ea.
Pulverization Gradation – Tex-101-E (Part III)	$100.00/Ea.
Mechanical Grain Analysis ASTM D 6913	$100.00/Ea.
Organic Content Determination (Ignition) ASTM D 2974	$60.00/Ea.
Coarse & Fine Aggregate Quality Testing	
Sieve Analysis (Dry)(4 Sieves) - ASTM C 136/Tex-200-F	$65.00/Ea.
Sieve Analysis (Washed)(4 Sieve) - ASTM C 136/Tex-200-F	$75.00/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve) - Tex-401-A	$90.00/Ea.
Sieve Analysis (Additional Sieves) - All Methods	$15.00/Ea.
Deleterious Material (Coarse Aggr.) - Tex-217-F (Part I)	$50.00/Ea.
Deleterious Material (Concrete Aggr.) - Tex-413-A	$50.00/Ea.
Decantation (Coarse Aggr.) - Tex-217-F (Part II)	$50.00/Ea.
Decantation Test (Fine Aggr. - Conc.) - ASTM C 117/Tex-406-A	$50.00/Ea.
Specific Gravity/Absorp. (Conc. Aggr) - ASTM C127/Tex-403-A	$80.00/Ea.

EXHIBIT "D"

L.A. Abrasion - ASTM C13/ Tex-410-A	$500.00/Ea.
Soundness (5 Cycle Magnesium Sulfate) - ASTM C 88/Tex-411-A	$500.00/Ea.
SSD Unit Weight of Aggregates - ASTM C29/Tex-404-A	$70.00/Ea.
Percent Voids/Solids in Conc. Aggr. - Tex-405-A	$15.00/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**	
Sand Equivalent - ASTM D 2419/Tex-203-F	$80.00/Ea.
Specific Gravity / Absorption (Fine Aggr.) - ASTM C 128/Tex -403-A	$65.00/Ea.
Organic Impurities in Fine Aggregate -ASTM C 87/Tex -408-A	$50.00/Ea.
Fineness Modulus of Fine Aggregate - Tex-402-A	$15.00/Ea.
Flat & Elongated Particles (Coarse Aggr.) - Tex-280-F	$60.00/Ea.
Coarse Aggr. Crushed Face (Coarse Aggr.) - Tex-460-A (Part I)	$60.00/Ea.
Acid Insoluble of Fine Aggregate - Tex-612-J	$90.00/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality

Sieve Analysis (Paving Mix Gradation) - Tex-236-F/Tex-200-F	$95.00/Ea.
Bulk Specific Gravity and Water Absorption of Aggregates – Tex-201-F	$100.00/Ea.
Lab Method of Mixing Bituminous Mixtures (set of 3) – Tex-205-F	$145.00/Ea.
Compacting Specimens Using the Texas Gyratory Compactor (set of 3) - Tex-206-F	$95.00/Ea.
Determine Drain down Characteristics in Bituminous Mixtures – Tex-235-F	$60.00/Ea.
Asphalt Content - Tex-236-F	$95.00/Ea.
Voids in Mineral Aggr. (VMA) - Tex-207-F	$90.00/Ea.
Boil Test (Effect of Water on Paving Mix) - Tex-530-C/Tex-531-C	$90.00/Ea.
Indirect Tensile Strength Test - Tex-226-F	$62.50/Ea.
Moisture Content (Paving Mix) - Tex-212-F (Part II)	$18.00/Ea.
Lab Molded Density - Tex-207-F	$90.00/Ea.
Hamburg Wheel Tracker - Tex-242-F	$1,000.00/Ea.
Field Coring – ACP Thickness - ASTM D 3549	$70.00/Ea.
Pavement Thickness Det. (Full Depth) - ASTM D 3549	$95.00/Ea.
Density of Cores (4 or 6 inch) (Set of 2) - Tex-207-F	$80.00/Ea.
In-Place Air Voids - Tex-207-F	$25.00/Ea.
Maximum Theoretical SPG (Rice Gravity) - Tex-227-F	$95.00/Ea.
Extraction/Sieve Analysis/Asphalt Content - Tex-210-F/Tex-200-F	$250.00/Ea.
Asphalt Rolling Pattern (Nuclear Method) - Tex-207-F (Part IV)	$45.00/Ea.
Segregation Profile - Tex-207-F (Part V)	$315.00/Ea.
Joint Density - Tex-207-F (Part VII)	$315.00/Ea.
Tack Coat Adhesion - Tex-243-F	$100.00/Ea.
Thermal Profile - Tex-244-F	$200.00/Ea.
Ride Quality - Tex-1001-S	By Quote

Concrete/Masonry Field & Laboratory Testing

Capping Cyl. Concrete Specimen – Tex-450-A	$15.00/Ea.
Compressive Strength of Cyl. Specimen - ASTM C 39/Tex-418-A	$25.00/Ea.
Grout Prism Prep./Cure/Comp. Strength - ASTM C 39	$35.00/Ea.
Mortar Cube Prep./Cure/Comp. Strength - ASTM C 109	$35.00/Ea.
Masonry Unit Prep. /Comp. Str. (Set of 3) - ASTM C 140	$250.00/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3) - ASTM C 140	$250.00/Ea.

Miscellaneous Testing

Drilled Shaft Slurry Density - Tex-130-E (Part II)	$25.00/Ea.
Drilled Shaft Slurry Sand Content - Tex-130-E (Part III)	$25.00/Ea.
Drilled Shaft Slurry Viscosity - Tex-130-E (Part IV)	$25.00/Ea.
Lime (Compliance with DMS 6350) (Tex-600-J)	$300.00/Ea.
Asphalt Binder (Compliance with DMS-6310)	$500.00/Ea.

Engineering Review, Evaluation, Management & Administration

Test Report	$25.00/Ea.

EXHIBIT “D”

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES

Direct Expenses

Rubber Blend Design	$1,084.00/Ea.
Optimum Foaming Water Percent and Temperature (Half-Life Only)	$475.00/Day
Foamed Asphalt Mix Design (Includes Half-Life)**	$6,504.00/Ea.
Engineered Emulsion Mix Design*	$4,119.00/Ea.

* Charge for each additional point over standard (3 points) report: $150.00
** Charge for each additional point over our standard (2 points) report: $500.00

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Raba Kistner, Inc. ("Engineer")**
ADDRESS: **8100 Cameron Rd, Suite B-150, Austin, TX 78754**
PROJECT: **22RFSQ147 On Call Materials and Geotechnical Engineering Services for Williamson County Road and Bridge ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Four Hundred Thousand and No/100 Dollars ($400,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

[a] *See also,* Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

[b] *See* Art. 6, *supra.*

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Gabriel Ornelas, Jr.
Raba Kistner, Inc.
8100 Cameron Rd, Suite B-150
Austin, TX 78754

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Dept. of Infrastructure
   Attn: Director of Road & Bridge
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Gabriel Ornelas, Jr., P.E
Raba Kistner, Inc.
8100 Cameron Rd, Suite B-150
Austin, TX 78754

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____ ____, 20____

ENGINEER

Raba Kistner, Inc.

By _____

Printed Name: Gabriel Ornelas, Jr., P.E.

Title: Senior Vice President & COO

Date: November 20, 2022

SUBSCRIBED and sworn to before me the undersigned authority by Gabriel Ornelas, Jr. _____ the Senior Vice President & COO of **ENGINEER**, on behalf of said firm.

JUDISA V. ROSENTHAL
My Notary ID # 129700910
Expires February 14, 2026

_____
Notary Public in and for the
State of Texas

My commission expires: February 14, 2026

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

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

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

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

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

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

Raba Kistner, Inc.
Name of Firm

Signature of Certifying Official

Gabriel Ornelas, Jr., P.E.
Printed Name of Certifying Official

Senior Vice President
Title of Certifying Official

November 20, 2022
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Gabriel Ornelas, Jr. the Senior Vice President & COO of Raba Kistner, on behalf of said firm.

JUDISA V. ROSENTHAL
My Notary ID # 129700910
Expires February 14, 2026

Notary Public in and for the
State of Texas

My commission expires: February 14, 2026

EXHIBIT B

ENGINEERING SERCICES – Raba Kistner

Provide Geotechnical Engineering services as directed by Williamson County representatives on on-call basis. The scope of services will be defined in each Work Authorization. The following is a general description of services anticipated to be provided under this contract.

- Geotechnical Engineering
- Pavement Design and Consulting
- Forensic Consulting and Testing, and
- Construction Materials Testing and Observation

GEOTECHNICAL ENGIEERING, PAVEMENT DESIGN AND CONSULTING, AND FORENSIC ENGINEERING

The board objectives of our studies will be to provide engineering consulting services that may consist of the follow:

- Performing geotechnical studies to develop information concerning pavement design and construction recommendations for future Williamson County projects,
- Perform pavement design and consulting,
- Perform trouble shooting and diagnostics of pavement failures and offer opinions and recommendations for remediation.
- Perform professional geotechnical engineering consulting related to other transportation type facilities, such as drainage features, retaining walls, buildings, bridges and signs.

Project Description

The projects considered as a part of this scope of services are likely to be associated with roadway projects and could include roadways, drainage features, retaining walls, buildings, bridges, and signs located within Williamson County. The projects that we may be asked to provide professional engineering consulting could consist of existing structures, projects under construction, or future development projects.

Field Study

Our field study could include drilling soil borings using a truck-mounted drilling rig to various depths as necessary to characterize subsurface conditions, determine strength of the underlying material, and determine engineering properties of the soils/rock. The field work may also include coring asphalt and flexible base materials and sampling of asphalt.

Samples will be taken using conventional split-spoon, Shelby-tube and Nx rock coring and sampling techniques. Borings will be located in the field utilizing a recreation grade hand-held GPS device and/or tape and right angle measurements from existing benchmarks. Our scope of service does not include surveying in the boring locations.

The borings will be backfilled utilizing auger cuttings generated during drilling activities and/or borings/cores performed through paved surfaces will be backfilled in accordance with Williamson County backfilling requirements.

Laboratory Study

Upon completion of the subsurface exploration, a testing program will be designed to define the strength and classification characteristics of the foundation soils. The testing program may include moisture content tests, Atterberg Limits (plasticity tests), corrosivity tests, sulfate tests, unconfined compression strength tests of the soil, grain size analyses, triaxial tests, and California Bearing Ratio Testing; however, the type and number of tests will be based on subsurface conditions encountered in the field and the scope of services required for the particular assignment.

Engineering Report

A report will be prepared providing our comments and recommendations of our findings based on the field study, laboratory testing, site visits, and documents reviewed etc.

The final report will be reproduced in 1 electronic copy, and 1 spirally-bound copy.

CONSTRUCTION MATERIALS TESTING AND OBSERVATION

RKCI is offering to perform construction materials testing for various Williamson County projects. Some of the required testing may include the following construction materials:

- Laboratory testing, in-place field nuclear density testing,
- Reinforcing steel observations,
- Ordinary Compaction Observations,
- Concrete and grout compressive strength specimen sampling, testing, and reporting, and
- Asphalt Testing, and Structural steel inspections.

WORK AUTHORIZATION NO. _____

WILLIAMSON COUNTY ROAD BOND PROJECT:

_____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this _____.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Reviewed by: osalazarbueno
Date: 12/07/2022

ON-CALL GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING CONSULTING SERVICES
WILLIAMSON COUNTY
RABA KISTNER CONSULTANTS, INC.

EXHIBIT D - RATE SCHEDULE

	2023 PRICE	Unit
Principal	$ 250.00	HR
Senior Geotechnical Engineer	$ 229.00	HR
Senior Project Manager	$ 203.00	HR
Project Manager	$ 200.10	HR
Geotechnical Engineer	$ 178.46	HR
Project Engineer	$ 156.00	HR
Engineer in Training	$ 143.21	HR
Geologist	$ 151.00	HR
Environmental Scientist	$ 127.00	HR
Geotechnical Logger	$ 116.69	HR
CADD Technician	$ 102.75	HR
Senior Geotechnical Engineering Technician	$ 90.00	HR
Geotechnical Laboratory Technician	$ 81.12	HR
Geotechnical Engineering Technician	$ 75.71	HR
Archaeologist	$ 135.00	HR
GIS	$ 108.00	HR
Admin/Clerical	$ 70.00	HR

DIRECT EXPENSES

	2023 PRICE	Unit
8 ½" x 11" b/w Paper Copies	$ 0.23	Page
11" x 17" b/w Paper Copies	$ 0.33	Page
8 ½" x 11" color Paper Copies	$ 0.42	Page
11" x 17" color Paper Copies	$ 0.49	Page
Drill Rig Mobilization (min charge)	$ 535.39	Each
Logger Truck	$ 0.92	Mile
Drilling & Sampling (Cohesive/Granular Soils)	$ 21.09	FT
Hollow Stem Drilling (Granular Soils)	$ 30.28	FT
Drilling & Sampling (Soft Rock - Limestone)	$ 37.86	FT
Drilling & Sampling (Hard Rock - Limestone	$ 45.43	FT
Texas Cone Penetrometer	$ 27.04	Test
Standard Penetration Testing	$ 29.33	Test
Bentonite Backfill	$ 3.79	FT
Driller Standby	$ 210.91	HR
Lab Testing (Moisture Content)	$ 16.22	Test
Lab Testing (Atterberg Limit)	$ 113.57	Test

Lab Testing (Percent Passing No. 200 Sieve)	$ 62.73	Test
Lab Testing (Sieve Analysis)	$ 91.94	Test
Lab Testing (Hydrometer)	$ 383.97	Test
Lab Testing (Corrosivity:Chloride, pH, Resisitivity.	$ 183.28	Test
Lab Testing (Unconfined Compression –Soil)	$ 34.61	Test
Lab Testing (Unconfined Compression – Rock)	$ 41.10	Test
Lab Testing (Sulfate Testing)	$ 106.00	Test
Lab Testing (Lime Series Curve)	$ 443.46	Test
Lab Testing (Moisture/Density Test)	$ 319.07	Test
Lab Testing (Resilient Modulus)	$ 1,946.88	Test
Lab Testing (California Bearing Ratio Test)	$ 200.10	Test

FIELD DRILLING SERVICES

	2023 PRICE	Unit
Auger Drilling (Does not include logging)		
soil	$ 23.92	FT
soft rock		
Standard Wet Rotary (Does not include logging)	$ 27.04	FT
Nx Rock Core (Does not include logging		
Soft rock (marl, shale)	$ 39.52	FT
Hard rock (limestone, sandstone)	$ 52.00	FT
Non-conventional drilling (barge drilling or unusual time	$ 350.48	HR
Field Logging Services	$ 75.92	HR
Geotechnical Technician	$ 161.20	HR
Geologist	$ 116.48	HR
Engineer in Training		
Field Coordination		
Field Engineer	$ 122.72	HR
Flagman	$ 81.12	HR
Sampling		
Standard Penetration Test (ASTM D1586)	$ 28.08	Test
Shelby Tube (ASTM D1587)	$ 28.08	Test
Texas Cone Penetrometer Test (THO, Tex-132-E)	$ 32.24	Test
Other Expenses/Charges		
Standby Time	$ 278.72	HR
Mileage - non-drilling equipment Grout backfill	current rate	Mile
Grout backfill	$ 4.33	FT
Dozer/clearing cost	at cost	EA
Logger truck charge	$ 66.68	DAY
Standard pavement coring	$ 91.23	EA
Concrete/AC patch	$ 77.82	EA
Traffic control - signs, barricades	at cost	EA
All other outside expenses	at cost	EA

geotechnical drilling rig crews time and effort associated with setting up for a project, breaking down the rig, mobilizing from boring to the next boring, and cleaning up after each boring drilled.

ATTACHMENT D - FEE SCHEDULE

ON-CALL GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING CONSULTING SERVICES
WILLIAMSON COUNTY
RABA KISTNER CONSULTANTS, INC.

ASPHALTIC CONCRETE

			2023 PRICE
ASTM D 75	**Sampling Raw Materials of Composite Mix**		
	Technician Time	per hour	$ 62.73
Asphalt Institute Manual	**Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature**		
	Technician Time	per hour	$ 75.99
Asphalt Institute Manual	**Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination**		
	Technician Time	per hour	$ 75.99
ASTM D 2950	**Nuclear Density Test with Inspection**	each	$ 19.38
	Nuclear Density Test	each	$ 30.60

REFERENCE	LABORATORY SERVICES	UNIT	2023 PRICE
ASTM D 2172; TxDOT, TEX-210-F	**Extraction Test, Bitumen Content and Aggregate Sieve Analysis of Asphaltic Concrete**	each	$ 234.60
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only	each	$ 160.14
	Asphaltic Concrete Extraction; Bitumen Content and Aggregates; Sieve Analysis of Asphaltic Concrete; Molding Specimens (Hveem or Marshall); Laboratory Density (Molded Specimen); Stability Test (Hveem); and Maximum Theoretical Specific Gravity (Rice Gravity)	per set	$ 562.02
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	**Molding Specimens**		
	Hveem or Marshall	per set	$ 70.38
	Superpave (2 per set)	per set	$ 140.76
TxDOT, TEX-207-F; ASTM D 2726	**Laboratory Density Test**		
	a) Molded Speciment	per set	$ 74.46
	b) Asphalt Core	each	$ 62.22
	c) Superpave (2 per set)	per set	$ 87.72
Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559	**Stability Test**		
	Marshall	per set	$ 70.38
	Hveem	per set	$ 70.38
Asphalt Institute Manual and TxDOT; Mix Designs	**Corp of Engineers or FAA**	each	$ 2,350.08
	TxDOT Quality Control/Quality Assurance	each	$ 2,350.08
	TxDOT CMHB	each	$ 3,343.56
	TxDOT Calibration Mix and Pans	each	$ 393.72
	TxDOT Black Base Design, Item 345	each	$ 1,758.48
TxDOT, TEX-200-F; ASTM C 136	**Sieve Analysis of Aggregate**	each	$ 47.94
TxDOT, TEX-203-F; ASTM D 2419	**Sand Equivalent Test**	each	$ 100.98

AASHTO TP 33	**Fine Aggregate Angularity**	each	$ 60.18
ASTM D 4791-95	**Flat and Elongated Particle**	each	$ 60.18
TxDOT, TEX-201-F; ASTM C 127	**Specific Gravity (Coarse or Fine Aggregate)**	each	$ 47.94
TxDOT, TEX-201-F; ASTM C 127	**Absorption (Coarse or Fine Aggregate) (Includes Specific Gravity)**	each	$ 74.46
TxDOT, TEX-411-A; ASTM C 88	**Sulfate Soundness (Time and Test)**		
	Preparation Time	per hour	$ 62.73
	a) Magnesium - 5 Cycle	each	$ 594.66
	b) Sodium - 5 Cycle	each	$ 530.40
CSM030	**Los Angeles Abrasion Test (Time and Test)**		
CSM030	Los Angeles Abrasion Test (Small or Large Coarse Aggregate)	each	$ 229.50
Asphalt Inst. SP-2 TxDOT, Item 3066 AASHTO PP 28-95	**Superpave TM Mix Design (Includes Aggregate, Specific Gravity and Sieve Analysis) (Does Not Include TSR)**	each	$ 7,266.48
TxDOT, TEX-227-F; AASHTO T 209; ASTM D 2041	**Maximum Theoretical Specific Gravity (Rice Gravity)**	each	$ 109.14
TxDOT, TEX-226-F; AASHTO T 283; ASTM D 4867	**Moisture Sensitivity Test (Tensile Strength Ratio Test)**		
	with Freeze/Thaw	each	$ 628.32
	without Freeze/Thaw	each	$ 492.66
TxDOT, Item 3157	**Cold Processed – Recycled Paving Material (RPM)**		
	Mixture Design		
	Mixture Verification (QC) Strength,		
	Stability (Hveem, Modified Marshall)	per set	$ 918.00
TxDOT, TEX-126-E (Modified)	**Molding and Strength**	per set	$ 447.78
TxDOT, TEX-208-F (Modified)	**Molding and Hveem**	per set	$ 169.32
ASTM D 1559	**Molding and Marshall**	per set	$ 158.10
TxDOT, TEX-103-E	**Molded Moisture Content**	each	$ 16.32

CEMENT TREATED BASE

REFERENCE	FIELD SERVICES	UNIT	2023 PRICE
PCA	**Sampling Raw Materials for Mix Verification**		
	Technician Time	per hour	$ 62.73
	Sampling Contractor Processed Material		
	Technician Time	per hour	$ 62.73

REFERENCE	LABORATORY SERVICES	UNIT	2023 PRICE
PCA	**Molding Controlled Processed Material**	each	$ 84.66

PCA	**Unconfined Compressive Strength Testing**	each	$ 37.74
ASTM D 559; ASTM D 560	**Durability (2 Specimens per Set) (Percent Loss in 12 Cycles)** Wet Dry/Freeze Thaw	per set	$ 721.14
	Mix Design		
PCA; TxDOT, TEX-120-E; ASTM D 558	Mix Design - Cement Treated Base (Does Not Include Durability)	each	$ 1,436.16

CONCRETE

REFERENCE	FIELD SERVICES	UNIT	2023 PRICE
ASTM C 31; ASTM C 172; ASTM C 143	**Sampling Concrete to Conduct Slump Test, Measure Concrete Temperature, Cast Test Specimen and Transport Test Specimen to Laboratory Next Day**		
	Technician Time	per hour	$ 62.73
	Pick-Up of Test Specimen	per hour	$ 62.73
	Standby Time	per hour	$ 62.73
ASTM C 39; ASTM C 617	**Cylinder Compressive Strength Testing and Reporting (In Conjunction with Sampling)**		
	a) 6x12 or 4x8 - Normal Weight or Lightweight Structural (Minimum of 4)	each	$ 21.42
	b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities)	each	$ 31.62
	c) "Hold" Cylinder (Additional Charge)	each	$ 14.28
	d) "Strip" Cylinder (Additional Charge)	each	$ 16.32
	e) Compressive Strength - 2x2 Cubes	each	$ 30.60
	f) Dry Density - Concrete Cylinder	each	$ 54.06
ASTM C 78	**Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams)**	each	$ 66.30
	Air Content (In Conjunction with Sampling)		
ASTM C 231	a) Pressure	each	$ 38.76
ASTM C 173	b) Volumetric	each	$ 46.92
AASHTO T 199	c) Chase	each	$ 20.40

CONCRETE

ASTM C 138	**Unit Weight**	each	$ 34.68
ASTM C 143	**Additional Slump Test**	each	$ 29.58
ACI 311; ACI 304	**Concrete Plant Observation - To Observe and Record Aggregate Types, Batch Weights, Concrete Consistency and Mixing Time** Technician Time	per hour	$ 62.73
ACI 311; ACI 304	**Concrete Site Observation - To Record the Consistency of Concrete, Verify and Adjust Slump within Project Specifications and Sample for Test Specimens** Technician Time	per hour	$ 62.73

REFERENCE	LABORATORY SERVICES	UNIT	2023 PRICE
CI 211.1	**Hardrock Concrete Mix Design Calculations and Proportioning to Include Six Confirmatory Cylinders** (Physical Properties Not Included)	each	$ 371.28

ACI 211.1 (303.R)	**Architectural Mix Design**	each	$ 403.92
ACI 211.2	**Lightweight Structural Mix Design**	each	$ 382.50
ASTM C 270	**Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included)**	each	$ 403.92
ASTM C 1202	**Chloride Ion Permeability**	per set	$ 322.32
ASTM C 39	**Cylinders Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory**	each	$ 33.66
ASTM C 496	**Splitting Tensile Strength of Concrete Cylinders** Tensile Test	each	$ 53.04
ASTM C 666	**Freeze-Thaw Test**	per set	$ 447.78
ASTM C 469	**Determination of Young's Modulus of Elasticity (Time, Test and Set-Up)**	each	$ 100.98
ASTM C 803	**Windsor Probe (Includes Surface Preparation)**	per hour	$ 104.04
ASTM C 805	**Schmidt Rebound Number**	per hour	$ 106.08

CONCRETE AGGREGATES

REFERENCE	FIELD SERVICES	UNIT	2023 PRICE
ASTM D 75; TxDOT, TEX-400-A	**Sampling Concrete Aggregates** Technician Time	per hour	$ 62.73

REFERENCE	LABORATORY SERVICES	UNIT	2023 PRICE
ASTM C 566	**Moisture Content**	each	$ 16.32
ASTM C 29; TxDOT, TEX-404-A	**Unit Weight (Coarse or Fine)**		
	a) Loose	each	$ 40.80
	b) Rodded	each	$ 40.80
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	**Specific Gravity (Coarse or Fine)**	each	$ 47.94
ASTM C 123	**Lightweight Particles (Plus Cost of Materials)**	per test	$ 71.40
	Absorption		
ASTM C 127;	a) Normal Weight Aggregate (Coarse or Fine)	each	$ 30.60
ASTM C 128; TxDOT, TEX-201-F	b) Lightweight Aggregate (Coarse)	each	$ 33.66
ASTM C 136; TxDOT, TEX-401-A	**Sieve Analysis (Dry) for ASTM C 33 Specifications**		
	a) Coarse, Per Sample	each	$ 52.02
	b) Fine, Per Sample	each	$ 63.24
ASTM C 117; TxDOT, TEX-406-A	**Amount Finer than No. 200 (Decantation)**	each	$ 44.88
ASTM C 131; ASTM C 535	**Los Angeles Abrasion (Time and Test)**	each	$ 229.50
ASTM C 88;	**Sulfate Soundness (Time and Test)**		

TxDOT, TEX-411-A	Preparation Time	per hour	$	62.73
	a) Magnesium - 5 Cycle	each	$	594.66
	b) Sodium - 5 Cycle	each	$	530.40
ASTM C 117; ASTM C 29; ASTM C 127; ASTM C 128; ASTM C 566; TxDOT, TEX-406-A; TxDOT, TEX-404-A; TxDOT, TEX-201-F; TxDOT, TEX-401-A	**Physical Properties of Aggregates - Includes Decantation, Rodded Unit Weight, Specific Gravity, Absorption, Sieve Analysis and Moisture Content (Per Aggregate Type and Size)**			
	Conducted in Conjunction with Concrete Mix Design	each	$	177.48
	Conducted Separate from Concrete Mix Design	each	$	229.50
ASTM C 40; TxDOT, TEX-408-A	**Organic Impurities**	each	$	45.90
ASTM C 2419; TxDOT, TEX-203-F	**Sand Equivalent Values**	each	$	102.00
ASTM C 142	**Clay Lumps and Friable Particles**	each	$	69.36
ASTM C 641	**Staining Materials in Lightweight Concrete Aggregate**	each	$	69.36

CORING

REFERENCE	FIELD SERVICES	UNIT	2023 PRICE
ASTM C 42; ACI 318	**Technician Time and Equipment**		
	a) One Man	per hour	$ 76.50
	b) Two Men	per hour	$ 117.30
	c) Reinforcing Steel Detector	per day	$ 408.00
	d) Coring	per day	$ 357.00
	e) Generator	per day	$ 153.00
	Bit Wear		
	a) Limestone Aggregate	per inch	$ 7.65
	b) Quartz Aggregate (River Gravel)	per inch	$ 8.67

REFERENCE	LABORATORY SERVICES	UNIT	2023 PRICE
ASTM C 42 a)	**Sawed Ends for Compressive Strength Test**		
	a) Limestone Aggregate	square inch	$ 2.55
ASTM C 39; ASTM C 42; ASTM C 174; ASTM C 617	**Compressive Strength of Concrete Core Includes Measurements, Capping and Testing**	each	$ 33.66
	Report Photographs		at cost
	Laboratory Air-Dried Unit Weight	each	$ 20.40

LIME

REFERENCE	FIELD SERVICES	UNIT	2023 PRICE
National Lime Association	**Continuous Observation to Monitor and Record Equipment Functions, Specific Gravity of the Lime Slurry and Observation of Stabilization Location and Depth**		
	Technician Time	per hour	$ 62.73

REFERENCE	LABORATORY SERVICES	UNIT	2023 PRICE
STM D 422; TxDOT, TEX-101-E, Pt. II	**Sieve Analysis of Pulverized Materials for Gradation Compliance**	each	$ 76.50
ASTM D 4318; TxDOT, TEX-112-E	**Lime Series Curve Determination Including Five Atterberg Limits**	each	$ 535.50
TEX-121-E	**Soil-Lime Testing Part III**	each	$ 418.20
ASTM C 183	**Standard Method of Sampling Hydraulic Cement**	per hour	$ 62.73
ASTM C 109	**Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50mm Cube Specimen)**	each	$ 29.58
ASTM C 185	**Air Content of Hydraulic Cement Mortar**	each	$ 60.18
ASTM C 266; ASTM C 191	**Time of Setting of Hydraulic Cement by Gillmore/Vicat Needles**	each	$ 72.42
ASTM C 151	**Autoclave Expansion of Portland Cement**	each	$ 240.72
ASTM C 187	**Normal Consistency of Hydraulic Cement**	each	$ 60.18
ASTM C 188	**Specific Gravity of Hydraulic Cement**	each	$ 70.38
ASTM C 430	**Fineness of Hydraulic Cement by the No. 325 Sieve**	each	$ 70.38
ASTM C 451	**Early Stiffening of Portland Cement (Paste Method)**	each	$ 60.18
ASTM C 114	**Chemical Analysis**	each	$ 442.68
ASTM C 91	**Water Retention of Masonry Cement**	each	$ 112.20
ASTM C 150	**Chemical Analysis**	each	$ 443.70
	Physical Analysis	each	$ 880.26

SOILS (Earthwork)

REFERENCE	FIELD SERVICES	UNIT	2023 PRICE
ASTM D 75	**Sampling Subgrade, Fill or Base**		
	Technician Time	per hour	$ 62.73
	In-Place Moisture-Density Test		
	Technician Time	per hour	$ 62.73
ASTM D 2922	Nuclear Density	each	$ 30.60
ASTM D 2167; ASTM D 1556	**Volumetric Density (Sand Cone)**	each	$ 87.72
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage)		
	Technician Time (Hourly Rate)	per hour	$ 62.73
	Proof Rolling Observation	per hour	$ 62.73
ASTM D 2922	**Nuclear Density Test with Observation**	each	$ 19.38

REFERENCE	LABORATORY SERVICES	UNIT	2023 PRICE

ASTM D 2216; TxDOT, TEX-103-E	**Moisture Content**	each	$ 16.32
	Atterberg Limits		
ASTM D 4318	a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	each	$ 100.98
	Shrinkage Limit in Conjunction with Atterberg Limits		
ASTM D 427	a) Volumetric	each	$ 124.44
	b) Linear (TxDOT, TEX-107-E)	each	$ 124.44
ASTM D 422;	**Sieve Analysis**		
TxDOT, TEX-101-E;	a) Washed through No. 40 (Up to 5 Sieves)	each	$ 69.36
TxDOT, TEX-110-E	b) Washed through No. 200 (Up to 4 Sieves)	each	$ 102.00
	c) Additional Sieves	each	$ 16.32
ASTM D 1140	**Amount Finer than No. 200 Sieve**	each	$ 69.36
TEX-145-E	**Determining Sulfate Content in Soils**	each	$ 86.70
	Moisture-Density Relationship (Proctor)		
Preparation Time	Preparation Time	per hour	$ 62.73
ASTM D 698; ASTM D 1557	ASTM	each	$ 306.00
AASHTO T 99; AASHTO T 180	AASHTO	each	$ 306.00
TxDOT, TEX-113-E; TxDOT, TEX-114-E	TxDOT	each	$ 306.00
MIL STD CE 55A	Corps of Engineers	each	$ 306.00
ASTM D 535			
ASTM D 1883	**California Bearing Ratio - Short Method; Includes Moisture-Density Relationship and Three Test Specimens**	per set	$ 972.06
	Each Additional Specimen	each	$ 195.84
TxDOT, TEX-117-E	**TxDOT Triaxial – Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens**		
	Part I	per set	$ 1,642.20
	Part II	per set	$ 1,509.60
	Each Additional Specimen	each	$ 183.60
ASTM D 854; TxDOT, TEX-108-E	**Specific Gravity**	each	$ 102.00
ASTM D 422; TxDOT, TEX-110-E	**Hydrometer Analysis (Includes Sample Preparation, Grain Size Curve and Specific Gravity)**	each	$ 333.54
ASTM D 5084	**Hydraulic Conductivity**	each	$ 519.18
ASTM D 2166	**Unit Weight**	each	$ 34.68
TxDOT, TEX-116-E	**Wet Ball Mill**	each	$ 250.92
	Water Content and Visual Classification	each	$ 16.32
	Unconfined Compression (Includes unit dry weight)		
	a) Soil Shelby Tube Specimens	each	$ 52.02
	b) Rock Core Specimens	each	$ 62.22
	(1) Sawed Specimen Ends	per end	$ 14.28
	Triaxial Compression		
	a) Unconsolidated-Undrained, Per Specimen	each	$ 95.88
	b) Unconsolidated-Undrained, Multistage	each	$ 333.54

Direct Shear			
a) Unconsolidated-Undrained	each	$	257.04
b) Consolidated-Drained (Sand)	each	$	541.62
Consolidation (Not Including Specific Gravity)	each	$	693.60
Swell Test			
a) Pressure Method	each	$	362.10
b) Free Swell	each	$	193.80

EXHIBIT D

SUBCONSULTANT FEE SCHEDULE

SUBCONSULTANTS - Rodriguez Engineering Laboratories LLC

CONSTRUCTION MATERIALS TESTING SERVICES

	HMAC Field Testing and Sample Pick-up			
	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage not incld)	per hour	$	70.38
	Field Tech Time (on-site only, 2-hour minimum)	per hour	$	70.38
Tex-207-F, VII	Longitudinal Joint Density with Density Gauge (Plus Tech time)	each	$	91.49
Tex-207-F, Part V	Mat Segregation with Density Gauge (Plus Tech time)	each	$	91.49
Tex-140-E	Pavement Thickness Determination (Plus Tech time)	each	$	23.46
Tex-244-F	Thermal Profile (Plus Tech time)	each	$	205.26
	Laboratory Testing of HMAC			
	Asphalt Content by Extration	each	$	197.05
	Asphalt Content by Ignition Method (Tex-236-F)	each	$	211.13
	Boiling Stripping Test (TEX-530-C)	each	$	129.02
	Bulk Density of Compacted Specimens (TEX-207-F, Part I) (2 or 3 per set)	each	$	72.72
	Cantabro Loss (TEX-245-F) (Molding is not included)	each	$	131.36
	Extraction (Gradation & Asphalt Content) (Tex-200-F, Tex-210-F, D2172, T164)	each	$	171.24
	Gradation of Aggregate from Extraction or Ignition (TEX-200-F)	each	$	91.49
	Hamburg Wheel Tracker (TEX-242-F) (Includes Molding)	each	$	663.87
	Hamburg Wheel Tracker (TEX-242-F) (Molded by Client)	each	$	463.31
	Hveem Stability (TEX-208-F) (3 per set)	each	$	72.72
	Indirect Tensile Strength (TEX-226-F) (Molding is not included)	each	$	85.62
	Maximum Theoretical Specific Gravity, Rice Method (Tex 227-F)	each		
	3.2.12.1 - Bag Sample	each	$	65.68
	3.2.12.2 - Core Sample	each	$	77.42
	Sand Equivalent (Clay Content) (Tex-203-F)	each	$	111.43
	Specific Gravity, Bulk Core	each	$	31.67
	Specific Gravity, Bulk Core (Vacuum Method)	each	$	72.72
	Specimen Molding, Bulk Density, and Stability (3 per set) (Tex-206-F, 207-F, 208-F)	each	$	218.16
	Specimen Molding by SGC (TEX-241-F) (2 per set)	each	$	99.70
	Specimen Molding by TGC (TEX-206-F) (3 per set)	each	$	72.72
	Thickness of HMAC cores by Direct Measurement	each	$	15.24
	Shear Bond Strength Test (TEX-249-F) (2 per set)	each	$	240.00
	Ideal Cracking Test (TEX-250-F) (4 per set)(Molding is not included)	each	$	350.00
	HMAC Coring			
	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not included)	per hour	$	70.38
	Field Tech time (on-site only, 2-hour minimum)	per hour	$	70.38
	Core, per inch thickness			
	3.3.3.1 - 0"–6" depth @ 6"Ø (Includes patching and sample prep.)	each	$	114.95
	3.3.3.2 - > 6"–10" depth @ 6"Ø (Includes patching and sample prep.)	each	$	127.26
	3.3.3.3 - > 10"–14" depth @ 6"Ø (Includes patching and sample prep.)	each	$	164.21
	3.3.3.4 - >14" depth @ 6"Ø (Includes patching and sample prep.)	each	$	164.21
	3.3.3.5 - Per inch beyond 14" depth @ 6"Ø (Includes patching and sample prep.)	per inch	$	7.04
	Laboratory Testing of Liquid Asphalt and Emulsions			
	Abson Recovery (Extraction using Solvent is not included)	each	$	281.50
	Breaking Index (Asphalt Emulsions)	each	$	110.25
	Cement Mix	each	$	83.27
	Demulsibility (Anionic or Cationic Emulsions)	each	$	83.27
	Density of Emulsified Asphalt	each	$	83.27
	Ductility of Bituminous Materials	each	$	118.47
	Elastic Recovery Test	each	$	96.18
	Laboratory Testing of Liquid Asphalt and Emulsions			
	Float Test For Bituminous Materials	each	$	96.18
	Kinematic Viscosity of Cut-Back Asphalt	each	$	118.47
	Penetration of Bituminous Materials	each	$	73.90

Residue by Distillation (Cutback or Emulsified Asphalts)	each	$	173.59
Residue by Evaporation	each	$	173.29
Saybolt Viscosity of Emulsified Asphalt at 25°C (77°F)	each	$	73.90
Saybolt Viscosity of Emulsified Asphalt at 50°C (122°F)	each	$	73.90
Sieve Test of Emulsified Asphalt	each	$	51.61
Softening Point of Bitumen (Ring-and-Ball)	each	$	118.47
Storage Stability (24 Hrs)	each	$	129.02
Specific Gravity of Emulsified Asphalt	each	$	79.75
Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.)	each	$	97.36
Field Testing Equipment			
Vehicle			
Within City of Austin ETJ, within 50 miles (one-way) from REL	per trip	$	66.86
Engineering Cosultation			
Principal	per hour	$	270.94
Project Manager/Professional Engineer	per hour	$	173.59
Project Engineer	per hour	$	134.89
Graduate Engineer	per hour	$	100.88
Senior Engineering Technician	per hour	$	87.97
Engineering Technician (Asphalt, Concrete, Soils, etc.)	per hour	$	70.38
Clerical	per hour	$	56.29

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Rodriguez Engineering Laboratories LLC ("Engineer")**
ADDRESS: **13809 Turbine Dr., Austin, TX 78728**
PROJECT: **22RFSQ147 On-Call Materials and Geotechnical Engineering Services for Williamson County Road and Bridge ("Project")**

THE STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Four Hundred Thousand and No/100 Dollars ($400,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

[a] *See also*, Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

[b] *See* Art. 6, *supra.*

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Jose Melendez, P.E.
Rodriguez Engineering Laboratories LLC
13809 Turbine Dr.
Austin, TX 78728

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Dept. of Infrastructure
   Attn: Director of Road & Bridge
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Jose Melendez, P.E.
Rodriguez Engineering Laboratories LLC
13809 Turbine Dr.
Austin, TX 78728

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

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

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____ ____, 20_____

ENGINEER

Rodriguez Engineering Laboratories LLC

By _____

Printed Name: Jose Melendez, P.E.

Title: Laboratory Engineer

Date: November 30, 2022

SUBSCRIBED and sworn to before me the undersigned authority by Jose melendez _____ the 30th of November, 2022 of **ENGINEER**, on behalf of said firm.

LEAH CONNETT
Notary ID #129704417
My Commission Expires
February 7, 2026

_____
Notary Public in and for the
State of Texas

My commission expires: February 7, 2026

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

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

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

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

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

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

Rodriguez Engineering Laboratories LLC
Name of Firm

Signature of Certifying Official

Jose Melendez, P.E.
Printed Name of Certifying Official

Laboratory Engineer
Title of Certifying Official

November 30, 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 Jose Melendez _____ the 30th _____ of November, 2022, on behalf of said firm.

Leah Connett
Notary Public in and for the
State of Texas

My commission expires: February 7, 2026

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide On-Call Materials Testing & Geotechnical Engineering Services which may include, but are not limited to:

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - GEOTECHNICAL SERVICES, MATERIALS TESTING, AND CONSULTATION

TASK 3 - CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____JoseMelendez, P.E._____	_____
Printed Name	Printed Name
_____Laboratory Engineer____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
1. Testing of Soils and Base Materials				
1.1	**Field Soil Density**			
	1.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$70.38
	1.1.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$70.38
	1.1.3	Field Nuclear Density Test	Per ea	$48.09
	1.1.4	Field Density by Sand Cone Method (ASTM D1556)	Per ea	$64.51
1.2	**Bulk Sample Pick-Up**			
	1.2.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$70.38
1.3	**Laboratory Moisture Density Relationship**			
	1.3.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$70.38
	1.3.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$70.38
	1.3.3	Moisture Density Relationship of Soil-Cement (ASTM D 558)	Per ea	$322.55
	1.3.4	Moisture Density Relationship (ASTM D 698) Standard Proctor Compaction Test)	Per ea	$322.55
	1.3.5	Moisture Density Relationship (ASTM D 1557) (Modified Proctor Compaction Test)	Per ea	$322.55
	1.3.6	Moisture Density Relationship (TEX-113-E) Compaction Test	Per ea	$322.55
	1.3.7	Moisture Density Relationship (TEX-114-E, Part I) Compaction Test	Per ea	$322.55
	1.3.8	Moisture Density Relationship (TEX-114-E, Part II) Compaction Test	Per ea	$361.26
1.4	**Laboratory Testing of Soils**			
	1.4.1	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	Per ea	$91.49
	1.4.2	Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	$77.42
	1.4.3	CBR of Laboratory-Compacted Soils (ASTM D1883)	Per ea	$580.59
		1.4.3.1 Each Additional Point	Per ea	$193.53
	1.4.4	Depth Check (Tex-140-E)	Per ea	$23.46
	1.4.5	Dry Unit Weight Test of Soils	Per ea	$44.57
	1.4.6	Field Gradation of Lime Soil (1.75, 0.75, No 4 Sieve) (in addition to hourly charge)	Per point	$25.81
	1.4.7	Hydrometer Analysis (ASTM D422), (mechanical sieve analysis is not included)	Per ea	$136.06
	1.4.8	Lime Series Curve (ASTM D 4318)	Per point	$119.64
	1.4.9	Natural Moisture Content	Per ea	$26.39
	1.4.10	Organic Content of Soils (Tex-148-E)	Per ea	$216.99
	1.4.11	Percent Passing No. 200 Sieve (TEX-111-E)	Per ea	$59.82
	1.4.12	PVR (Tex-124-E), testing is not included	Per ea	$133.71
	1.4.13	Resistivity of Soils (TEX-129-E)	Per ea	$127.84
	1.4.14	Sample Preparation (TEX-101-E)	Per ea	$87.97
	1.4.15	Sample Remolding	Per hr	$70.38
	1.4.16	Sieve Analysis (TEX-110-E)	Per ea	$91.49
	1.4.17	Shrinkage (Volumetric) (ASTM D427, ASTM D4943)	Per ea	$95.01
	1.4.18	Soil Cement or Lime Compression Test (TEX-120-E, TEX-121-E)	Per ea	$96.18
	1.4.19	Soil pH (Tex-128-E)	Per ea	$76.24
	1.4.20	Soil Specific Gravity (TEX-108-E)	Per ea	$86.79
	1.4.21	Stabilization Ability of Lime by Soil PH (TEX-121-E Part III) up to 6 points	Per ea	$326.08
	1.4.22	Sulfate Content (Tex-145-E)	Per ea	$123.16
	1.4.23	Texture Depth by Sand Patch (Tex-436-A)	Per ea	$76.24
	1.4.24	Unconfined Compression Test - Cohesive Soils (ASTM D2166)	Per ea	$68.03
	1.4.25	Unconfined Compression Test - Rock (ASTM D2938)	Per ea	$95.01
1.5	**Texas Triaxial Compression Test on Base Material TEX-117E, Part II, including the following:**			
	1.5.1	Molding, Curing, and Testing 9 Specimens	Per ea	$1,636.22
	1.5.2	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	Per ea	$91.49
	1.5.3	Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	$77.42
	1.5.4	Percent Passing No. 200 Sieve (TEX-111-E)	Per ea	$59.82

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
	1.5.5	Sample Preparation (TEX-101-E)	Per ea	$87.97
	1.5.6	Sieve Analysis (TEX-110-E)	Per ea	$91.49
	1.5.7	Wet Ball Mill (TEX-116-E)	Per ea	$283.84
1.6	Report of Soil Test Results (includes clerical, engineering review/seal, etc.)		Per ea	$97.36
2. Testing of Concrete and Aggregates				
2.1	**Concrete Cylinder**			
	2.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$70.38
	2.1.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$70.38
	2.1.3	Cylinder Charge (per each)	Per ea	$34.02
2.2	**Concrete Coring**			
	2.2.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$70.38
	2.2.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$70.38
	2.2.3	Concrete Coring Equipment Charge	Per hr	$49.26
	2.2.4	Core Bit Surcharge (in addition to base equipment charge)		
		2.2.4.1 - 3-inch diameter core	Per inch	$5.87
		2.2.4.2 - 4-inch diameter core	Per inch	$7.63
		2.2.4.3 - 6-inch diameter core	Per inch	$10.03
	2.2.5	Concrete Core Strength Testing, Includes Core Curing and Preparation	Per ea	$84.45
2.3	**Laboratory Testing of Concrete and Aggregates**			
	2.3.1	Abrasion Test (TEX-410-A)	Per ea	$310.82
	2.3.2	Absorption of Aggregate	Per ea	$46.92
	2.3.3	Aggregate Gradation Analysis (TEX-200-F)	Per ea	$91.49
	2.3.4	Beam Flexural Strength (TEX 448-A)	Per ea	$50.44
	2.3.5	Coarse Aggregate Angularity	Per ea	$96.18
	2.3.6	Crushed Face Count (TEX-460-A)	Per ea	$97.36
	2.3.7	Decantation (Tex-406-E)	Per ea	$43.40
	2.3.8	Deleterious Materials (Clay Lumps/Friable Part I) Mineral Aggregate (Tex-413-A)	Per ea	$85.62
	2.3.9	Fine Aggregate Angularity	Per ea	$96.18
	2.3.10	Fineness Modulus of Fine Aggregate (Tex-402-A)	Per ea	$52.78
	2.3.11	Flat, Elongated Particles (ASTM D4791)	Per ea	$96.18
	2.3.12	Micro Deval Abrasion (TEX-461-A)	Per ea	$287.36
	2.3.13	Organic Impurities in Fine Aggregate (Tex-408-A)	Per ea	$65.68
	2.3.14	Pavement Thickness by Direct Measurement (Tex-423-A)	Per ea	$35.18
	2.3.15	Sand Equivalent (Clay Content) (Tex-203-F)	Per ea	$111.43
	2.3.16	Sieve Analysis of Fine and Coarse Aggregate (Tex-401-A)	Per ea	$91.49
	2.3.17	Soundness, Sodium, or Magnesium (ASTM C88, Tex-411-A)	Per ea	$457.44
	2.3.18	Specific Gravity of Aggregate	Per ea	$70.38
	2.3.19	Splitting Tensile Strength of Cylindrical Concrete Specimen (ASTM C496)	Per ea	$50.44
	2.3.20	Thickness of Concrete Cylinders or CTB Cores (ASTM C174)	Per ea	$23.46
	2.3.21	Unit Weight of Aggregate	Per ea	$46.92
	2.3.22	Unit weight of Concrete Specimens by Measurements	Per ea	$17.59
2.4	Report of Concrete Test Results (includes clerical, engineering review/seal, etc.)		Per ea	$97.36
3. Testing of HMAC and Liquid Asphalt				
3.1	**HMAC Field Testing and Sample Pick-up**			
	3.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$70.38
	3.1.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$70.38
	3.1.3	Longitudinal Joint Density with Density Gauge (Tex-207-F, VII) (Plus Tech time)	Per ea	$91.49
	3.1.4	Mat Segregation with Density Gauge (Tex-207-F, Part V) (Plus Tech time)	Per ea	$91.49

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
	3.1.5	Pavement Thickness Determination (Tex-140-E)(Plus Tech time)	Per ea	$23.46
	3.1.6	Thermal Profile (Tex-244-F)(Plus Tech time)	Per ea	$205.26
3.2	**Laboratory Testing of HMAC**			
	3.2.1	Asphalt Content by Extraction (TEX-210-F, T164)	Per ea	$197.05
	3.2.2	Asphalt Content by Ignition Method (Tex-236-F)	Per ea	$211.13
	3.2.3	Boiling Stripping Test (TEX-530-C)	Per ea	$129.02
	3.2.4	Bulk Density of Compacted Specimens (TEX-207-F, Part I) (2 or 3 per set)	Per ea	$72.72
	3.2.5	Cantabro Loss (TEX-245-F) (Molding is not included)	Per ea	$131.36
	3.2.6	Extraction (Gradation & Asphalt Content) (Tex-200-F, Tex-210-F, D2172, T164)	Per ea	$171.24
	3.2.7	Gradation of Aggregate from Extraction or Ignition (TEX-200-F)	Per ea	$91.49
	3.2.8	Hamburg Wheel Tracker (TEX-242-F) (Includes Molding)	Per ea	$663.87
	3.2.9	Hamburg Wheel Tracker (TEX-242-F) (Molded by Client)	Per ea	$463.31
	3.2.10	Hveem Stability (TEX-208-F) (3 per set)	Per ea	$72.72
	3.2.11	Indirect Tensile Strength (TEX-226-F) (Molding is not included)	Per ea	$85.62
	3.2.12	Maximum Theoretical Specific Gravity, Rice Method (Tex 227-F)		
		3.2.12.1 - Bag Sample	Per ea	$65.68
		3.2.12.2 - Core Sample	Per ea	$77.42
	3.2.13	Sand Equivalent (Clay Content) (Tex-203-F)	Per ea	$111.43
	3.2.14	Specific Gravity, Bulk Core	Per ea	$31.67
	3.2.15	Specific Gravity, Bulk Core (Vacuum Method)	Per ea	$72.72
	3.2.16	Specimen Molding, Bulk Density, and Stability (3 per set) (Tex-206-F, 207-F, 208-F)	Per ea	$218.16
	3.2.17	Specimen Molding by SGC (TEX-241-F) (2 per set)	Per ea	$99.70
	3.2.18	Specimen Molding by TGC (TEX-206-F) (3 per set)	Per ea	$72.72
	3.2.19	Thickness of HMAC cores by Direct Measurement	Per ea	$15.24
	3.2.20	Shear Bond Strength Test (TEX-249-F) (2 per set)	Per ea	$240.00
	3.2.21	Ideal Cracking Test (TEX-250-F) (4 per set)(Molding is not included)	Per ea	$350.00
3.3	**HMAC Coring**			
	3.3.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$70.38
	3.3.2	Field Tech time (on-site only, 2-hour minimum)	Per hr	$70.38
	3.3.3	Core, per inch thickness		
		3.3.3.1 - 0"–6" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$114.95
		3.3.3.2 - > 6"–10" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$127.26
		3.3.3.3 - > 10"–14" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$164.21
		3.3.3.4 - >14" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$164.21
		3.3.3.5 - Per inch beyond 14" depth @ 6"Ø (includes patching and sample prep.)	Per inch	$7.04
3.4	**Laboratory Testing of Liquid Asphalt and Emulsions**			
	3.4.1	Abson Recovery (Extraction using Solvent is not Included)	Per ea	$281.50
	3.4.2	Breaking Index (Asphalt Emulsions)	Per ea	$110.25
	3.4.3	Cement Mix	Per ea	$83.27
	3.4.4	Demulsibility (Anionic or Cationic Emulsions)	Per ea	$83.27
	3.4.5	Density of Emulsified Asphalt	Per ea	$83.27
	3.4.6	Ductility of Bituminous Materials	Per ea	$118.47
	3.4.7	Elastic Recovery Test	Per ea	$96.18
	3.4.8	Float Test For Bituminous Materials	Per ea	$96.18
	3.4.9	Kinematic Viscosity of Cut-Back Asphalt	Per ea	$118.47
	3.4.10	Penetration of Bituminous Materials	Per ea	$73.90
	3.4.11	Residue by Distillation (Cutback or Emulsified Asphalts)	Per ea	$173.59
	3.4.12	Residue by Evaporation	Per ea	$173.59
	3.4.13	Saybolt Viscosity of Emulsified Asphalt at 25°C (77°F)	Per ea	$73.90
	3.4.14	Saybolt Viscosity of Emulsified Asphalt at 50°C (122°F)	Per ea	$73.90
	3.4.15	Sieve Test of Emulsified Asphalt	Per ea	$51.61

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
	3.4.16	Softening Point of Bitumen (Ring-and-Ball)	Per ea	$118.47
	3.4.17	Storage Stability (24 Hrs)	Per ea	$129.02
	3.4.18	Specific Gravity of Emulsified Asphalt	Per ea	$79.75
3.5	Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.)		Per ea	$97.36
4. Field Testing Equipment				
4.1	**Vehicle**			
	4.1.1	Within City of Austin ETJ, within 50 miles (one-way) from REL	Per trip	$66.86
4.2	**Falling Heavy Weight Deflectometer (FWD) Testing**			
	4.2.1	FWD Field Data Collection (Equipment and Operator)(8 hr/day maximum)	Per day	$2,896.27
	4.2.2	FWD Equipment (Mobilization/Demobilization)	Per ea	$241.36
	4.2.3	FWD Operator (Mobilization/Demobilization)	Per hr	$100.88
4.3	**High Speed Inertial Profiler (IRI) Testing**			
	4.3.1	IRI Field Data Collection (Equipment Only)(8 hr/day maximum)	Per day	$429.08
	4.3.2	IRI Equipment (Mobilization/Demobilization) (within 50 miles from REL)	Per trip	$66.86
	4.3.3	IRI Operator (Portal-to-Portal from REL)(4 hr minimum)	Per hr	$87.97
5. Engineering Consultation				
5.1	Principal		Per hr	$270.94
5.2	Project Manager/Professional Engineer		Per hr	$173.59
5.3	Project Engineer		Per hr	$134.89
5.4	Graduate Engineer		Per hr	$100.88
5.5	Senior Engineering Technician		Per hr	$87.97
5.6	Engineering Technician (Asphalt, Concrete, Soils, etc.)		Per hr	$70.38
5.7	Clerical		Per hr	$56.29
6. Subconsultants				
6.1	Subconsultant Services		Rate	cost + 5%

NOTES:

1. Minimum call-out charge for technician and equipment is 2 hours. Charges are accrued portal to portal.
2. The density test unit rate is based on a minimum of 3 tests per trip.
3. Transportation charges are applicable for all field testing assignments including sample pick up. But, if the technician is already at the job site, there is no sample pick up charges.
4. Subconsultants' fees shall be approved previous to work beginning.
5. Trip charge refers to the labor for the Engineering Technician to drive to site. This is charged hourly. Vehicle charges refer to cost of vehicle associated with the trip.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Gulf Coast Insurance Agency
PO Box 7750
Beaumont TX 77726

CONTACT NAME: Lorrie Robinson
PHONE (A/C, No, Ext): (409)898-4444 **FAX (A/C, No):** (409)898-4468
E-MAIL ADDRESS: lm1@gcia-tx.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Co. of Reading PA	20427
INSURER B : Valley Forge Insurance Company A Ratec	20508
INSURER C : Transportation Insurance Company A Rate	20494
INSURER D : Lloyds of London A Rated	15792
INSURER E : Evanston Insurance Co A Rated	35378
INSURER F : Admiral Insurance Co A Rated	24856

INSURED
Rodriguez Engineering Laboratories LLC, DBA: Rodriguez En
13809 Turbine Drive
Austin TX 78728

COVERAGES **CERTIFICATE NUMBER:** 22/23 Master COI **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC X OTHER: Pollution Form #CNA74844XX			5095145569 5095145569	3/27/2022	3/27/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Limit	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ $1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			5095145572	3/27/2022	3/27/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			5095145586	3/27/2022	3/27/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC595145605	3/27/2022	3/27/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
	Professional Liability Pollution Included			See Attached Page	03/24/2022	03/24/2023	Total Per Claim Limit	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder: Williamson County Auditor, its directors, officers, and employees

The general liability, automobile liability and umbrella policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status and is to include Premises and Products & Completed Operations.
The general liability, automobile liability, umbrella and workers compensation policies include a blanket

CERTIFICATE HOLDER

Williamson County Auditor
c/o Pam Navarrette
710 Main Street, Suite 101
Georgetown, TX 78626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
George Haynes/LAM

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COMMENTS/REMARKS

automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The general liability, automobile liability, umbrella and workers compensation policies include a blanket notice of cancellation to certificate holders endorsement providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

The general liability contains a special endorsement with "Primary and Noncontributory" wording.

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COMMENTS/REMARKS

Professional Policies:
D) B0621PRODR000922 - Limit Per Claim $1,000,000
E) MKLV7PL0005232 - Limit Per Claim $2,000,000
F) XE000000558-05 - Limit Per Claim $2,000,000

COPYRIGHT 2000, AMS SERVICES INC.

22RFSQ147 - 22RFSQ147 RFQ On-Call Materials and Geotechnical Engineering Services
Scoring Summary

Active Submissions

	Total	Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Does the firm have AASHTO Accreditation for all facilities conducting asphalt, emulsions, asphaltic concrete, cement, Portland cement concrete, aggregates, soils, flexible base, and foamed asphalt?	Does the firm have American Welding Society certified welding inspectors to perform the structural steel welding inspection?	Experience of the Firm in Providing Geotechnical Engineering and/or Material Testing Services in Central Texas	Experience of the Firm Staff in Providing Geotechnical Engineering and/or Material Testing Services	Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	/ 40 pts	/ 40 pts	/ 20 pts
Rodriguez Engineering Laboratories LLC	95	Pass	Pass	Pass	40	35	20
Kleinfelder, Inc.	95	Pass	Pass	Pass	40	35	20
B2Z Engineering, LLC	90	Pass	Pass	Pass	35	35	20
Atlas Technical Consultants, LLC	90	Pass	Pass	Pass	35	35	20
Raba Kistner, Inc.	90	Pass	Pass	Pass	40	35	15
Arias & Associates, Inc. dba ARIAS	85	Pass	Pass	Pass	35	35	15
Flores Geotechnical LLC	70	Pass	Pass	Pass	25	25	20
ECS Southwest, LLP	65	Pass	Pass	Pass	25	25	15
Millennium Engineers Group	65	Pass	Pass	Pass	25	25	15
HVJ SOUTH CENTRAL TEXAS - M&J, INC.	65	Pass	Pass	Pass	25	25	15
Holt Engineering, Inc.	65	Pass	Pass	Pass	25	25	15
SCI Engineering, Inc.	65	Pass	Pass	Pass	25	25	15

November 15, 2022

Ms. Joy Simonton
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Subject: Recommendation for RFQ 22RFSQ147 On Call Materials and Geotechnical Engineering Services

Dear Ms. Simonton:

Based on the attached supporting documentation, the On Call Materials and Geotechnical Engineering Services Selection Committee recommends the selection of Arias & Associates, Inc., Atlas Technical Consultants, LLC, B2Z Engineering, LLC, Kleinfelder, Inc., Raba Kistner, Inc., and Rodriguez Engineering Laboratories LLC which were the top ranked firms from the evaluation process.

Twelve firms were evaluated on November 15, 2022 by the following Selection Committee:

Russ Boles, Commissioner Precinct 4
Robert B. Daigh, P.E., Senior Director of Infrastructure
J. Terron Evertson, P.E., County Engineer

Please feel free to contact me if you have any questions.

Sincerely,

Robert B. Daigh

Robert B. Daigh, P.E.
Senior Director of Infrastructure

Commissioners Court - Regular Session **57.**

Meeting Date: 12/20/2022

2019 Road Bond Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a 2019 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to transfer $10,900,000 from P390 (CR 401/CR 404) Improvements to P619 (Future County Road, FM973 to CR 404) and $100,000 from (P373 Coupland Street Project) to P620 ((FM 973 at Taylor High School) and to change the name of P389 from CR 402 Improvements to CR Improvements and Paving (CR 401,CR 402, CR 404).

Background

This memo is necessary to create P619 (Future County Road FM973 to CR 404), P620 (FM 973 at Taylor High school) and to change the name of P389 from CR 402 Improvements to CR Improvements and Paving (CR 401,CR 402, CR 404).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Road Bond Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/15/2022 08:50 AM
Form Started By: Tomika Lynce		Started On: 12/14/2022 04:35 PM
Final Approval Date: 12/15/2022		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

December 12, 2022

Re: 2019 Road Bond Budget Allocation

Dear Ms. Lynce,

Please make the following budget allocations for the 2019 Road Bond Program:

- Move $10,900,000.00 from P390 CR 401/CR 404 Improvements to a new P# for Future County Road (FM973 to CR404)
- Move $100,000 from P373 Coupland Street Project to new P# for FM 973 at Taylor High School

Please amend the project name for the following project:

- P389 CR Improvements and Paving (CR401, CR402, CR404)

If you have any questions, please let me know.

Thank you.

Michael J. Weaver

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Christen Eschberger, P.E., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **58.**

Meeting Date: 12/20/2022

Award of IFB #22IFB151 Tree Limb Chipping Services for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #22IFB151 Tree Limb Chipping Services to the lowest and best bidder, RHB Construction, Inc., in the not-to-exceed amount of $200,000.00, and authorizing the execution of the agreement.

Background

Williamson County sent out over two hundred seventy-five (275) notifications with twenty-one (21) document takers and two (2) submitting bids. The bid(s) have been reviewed and the apparent low bidder, RHB Construction, Inc. was found to be responsive and materially balanced. In addition to meeting the bid qualifications subject to being low bidder, RHB Construction, Inc. has successfully performed similar work on other projects. It is recommended to award the Tree Limb Chipping Service IFB #22IFB151 contract to RHB Construction, Inc., Funding Source is 01.0200.0210.003541. Department Contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Recommendation

Tabulation

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/15/2022 07:18 AM
County Judge Exec Asst.	Becky Pruitt	12/15/2022 08:49 AM
Form Started By: Gretchen Glenn		Started On: 12/13/2022 10:30 AM
Final Approval Date: 12/15/2022		

WILLIAMSON COUNTY
1848

November 7, 2022

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #22IFB151 – Tree Limb Chipping Services

After reviewing all the pertinent information, we have concluded that RHB Construction, Inc. submitted the overall lowest and best offer for the 22IFB151 bid, Tree Limb Chipping Services. I recommend to the Williamson County Commissioners Court that they award RHB Construction, Inc. the vendor for IFB #22IFB151 – Tree Limb Chipping Services.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson

J. Terron Evertson, P.E.
County Engineer
Williamson County, TX

Williamson County 22IFB 151 tree Limb Chipping Services
IFB 22IFB151
10.26.2022

Vendor **RHB**

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Mobilization	1	EA	12,000.00
2	Cost per crew (as defined in the General Notes and Technical Specs)	750 HRS	Hour	298.5

The Urban Foresters

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Mobilization	1	EA	1260
2	Cost per crew (as defined in the General Notes and Technical Specs)	750 HRS	Hour	$420

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM
IFB #22IFB151 - Tree Limb Chipping Services

(RHB Construction, Inc.)

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

THIS ADDENDUM TO AGREEMENT for Williamson County Solicitation #22IFB151 for Tree Limb Chipping Services is made and entered into by and between **Williamson County, Texas** (hereinafter "Client" or "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **RHB Construction, Inc.** (hereinafter "RHB" or "Service Provider") with offices located at 1103 Rivery Blvd., Ste. 250 Georgetown, TX 78628. County agrees to engage RHB as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. This Williamson County Addendum;
B. Williamson County Request for Proposal #22IFB151, including addenda; and
C. RHB Response to Williamson County Request for Proposal #22IFB151, including attachment(s).

In the event a dispute arises between terms and conditions of: 1) this Williamson County Addendum; (2) Williamson County Request for Proposal #22IFB151, including addenda; and (3) RHB Response to Williamson County Request for Proposal #22IFB151,

including attachment(s), applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) this Williamson County Addendum; (2) Williamson County Request for Proposal #22IFB151, including addenda; and (3) RHB Response to Williamson County Request for Proposal #22IFB151, including attachment(s).

II.

Effective Date and Term: This Agreement shall be in full force and effect when signed by all parties, and the initial term of this Agreement shall be one (1) twelve (12) month period from the effective date, unless terminated sooner pursuant to the county's right to termination for convenience set forth below in Paragraph V. The agreement may be renewed for two (2) 12-month periods beyond the initial term at the discretion of the County.

III.

Compliance with All Laws: Both Client and RHB agree and will comply with all local, state or federal requirements with respect to the services rendered.

IV.

Consideration and Texas Prompt Payment Act Compliance: Service Provider will be compensated based on RHB's Response to #22IFB151. **This Agreement is subject to a not-to-exceed amount of two-hundred thousand dollars and zero cents ($200,000.00) for any County fiscal year (October 1st to September 30th).** Client's 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.

V.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon

giving thirty (30) days written notice thereof. In the event of termination, Client will only be liable for its pro rata share of services rendered and goods actually received.

VI.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement. The County does not agree to arbitration.

VII.

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

VIII.

Right to Audit: RHB agrees that Client 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 RHB which are directly pertinent to the services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. RHB agrees that Client shall have access during normal working hours to all necessary RHB facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Client shall give RHB reasonable advance notice of intended audits.

IX.

No Assignment: This Agreement may not be assigned without the County's prior written consent.

X.

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

XI.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

XII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature
Date: _____, 2022

RHB CONSTRUCTION, INC.:

Authorized Signature
Date: 12-12-22, 2022

Commissioners Court - Regular Session **59.**

Meeting Date: 12/20/2022

HNTB 70391 GEC Road Bond Contract Amendment 5

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. 5 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant– Construction Management/Inspection Services.

Background

This contract amendment adjusts the rate schedule to align with the change in the Consumer Price Index (CPI) in accordance with the Agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 70391 GEC Road Bond Contract Amendment 5

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/15/2022 10:26 AM
County Judge Exec Asst.	Becky Pruitt	12/15/2022 11:08 AM
Form Started By: Vicky Edwards		Started On: 12/14/2022 02:36 PM
Final Approval Date: 12/15/2022		

DocuSign Envelope ID: EA2DADDC-6E39-4DE5-B60D-6AA2BF4E8D7D

HNTB Corporation
Engineers Architects Planners

701 Brazos
Suite 450
Austin, Texas 78701

Telephone (512) 447-5590
Facsimile (512) 447-5329
www.hntb.com

Pamela Navarrette
Assistant Financial Director
Williamson County Auditor
710 S. Main Street, Suite 301
Georgetown, TX 78626

December 15, 2022

Ms. Navarrette,

Per our Agreement, effective December 15, 2022, with Williamson County as the Road Bond Program General Engineering Consultant for Construction Management Services, HNTB respectfully requests to begin use of the new 2022 Rates presented in Exhibit C, attached hereto.

This request for rate adjustment is in accordance with the Agreement whereas the Consumer Price Index (CPI) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100) has substantially moved higher and the product of the variances of the CPIs results in a 7.7% increase from our 2021 Rates. This is further summarized with backup documentation included in Exhibit C.

We will begin applying the 2022 Rates on our next invoice to Williamson County. We sincerely value our long-standing relationship with Williamson County. Should there be any concerns with this request please do not hesitate to contact Christen Eschberger at 512-563-1768.

Best regards,

Scott Haywood
Vice President, HNTB Companies

DocuSign Envelope ID: EA2DADDC-6E39-4DE5-B60D-6AA2BF4E8D7D

CONTRACT AMENDMENT NO. 5
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
(General Engineering Consultant (GEC) – Construction Management/Inspection Services)

THIS CONTRACT AMENDMENT No. **5** to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **HNTB Corporation** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services Dated effective **December 17, 2019** (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the Rate Schedule in Exhibit C of the contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The hourly Rates in the original Exhibit C of the Contract are hereby amended as shown in the attached revised Exhibit C.

All other terms of the Contract are unchanged and will remain in full force and effect.

DocuSign Envelope ID: EA2DADDC-6E39-4DE5-B60D-6AA2BF4E8D7D

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

Engineer:	**COUNTY:**
By: DocuSigned by: 9ACA541B923C447...	By: _____
Printed Name: A. Scott Haywood	Printed Name: _____
Title: Vice President	Title: _____
Date: 12/14/2022	Date: _____

DocuSign Envelope ID: EA2DADDC-6E39-4DE5-B60D-6AA2BF4E8D7D

HNTB

EXHIBIT C

RATE SCHEDULE

Classification	2021 Billing Rate	2021 Premuim OT Billing Rate	2022 Billing Rate	2022 Premuim OT Billing Rate
Principal	$390		$420	
Sr. Financial Advisor	$369		$397	
Sr. Project Advisor	$353		$380	
Project Advisor	$308		$332	
Sr. Project Manager	$297		$320	
Project Manager	$241		$260	
Deputy Project Manager	$217		$234	
Sr. Engineer	$217		$234	
Project Engineer	$184		$198	
Design Engineer	$146		$157	
EIT	$119		$128	
Sr. CADD Technician	$174		$187	
CADD Technician	$87		$94	
Principal Planner	$269		$290	
Sr. Environmental Specialist	$266		$286	
Environmental Specialist	$214		$230	
Sr. Environmental Planner	$168		$181	
Environmental Planner	$124		$134	
Sr. GIS Analyst	$189		$204	
GIS Analyst	$130		$140	
Sr. Public Involvement Representative	$126		$136	
Public Involvement Representative	$108		$116	
Sr. Urban Planner	$212		$228	
Urban Planner	$121		$130	
Sr. ROW Agent	$204		$220	
ROW Agent	$157		$169	
Sr. Construction Manager	$204		$220	
Construction Manager	$179		$193	
Sr. Construction Representative	$168	$197	$181	$212
Construction Representative III	$147	$172	$158	$185
Construction Representative II	$136	$160	$146	$172
Construction Representative	$98	$115	$106	$124
Sr. Developer	$187		$201	
Developer II	$163		$176	
Developer	$121		$130	
Sr. Business Manager	$214		$230	
Business Manager	$163		$176	
Sr. Project Analyst	$152		$164	
Project Analyst	$104		$112	
Quality Manager	$174		$187	
Sr. Project Controls	$157		$169	
Project Controls	$98		$106	
Sr. Scheduler	$217		$234	
Scheduler	$172		$185	
Administrative Assistant	$83		$89	
Intern	$81		$87	

Vehicle Leases will be reimbursed at a rate of $92.00/day

DocuSign Envelope ID: EA2DADDC-6E39-4DE5-B60D-6AA2BF4E8D7D

Summary of Changes to CPI

Month	Year	CPI
Nov	2021	268.36
Nov	2022	288.991
Variance		20.631
% Variance (escalation)		**7.7%**

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Consumer Price Index, South Region — November 2022

Prices in the South up 0.1 percent over the month and 7.7 percent over the past year

The Consumer Price Index for All Urban Consumers (CPI-U) for the South increased 0.1 percent in November, the U.S. Bureau of Labor Statistics reported today. The index for all items less food and energy rose 0.2 percent over the month. The energy index declined 1.7 percent in November, while the food index edged up 0.2 percent. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes reflect the impact of seasonal influences.)

The all items CPI-U for the South advanced 7.7 percent for the 12 months ending in November, after increasing 8.1 percent for the 12-month period ending in October. The index for all items less food and energy rose 6.9 percent over the past year. The food index and the energy index also increased over the last 12 months, up 11.1 percent and 10.2 percent, respectively. (See chart 1 and table 1.)

News Release Information

22-1345-ATL

Tuesday, December 13, 2022

Contacts

Technical information:

(404) 893-4222

BLSInfoAtlanta@bls.gov

www.bls.gov/regions/southeast

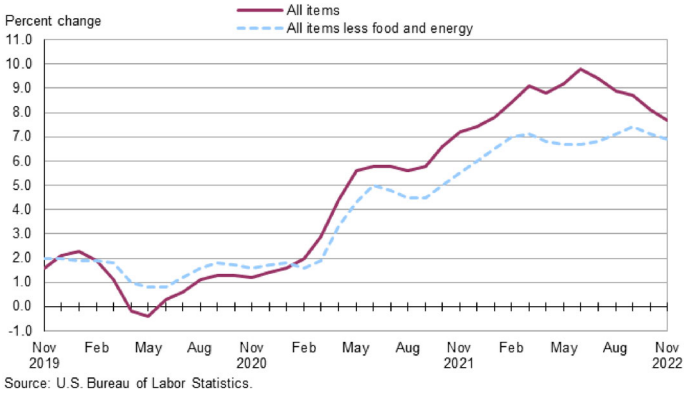
Media contact:

(404) 893-4220

Related Links

CPI chart package

Chart 1. Over-the-year percent change in CPI-U, South region, November 2019–November 2022



Source: U.S. Bureau of Labor Statistics.

View Chart Data

Food

The food index rose 0.2 percent in November, reflecting a 0.6-percent increase in the food away from home index. In contrast, the food at home index inched down 0.1 percent over the month, as declines were noted for the fruits and vegetables (-0.9 percent) and meats, poultry, fish, and eggs (-0.4 percent) food groups.

The food index advanced 11.1 percent for the 12 months ending in November. The food at home index rose 12.7 percent over the past year as all six major grocery store food group indexes increased. The food away from home index rose 8.6 percent over the past year.

Energy

The energy index declined 1.7 percent in November, led by decreases in the gasoline (-1.8 percent) and electricity (-1.7 percent) indexes. The index for natural gas also declined in November, down 3.1 percent.

The energy index rose 10.2 percent for the 12 months ending in November. Increases were noted for electricity (+16.2 percent), gasoline (+4.2 percent) and natural gas (+15.8 percent).

All items less food and energy

The index for all items less food and energy rose 0.2 percent in November, primarily reflecting a 0.8-percent increase in the shelter index. Within shelter, owners' equivalent rent rose 0.9 percent over the month and rent of primary residence rose 1.1 percent. Several indexes declined in November, most notable include used cars and trucks (-2.8 percent) and medical care services (-0.9 percent).

The index for all items less food and energy advanced 6.9 percent for the 12 months ending in November, after increasing 7.1 percent over the 12-month period ending in October. Several components contributed to the 12-month increase, most notably, shelter (+9.1 percent). Within shelter, owner's equivalent rent increased 8.9 percent over the past year and rent of primary residence rose 10.9 percent.

Geographic divisions

Additional price indexes are now available for the three divisions of the South. In November, the all items index rose 0.3 percent in the South Atlantic division. The all items index declined 0.4 percent in the West South Central division and 0.1 percent in the East South Central division in November.

Over the year, the all items index advanced 8.1 percent in the South Atlantic division, 7.4 percent in the West South Central division, and 6.3 percent in the East South Central division.

Table A. South region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2018		2019		2020		2021		2022	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.5	1.8	0.2	1.2	0.3	2.3	0.5	1.6	0.9	7.8
February	0.6	2.1	0.5	1.1	0.2	1.9	0.5	2.0	1.1	8.4

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Month	2018		2019		2020		2021		2022	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
March	0.2	2.3	0.7	1.6	-0.1	1.1	0.8	2.9	1.4	9.1
April	0.4	2.4	0.5	1.8	-0.8	-0.2	0.7	4.4	0.5	8.8
May	0.3	2.7	-0.1	1.4	-0.2	-0.4	0.8	5.6	1.2	9.2
June	0.2	2.7	-0.1	1.1	0.6	0.3	0.9	5.8	1.5	9.8
July	0.0	2.9	0.3	1.4	0.6	0.6	0.5	5.8	0.1	9.4
August	-0.1	2.4	-0.1	1.4	0.4	1.1	0.3	5.6	-0.2	8.9
September	0.0	1.7	0.0	1.3	0.2	1.3	0.3	5.8	0.2	8.7
October	0.2	2.1	0.2	1.3	0.1	1.3	1.0	6.6	0.4	8.1
November	-0.3	1.9	0.0	1.6	-0.1	1.2	0.4	7.2	0.1	7.7
December	-0.5	1.5	0.0	2.1	0.2	1.4	0.3	7.4		

The Consumer Price Index for December 2022 is scheduled to be released on Thursday, January 12 at 8:30 a.m. (ET).

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from $100 to $107. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the CPI section of the BLS Handbook of Methods available on the internet at www.bls.gov/opub/hom/cpi/.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The **South region** is comprised of Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods
South (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	Sep. 2022	Oct. 2022	Nov. 2022	Nov. 2021	Sep. 2022	Oct. 2022
Expenditure category						
All Items	287.656	288.836	288.991	7.7	0.5	0.1
All items (December 1977=100)	466.619	468.533	468.784	-	-	-
Food and beverages	305.543	307.885	308.552	10.7	1.0	0.2
Food	309.105	311.524	312.103	11.1	1.0	0.2
Food at home	294.198	296.644	296.475	12.7	0.8	-0.1
Cereal and bakery products	349.113	348.943	351.167	16.2	0.6	0.6
Meats, poultry, fish, and eggs	312.602	314.999	313.744	7.5	0.4	-0.4
Dairy and related products	270.267	270.634	272.000	17.1	0.6	0.5
Fruits and vegetables	327.368	331.867	328.955	9.1	0.5	-0.9
Nonalcoholic beverages and beverage materials	204.004	207.179	207.394	15.9	1.7	0.1

Footnotes
(1) Indexes on a December 1982=100 base.
(2) Indexes on a December 1997=100 base.
(3) Special index based on a substantially smaller sample.
(4) Indexes on a December 1993=100 base.
(5) Indexes on a December 1977=100 base.

- Data not available.
Regions defined as the four Census regions. South includes Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.
NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.

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Item and Group	Indexes			Percent change from-		
	Sep. 2022	Oct. 2022	Nov. 2022	Nov. 2021	Sep. 2022	Oct. 2022
Other food at home	261.125	263.482	263.844	15.2	1.0	0.1
Food away from home	332.769	335.110	337.045	8.6	1.3	0.6
Alcoholic beverages	256.052	257.323	259.209	4.6	1.2	0.7
Housing	285.527	287.255	288.299	9.6	1.0	0.4
Shelter	326.358	328.859	331.346	9.1	1.5	0.8
Rent of primary residence	346.963	350.275	354.198	10.9	2.1	1.1
Owners' equiv. rent of residences(1)	328.026	330.657	333.504	8.9	1.7	0.9
Owners' equiv. rent of primary residence(1)	328.026	330.655	333.502	8.9	1.7	0.9
Fuels and utilities	298.740	297.757	294.137	13.4	-1.5	-1.2
Household energy	248.888	247.374	242.953	16.4	-2.4	-1.8
Energy services	248.485	246.776	241.976	16.2	-2.6	-1.9
Electricity	239.843	237.971	233.860	16.2	-2.5	-1.7
Utility (piped) gas service	285.328	284.825	275.896	15.8	-3.3	-3.1
Household furnishings and operations	146.275	147.092	146.301	8.7	0.0	-0.5
Apparel	139.289	139.069	136.937	4.0	-1.7	-1.5
Transportation	265.348	266.021	264.141	6.8	-0.5	-0.7
Private transportation	266.854	267.237	265.426	6.0	-0.5	-0.7
New and used motor vehicles(2)	132.058	130.888	129.407	2.6	-2.0	-1.1
New vehicles	183.582	184.452	184.487	8.2	0.5	0.0
New cars and trucks(2)(3)	-	-	-	-	-	-
New cars(3)	183.490	183.754	183.637	8.9	0.1	-0.1
Used cars and trucks	204.436	199.567	193.923	-3.7	-5.1	-2.8
Motor fuel	295.417	298.069	293.137	4.9	-0.8	-1.7
Gasoline (all types)	292.146	294.628	289.427	4.2	-0.9	-1.8
Unleaded regular(3)	285.463	288.047	282.884	4.0	-0.9	-1.8
Unleaded midgrade(3)(4)	326.336	327.675	322.168	4.8	-1.3	-1.7
Unleaded premium(3)	316.790	318.166	313.261	5.0	-1.1	-1.5
Medical care	526.044	524.379	520.021	3.6	-1.1	-0.8
Medical care commodities	368.203	368.319	366.460	3.5	-0.5	-0.5
Medical care services	579.512	577.223	572.000	3.6	-1.3	-0.9
Professional services	393.719	394.829	393.899	2.1	0.0	-0.2
Recreation(2)	131.706	132.171	133.642	5.9	1.5	1.1
Education and communication(2)	138.724	138.796	139.614	0.1	0.6	0.6
Tuition, other school fees, and child care(5)	1,435.473	1,438.622	1,441.796	3.1	0.4	0.2
Other goods and services	490.976	492.794	498.593	7.6	1.6	1.2
Commodity and service group						
All Items	287.656	288.836	288.991	7.7	0.5	0.1
Commodities	220.461	220.976	219.757	6.4	-0.3	-0.6
Commodities less food and beverages	180.881	180.774	179.006	4.2	-1.0	-1.0
Nondurables less food and beverages	231.697	232.992	231.117	6.3	-0.3	-0.8
Nondurables less food, beverages, and apparel	287.411	289.515	287.690	6.9	0.1	-0.6
Durables	132.538	131.715	130.217	2.4	-1.8	-1.1
Services	354.916	356.783	358.390	8.5	1.0	0.5
Rent of shelter(1)	335.914	338.502	341.089	9.2	1.5	0.8
Transportation services	416.857	423.338	426.943	15.9	2.4	0.9
Other services	374.447	375.427	380.883	4.0	1.7	1.5

Footnotes

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Item and Group	Indexes			Percent change from-		
	Sep. 2022	Oct. 2022	Nov. 2022	Nov. 2021	Sep. 2022	Oct. 2022
Special aggregate indexes						
All items less medical care	274.523	275.842	276.223	8.1	0.6	0.1
All items less food	284.157	285.161	285.256	7.2	0.4	0.0
All items less shelter	273.764	274.428	273.664	7.0	0.0	-0.3
Commodities less food	183.324	183.246	181.549	4.2	-1.0	-0.9
Nondurables	266.562	268.349	267.660	8.7	0.4	-0.3
Nondurables less food	232.730	234.022	232.358	6.2	-0.2	-0.7
Nondurables less food and apparel	283.226	285.250	283.741	6.7	0.2	-0.5
Services less rent of shelter(1)	390.004	391.011	391.418	7.7	0.4	0.1
Services less medical care services	334.577	336.753	338.880	9.2	1.3	0.6
Energy	265.148	265.570	261.005	10.2	-1.6	-1.7
All items less energy	291.577	292.840	293.470	7.5	0.6	0.2
All items less food and energy	289.147	290.228	290.867	6.9	0.6	0.2
Commodities less food and energy commodities	170.180	169.777	168.405	4.0	-1.0	-0.8
Energy commodities	300.948	303.767	299.166	5.3	-0.6	-1.5
Services less energy services	366.233	368.475	370.754	8.0	1.2	0.6

Footnotes
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Last Modified Date: Tuesday, December 13, 2022

U.S. BUREAU OF LABOR STATISTICS Southeast Information Office Suite 7T50 61 Forsyth St., S.W. Atlanta, GA 30303

Telephone:1-404-893-4222 www.bls.gov/regions/southeast Contact Southeast Region

Commissioners Court - Regular Session **60.**

Meeting Date: 12/20/2022

HNTB 77139 GEC Road and Bridge Contract Amendment 6

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. 6 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant – Construction Management/Inspection Services for Williamson County Road and Bridge Department Projects.

Background

This contract amendment adjusts the rate schedule to align with the change in the Consumer Price Index (CPI) in accordance with the Agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 77139 GEC Road and Bridge Contract Amendment 6

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/15/2022 10:26 AM
County Judge Exec Asst.	Becky Pruitt	12/15/2022 11:13 AM
Form Started By: Vicky Edwards		Started On: 12/14/2022 02:37 PM
Final Approval Date: 12/15/2022		

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Facsimile (512) 447-5329
www.hntb.com

Pamela Navarrette
Assistant Financial Director
Williamson County Auditor
710 S. Main Street, Suite 301
Georgetown, TX 78626

December 15, 2022

Ms. Navarrette,

Per our Agreement, effective December 15, 2022, with Williamson County as the Road and Bridge Department Projects General Engineering Consultant for Construction Management Services, HNTB respectfully requests to begin use of the new 2022 Rates presented in Exhibit C, attached hereto.

This request for rate adjustment is in accordance with the Agreement whereas the Consumer Price Index (CPI) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100) has substantially moved higher and the product of the variances of the CPIs results in a 7.7% increase from our 2021 Rates. This is further summarized with backup documentation included in Exhibit C.

We will begin applying the 2022 Rates on our next invoice to Williamson County. We sincerely value our long-standing relationship with Williamson County. Should there be any concerns with this request please do not hesitate to contact Christen Eschberger at 512-563-1768.

Best regards,

Scott Haywood
Vice President, HNTB Companies

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CONTRACT AMENDMENT NO. 6
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
(General Engineering Consultant (GEC) – Construction Management/Inspection Services for Williamson County Road and Bridge Department Projects)

THIS CONTRACT AMENDMENT No. **6** to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **HNTB Corporation** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services Dated effective **December 17, 2019** (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the Rate Schedule in Exhibit C of the contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The hourly Rates in the original Exhibit C of the Contract are hereby amended as shown in the attached revised Exhibit C.

All other terms of the Contract are unchanged and will remain in full force and effect.

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IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

Engineer:	**COUNTY:**
By: DocuSigned by: 9ACA541B923C447...	By: _____
Printed Name: A. Scott Haywood	Printed Name: _____
Title: Vice President	Title: _____
Date: 12/14/2022	Date: _____

DocuSign Envelope ID: EA2DADDC-6E39-4DE5-B60D-6AA2BF4E8D7D

EXHIBIT C

RATE SCHEDULE

Classification	2021 Billing Rate	2021 Premuim OT Billing Rate	2022 Billing Rate	2022 Premuim OT Billing Rate
Principal	$390		$420	
Sr. Financial Advisor	$369		$397	
Sr. Project Advisor	$353		$380	
Project Advisor	$308		$332	
Sr. Project Manager	$297		$320	
Project Manager	$241		$260	
Deputy Project Manager	$217		$234	
Sr. Engineer	$217		$234	
Project Engineer	$184		$198	
Design Engineer	$146		$157	
EIT	$119		$128	
Sr. CADD Technician	$174		$187	
CADD Technician	$87		$94	
Principal Planner	$269		$290	
Sr. Environmental Specialist	$266		$286	
Environmental Specialist	$214		$230	
Sr. Environmental Planner	$168		$181	
Environmental Planner	$124		$134	
Sr. GIS Analyst	$189		$204	
GIS Analyst	$130		$140	
Sr. Public Involvement Representative	$126		$136	
Public Involvement Representative	$108		$116	
Sr. Urban Planner	$212		$228	
Urban Planner	$121		$130	
Sr. ROW Agent	$204		$220	
ROW Agent	$157		$169	
Sr. Construction Manager	$204		$220	
Construction Manager	$179		$193	
Sr. Construction Representative	$168	$197	$181	$212
Construction Representative III	$147	$172	$158	$185
Construction Representative II	$136	$160	$146	$172
Construction Representative	$98	$115	$106	$124
Sr. Developer	$187		$201	
Developer II	$163		$176	
Developer	$121		$130	
Sr. Business Manager	$214		$230	
Business Manager	$163		$176	
Sr. Project Analyst	$152		$164	
Project Analyst	$104		$112	
Quality Manager	$174		$187	
Sr. Project Controls	$157		$169	
Project Controls	$98		$106	
Sr. Scheduler	$217		$234	
Scheduler	$172		$185	
Administrative Assistant	$83		$89	
Intern	$81		$87	

Vehicle Leases will be reimbursed at a rate of $92.00/day

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Summary of Changes to CPI

Month	Year	CPI
Nov	2021	268.36
Nov	2022	288.991
Variance		20.631
% Variance (escalation)		**7.7%**

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News Release Information

22-1345-ATL

Tuesday, December 13, 2022

Contacts

Technical information:

(404) 893-4222

BLSInfoAtlanta@bls.gov

www.bls.gov/regions/southeast

Media contact:

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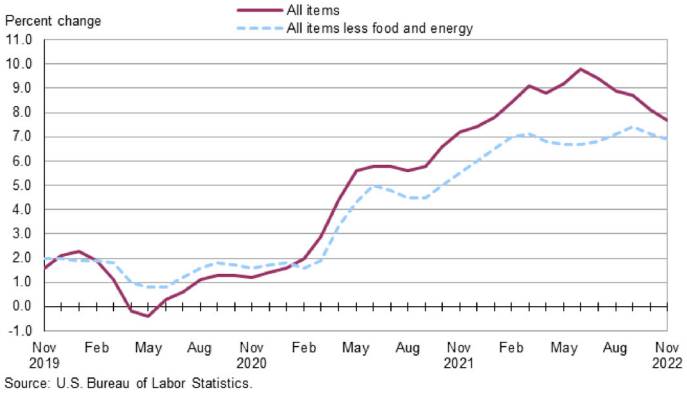
Related Links

CPI chart package

Chart 1. Over-the-year percent change in CPI-U, South region, November 2019–November 2022



Source: U.S. Bureau of Labor Statistics.

View Chart Data

Food

The food index rose 0.2 percent in November, reflecting a 0.6-percent increase in the food away from home index. In contrast, the food at home index inched down 0.1 percent over the month, as declines were noted for the fruits and vegetables (-0.9 percent) and meats, poultry, fish, and eggs (-0.4 percent) food groups.

The food index advanced 11.1 percent for the 12 months ending in November. The food at home index rose 12.7 percent over the past year as all six major grocery store food group indexes increased. The food away from home index rose 8.6 percent over the past year.

Energy

The energy index declined 1.7 percent in November, led by decreases in the gasoline (-1.8 percent) and electricity (-1.7 percent) indexes. The index for natural gas also declined in November, down 3.1 percent.

The energy index rose 10.2 percent for the 12 months ending in November. Increases were noted for electricity (+16.2 percent), gasoline (+4.2 percent) and natural gas (+15.8 percent).

All items less food and energy

The index for all items less food and energy rose 0.2 percent in November, primarily reflecting a 0.8-percent increase in the shelter index. Within shelter, owners' equivalent rent rose 0.9 percent over the month and rent of primary residence rose 1.1 percent. Several indexes declined in November, most notable include used cars and trucks (-2.8 percent) and medical care services (-0.9 percent).

The index for all items less food and energy advanced 6.9 percent for the 12 months ending in November, after increasing 7.1 percent over the 12-month period ending in October. Several components contributed to the 12-month increase, most notably, shelter (+9.1 percent). Within shelter, owner's equivalent rent increased 8.9 percent over the past year and rent of primary residence rose 10.9 percent.

Geographic divisions

Additional price indexes are now available for the three divisions of the South. In November, the all items index rose 0.3 percent in the South Atlantic division. The all items index declined 0.4 percent in the West South Central division and 0.1 percent in the East South Central division in November.

Over the year, the all items index advanced 8.1 percent in the South Atlantic division, 7.4 percent in the West South Central division, and 6.3 percent in the East South Central division.

Table A. South region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2018		2019		2020		2021		2022	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.5	1.8	0.2	1.2	0.3	2.3	0.5	1.6	0.9	7.8
February	0.6	2.1	0.5	1.1	0.2	1.9	0.5	2.0	1.1	8.4

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Month	2018		2019		2020		2021		2022	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
March	0.2	2.3	0.7	1.6	-0.1	1.1	0.8	2.9	1.4	9.1
April	0.4	2.4	0.5	1.8	-0.8	-0.2	0.7	4.4	0.5	8.8
May	0.3	2.7	-0.1	1.4	-0.2	-0.4	0.8	5.6	1.2	9.2
June	0.2	2.7	-0.1	1.1	0.6	0.3	0.9	5.8	1.5	9.8
July	0.0	2.9	0.3	1.4	0.6	0.6	0.5	5.8	0.1	9.4
August	-0.1	2.4	-0.1	1.4	0.4	1.1	0.3	5.6	-0.2	8.9
September	0.0	1.7	0.0	1.3	0.2	1.3	0.3	5.8	0.2	8.7
October	0.2	2.1	0.2	1.3	0.1	1.3	1.0	6.6	0.4	8.1
November	-0.3	1.9	0.0	1.6	-0.1	1.2	0.4	7.2	0.1	7.7
December	-0.5	1.5	0.0	2.1	0.2	1.4	0.3	7.4		

The Consumer Price Index for December 2022 is scheduled to be released on Thursday, January 12 at 8:30 a.m. (ET).

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from $100 to $107. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the CPI section of the BLS Handbook of Methods available on the internet at www.bls.gov/opub/hom/cpi/.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The **South region** is comprised of Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods
South (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	Sep. 2022	Oct. 2022	Nov. 2022	Nov. 2021	Sep. 2022	Oct. 2022
Expenditure category						
All Items	287.656	288.836	288.991	7.7	0.5	0.1
All items (December 1977=100)	466.619	468.533	468.784	-	-	-
Food and beverages	305.543	307.885	308.552	10.7	1.0	0.2
Food	309.105	311.524	312.103	11.1	1.0	0.2
Food at home	294.198	296.644	296.475	12.7	0.8	-0.1
Cereal and bakery products	349.113	348.943	351.167	16.2	0.6	0.6
Meats, poultry, fish, and eggs	312.602	314.999	313.744	7.5	0.4	-0.4
Dairy and related products	270.267	270.634	272.000	17.1	0.6	0.5
Fruits and vegetables	327.368	331.867	328.955	9.1	0.5	-0.9
Nonalcoholic beverages and beverage materials	204.004	207.179	207.394	15.9	1.7	0.1

Footnotes
(1) Indexes on a December 1982=100 base.
(2) Indexes on a December 1997=100 base.
(3) Special index based on a substantially smaller sample.
(4) Indexes on a December 1993=100 base.
(5) Indexes on a December 1977=100 base.

- Data not available.
Regions defined as the four Census regions. South includes Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.
NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.

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Item and Group	Indexes			Percent change from-		
	Sep. 2022	Oct. 2022	Nov. 2022	Nov. 2021	Sep. 2022	Oct. 2022
Other food at home	261.125	263.482	263.844	15.2	1.0	0.1
Food away from home	332.769	335.110	337.045	8.6	1.3	0.6
Alcoholic beverages	256.052	257.323	259.209	4.6	1.2	0.7
Housing	285.527	287.255	288.299	9.6	1.0	0.4
Shelter	326.358	328.859	331.346	9.1	1.5	0.8
Rent of primary residence	346.963	350.275	354.198	10.9	2.1	1.1
Owners' equiv. rent of residences(1)	328.026	330.657	333.504	8.9	1.7	0.9
Owners' equiv. rent of primary residence(1)	328.026	330.655	333.502	8.9	1.7	0.9
Fuels and utilities	298.740	297.757	294.137	13.4	-1.5	-1.2
Household energy	248.888	247.374	242.953	16.4	-2.4	-1.8
Energy services	248.485	246.776	241.976	16.2	-2.6	-1.9
Electricity	239.843	237.971	233.860	16.2	-2.5	-1.7
Utility (piped) gas service	285.328	284.825	275.896	15.8	-3.3	-3.1
Household furnishings and operations	146.275	147.092	146.301	8.7	0.0	-0.5
Apparel	139.289	139.069	136.937	4.0	-1.7	-1.5
Transportation	265.348	266.021	264.141	6.8	-0.5	-0.7
Private transportation	266.854	267.237	265.426	6.0	-0.5	-0.7
New and used motor vehicles(2)	132.058	130.888	129.407	2.6	-2.0	-1.1
New vehicles	183.582	184.452	184.487	8.2	0.5	0.0
New cars and trucks(2)(3)	-	-	-	-	-	-
New cars(3)	183.490	183.754	183.637	8.9	0.1	-0.1
Used cars and trucks	204.436	199.567	193.923	-3.7	-5.1	-2.8
Motor fuel	295.417	298.069	293.137	4.9	-0.8	-1.7
Gasoline (all types)	292.146	294.628	289.427	4.2	-0.9	-1.8
Unleaded regular(3)	285.463	288.047	282.884	4.0	-0.9	-1.8
Unleaded midgrade(3)(4)	326.336	327.675	322.168	4.8	-1.3	-1.7
Unleaded premium(3)	316.790	318.166	313.261	5.0	-1.1	-1.5
Medical care	526.044	524.379	520.021	3.6	-1.1	-0.8
Medical care commodities	368.203	368.319	366.460	3.5	-0.5	-0.5
Medical care services	579.512	577.223	572.000	3.6	-1.3	-0.9
Professional services	393.719	394.829	393.899	2.1	0.0	-0.2
Recreation(2)	131.706	132.171	133.642	5.9	1.5	1.1
Education and communication(2)	138.724	138.796	139.614	0.1	0.6	0.6
Tuition, other school fees, and child care(5)	1,435.473	1,438.622	1,441.796	3.1	0.4	0.2
Other goods and services	490.976	492.794	498.593	7.6	1.6	1.2
Commodity and service group						
All Items	287.656	288.836	288.991	7.7	0.5	0.1
Commodities	220.461	220.976	219.757	6.4	-0.3	-0.6
Commodities less food and beverages	180.881	180.774	179.006	4.2	-1.0	-1.0
Nondurables less food and beverages	231.697	232.992	231.117	6.3	-0.3	-0.8
Nondurables less food, beverages, and apparel	287.411	289.515	287.690	6.9	0.1	-0.6
Durables	132.538	131.715	130.217	2.4	-1.8	-1.1
Services	354.916	356.783	358.390	8.5	1.0	0.5
Rent of shelter(1)	335.914	338.502	341.089	9.2	1.5	0.8
Transportation services	416.857	423.338	426.943	15.9	2.4	0.9
Other services	374.447	375.427	380.883	4.0	1.7	1.5

Footnotes

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\- Data not available.

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Item and Group	Indexes			Percent change from-		
	Sep. 2022	Oct. 2022	Nov. 2022	Nov. 2021	Sep. 2022	Oct. 2022
Special aggregate indexes						
All items less medical care	274.523	275.842	276.223	8.1	0.6	0.1
All items less food	284.157	285.161	285.256	7.2	0.4	0.0
All items less shelter	273.764	274.428	273.664	7.0	0.0	-0.3
Commodities less food	183.324	183.246	181.549	4.2	-1.0	-0.9
Nondurables	266.562	268.349	267.660	8.7	0.4	-0.3
Nondurables less food	232.730	234.022	232.358	6.2	-0.2	-0.7
Nondurables less food and apparel	283.226	285.250	283.741	6.7	0.2	-0.5
Services less rent of shelter(1)	390.004	391.011	391.418	7.7	0.4	0.1
Services less medical care services	334.577	336.753	338.880	9.2	1.3	0.6
Energy	265.148	265.570	261.005	10.2	-1.6	-1.7
All items less energy	291.577	292.840	293.470	7.5	0.6	0.2
All items less food and energy	289.147	290.228	290.867	6.9	0.6	0.2
Commodities less food and energy commodities	170.180	169.777	168.405	4.0	-1.0	-0.8
Energy commodities	300.948	303.767	299.166	5.3	-0.6	-1.5
Services less energy services	366.233	368.475	370.754	8.0	1.2	0.6

Footnotes
(1) Indexes on a December 1982=100 base.
(2) Indexes on a December 1997=100 base.
(3) Special index based on a substantially smaller sample.
(4) Indexes on a December 1993=100 base.
(5) Indexes on a December 1977=100 base.

- Data not available.
Regions defined as the four Census regions. South includes Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.
NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.

Last Modified Date: Tuesday, December 13, 2022

U.S. BUREAU OF LABOR STATISTICS Southeast Information Office Suite 7T50 61 Forsyth St., S.W. Atlanta, GA 30303

Telephone:1-404-893-4222 www.bls.gov/regions/southeast Contact Southeast Region

Commissioners Court - Regular Session **61.**

Meeting Date: 12/20/2022

22IFB96 - CR 404 Hutto Water Line HDPE Pipe Change Order #1 (Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of ($2,878.00) for Project 22IFB96 CR 404 Hutto Water Line HDPE Pipe (Austin Underground, Inc.) P: 390 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overrun and underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also created a new item needed to reimburse the Contractor for an additional maintenance bond required to comply with the City of Hutto requirements. The City requires 100% Maintenance Bond for a two-year period where Williamson County only requires 20%. This Change Order adds one hundred five days (105) to the Contract to administratively match the date of the Contractor's request for Substantial Completion. The HDPE pipe was delivered per the Contract requirements but the letter requesting Substantial Completion was submitted late.

A new pay item will be added by this Change Order. Please see attached Change Order.

This Change Order results in a net decrease of $2,878.00 to the Contract amount, for an adjusted Contract total of $1,859,321.25 The original Contract amount was $1,862,199.25. As a result of this and all Change Orders to-date, $2,878.00 has been deducted from the Contract, resulting in an 0.15% net decrease in the overall Contract cost. As a result of this Change Order, (105) days will be added to the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB96-CR 404 Hutto Water Line CO#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/15/2022 10:07 AM
Form Started By: Julissa Vasquez		Started On: 12/13/2022 09:05 AM
Final Approval Date: 12/15/2022		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1

Project:	***22IFB96***
Roadway:	**CR 404**
CSJ Number:	

1. CONTRACTOR: **Austin Underground, Inc.**

2. Change Order Work Limits: Sta. **10+00** to Sta. **136+51**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **3F** (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

3F. County Convenience. Additional work desired by the County. This Change Order creates an item to reimburse the Contractor for the additional bond premium paid to comply with the City of Hutto bond requirements. Additionally, there will be one hundred five days (105) added to the Contract to administratively match the date of the Contractor's request for Subtantial Completion. The HDPE pipe was delivered per the Contract requirements but the letter requesting Substantial Completion was submitted late.

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: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 12-14-22

By _____

Typed/Printed Name Valentin J Gomez, Jr

Typed/Printed Title Sr Project Manager

The following information must be provided

Time Ext. #: **1** Days added on this CO: **105**

Amount added by this change order: **($2,878.00)**

RECOMMENDED FOR EXECUTION:

12/14/2022
Project Manager Date

N/A
Design Engineer Date

12/14/2022
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***1*** ***Project #*** ***22IFB96***

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
999-WC01	FORCE ACCOUNT	DOL	$1.00	25,000.00	$25,000.00	(22,122.00)	2,878.00	$2,878.00	($22,122.00)
999-WC01	FORCE ACCOUNT	DOL	$1.00	2,878.00	$2,878.00	(2,878.00)	0.00	$0.00	($2,878.00)
999-WC02	MAINTENANCE BOND PAYMENT	DOL	$1.00	0.00	$0.00	22,122.00	22,122.00	$22,122.00	$22,122.00
TOTALS					$27,878.00			$25,000.00	($2,878.00)

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 Water Line HDPE Pipe
Williamson County Project No. 22IFB96

Change Order No. 1
Reason for Change

This Change Order creates an item to reimburse the Contractor for the additional bond premium paid to comply with the City of Hutto maintenance bond requirements. The City requires 100% Maintenance Bond for a two-year period where Williamson County only requires 20%. Additionally, this Change Order adds one hundred five days (105) to the Contract to administratively match the date of the Contractor's request for Substantial Completion. The HDPE pipe was delivered per the Contract requirements but the letter requesting Substantial Completion was submitted late.

The following new item will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999-WC02	BOND PAYMENT	1.00	DOL

This Change Order results in a net decrease of $2,878.00 to the Contract amount, for an adjusted Contract total of $1,859,321.25 The original Contract amount was $1,862,199.25. As a result of this and all Change Orders to-date, $2,878.00 has been deducted from the Contract, resulting in an 0.15% net decrease in the overall Contract cost. As a result of this Change Order, (105) days will be added to the contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

USI Southwest

PO Box 61187 * Virginia Beach, VA 23466

---------- INVOICE ----------

Austin Underground, Inc.
P. O. Box 5650
Lago Vista, TX 78645-5650

Named Insured: Austin Underground, Inc.

Invoice Date	05/17/22
Invoice No.	4161614
Bill-To Code	AUSTIUND2
Client Code	AUSTIUND2
Inv Order No.	377*6743878
Payment Due	
Amount Remitted: $	

Please return this portion with your payment.

Make checks payable to: USI Southwest

Effective Date	Policy Period	Coverage Description	Transaction Amount
05/11/22	05/11/22 to 05/11/23	Endurance Assurance Corporation Policy No. EACX4023174 *Renewal - Contract Bond	22,122.00
		Payment & Performance Bond for: Williamson County	
		Bond Desc: CR 404 Hutto Water Line HDPE Pipe	
		Bond Amt: $1,862,199.25	
		Invoice Number: 4161614 Amount Due:	22,122.00

*Premiums Due and Payable on Effective Date

ORIGINAL INVOICE

Commissioners Court - Regular Session **62.**

Meeting Date: 12/20/2022

2138 CR 101 Reconstruction Change Order #5 (Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of ($727,246.14) for Project 2138 CR 101 Reconstruction (James Construction Group) P: 269 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overrun and underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds items to the contract to compensate the Contractor for various work including the removal of the drainage pipe at Driveway 19, installing a box culvert and the safety end treatments, compensation for unused water line materials that could not be restocked, and compensation for the relocation of encasement due to changing field conditions.

This Change Order also adds sixty-four (64) additional days to the contract due to the presence of groundwater in the middle portion of the project that affected the contractor's ability to progress the critical path of the project. Additionally, the existing drainage area near the newly installed bridge class culvert overflowed and saturated the pavement structure of the new CR 101 causing it to fail. The contractor was directed to rebuild and protect the slope, by removing and replacing the damaged pavement structure. This caused the need for additional work and required the contractor to adjust their schedule accordingly.

Multiple bid items will be added to the Contract to allow for payment. Please see attached Change Order.

This Change Order results in a decrease of $727,246.14 to the Contract amount, for an adjusted Contract total of $12,307,528.60. The original Contract amount was $13,092,842.00. As a result of this and all Change Orders to-date, $785,313.40 has been deducted from the Contract, resulting in a 6% net decrease in the Contract cost. Sixty-four (64) additional days will be added to the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2138-CR 101 CO#5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/15/2022 11:12 AM
Form Started By: Julissa Vasquez		Started On: 12/13/2022 09:23 AM
Final Approval Date: 12/15/2022		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 5

1. CONTRACTOR: James Construction Group

2. Change Order Work Limits: Sta. 10+06 to Sta. 208-51

3. Type of Change(on federal-aid non-exempt projects): Major (Major/Minor)

4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project:	2138
Roadway:	CR 101
CSJ Number:	

5. Describe the work being revised:

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overrun and underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds items to the contract to compensate the Contractor for various work including the removal of the drainage pipe at Driveway 19, installing a box culvert and the safety end treatments for the culvert per RFI 20, compensation for unused water line materials that could not be restocked, and compensation for relocation of encasement due to changing field conditions.

6. Work to be performed in accordance with Items: **See attached.**

7. New or revised plan sheet(s) are attached and numbered: **2, 19, 133, 169, 195A (all issued w/ RFI 20)**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 12-7-22

By

Typed/Printed Name Joey Williams

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: 1 Days added on this CO: 64

Amount added by this change order: ($727,246.14)

RECOMMENDED FOR EXECUTION:

Project Manager 12/9/2022 Date

N/A
Design Engineer Date

Program Manager 12/9/2022 Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5 ***Project # 2138***

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
100-6002	PREPARING ROW	STA	$7,213.82	181.00	$1,305,701.42	(9.00)	172.00	$1,240,777.04	($64,924.38)
103-6001	DISPOSAL OF WATER WELLS	EA	$2,500.00	2.00	$5,000.00	(1.00)	1.00	$2,500.00	($2,500.00)
104-6009	REMOVING CONC (RIPRAP)	SY	$3.02	495.00	$1,494.90	(83.62)	411.38	$1,242.37	($252.53)
104-6024	REMOVING CONC (RETAINING WALLS)	SY	$12.22	35.00	$427.70	53.89	88.89	$1,086.24	$658.54
106-6001	OBLITERATIING ABANDONED ROAD	STA	$5,000.00	16.00	$80,000.00	(0.11)	15.89	$79,450.00	($550.00)
110-6001	EXCAVATION (ROADWAY)	CY	$3.86	72,360.00	$279,309.60	(1,833.00)	70,527.00	$272,234.22	($7,075.38)
132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	$4.55	68,292.00	$310,728.60	(440.21)	67,851.79	$308,725.64	($2,002.96)
161-WC001	EROSION CONTROL COMPOST (3")	SY	$5.00	45,962.00	$229,810.00	(45,962.00)	0.00	$0.00	($229,810.00)
162-WC103	MULCH TOPDRESSING (8")	SY	$0.23	45,962.00	$10,571.26	(45,962.00)	0.00	$0.00	($10,571.26)
164-WC11	SEEDING FOR EROSION CONTROL (PERM)(TY 11)	SY	$0.39	183,849.00	$71,701.11	(124,691.00)	59,158.00	$23,071.62	($48,629.49)
166-6002	FERTILIZER	TON	$900.00	12.00	$10,800.00	(10.5600)	1.4400	$1,296.00	($9,504.00)
168-WC01	VEGETATIVE WATERING	MG	$14.36	3,677.00	$52,801.72	(3,333.00)	344.00	$4,939.84	($47,861.88)
169-6001	SOIL RETENTION BLANKETS (CL 1)(TY A)	SY	$1.25	39,196.00	$48,995.00	4,924.00	44,120.00	$55,150.00	$6,155.00
247-6004	FL BS (CMP IN PLACE)(TY A GR 4)(IN VEH)	CY	$26.03	200.00	$5,206.00	(200.00)	0.00	$0.00	($5,206.00)
247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	CY	$27.74	39,441.33	$1,094,102.49	(1,470.87)	37,970.46	$1,053,300.56	($40,801.93)
275-6001	CEMENT	TON	$200.00	52.00	$10,400.00	(52.00)	0.00	$0.00	($10,400.00)
275-6080	CEMENT TREAT (SUBGRADE)(12")	SY	$2.29	3,508.00	$8,033.32	(3,508.00)	0.00	$0.00	($8,033.32)
316-6193	AGGR(TY-D GR-5 SAC-B)	CY	$70.00	976.00	$68,320.00	(81.00)	895.00	$62,650.00	($5,670.00)
316-6413	ASPH(AC-15, HFRS-2P OR CRS-2P)	GAL	$3.00	42,651.00	$127,953.00	(8,726.00)	33,925.00	$101,775.00	($26,178.00)
341-6042	D-GR HMA TY-D SAC-B PG70-22	TON	$93.00	22,852.00	$2,125,236.00	(1,780.12)	21,071.88	$1,959,684.84	($165,551.16)
400-6008	CUT & RESTORE ASPH PAVING	SY	$57.93	24.00	$1,390.32	(24.00)	0.00	$0.00	($1,390.32)
401-6001	FLOWABLE BACKFILL	CY	$100.10	15.00	$1,501.50	(15.00)	0.00	$0.00	($1,501.50)
432-6001	RIPRAP (CONC)(4 IN)	CY	$509.40	4.00	$2,037.60	66.00	70.00	$35,658.00	$33,620.40
432-6031	RIPRAP (STONE PROTECTION)(12 IN)	CY	$138.67	364.00	$50,475.88	31.11	395.11	$54,789.90	$4,314.02
432-6045	RIPRAP (MOW STRIP) (4 IN)	CY	$376.51	272.00	$102,410.72	(2.65)	269.35	$101,412.97	($997.75)
TOTALS					$6,004,408.14			$5,359,744.24	($644,663.90)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5 *Project # 2138*

TABLE B: Contract Items *(Continued)*

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
460-6002	CMP (GAL STL 18 IN)	LF	$44.25	169.00	$7,478.25	(169.00)	0.00	$0.00	($7,478.25)
460-6003	CMP (GAL STL 24 IN)	LF	$55.75	34.00	$1,895.50	(34.00)	0.00	$0.00	($1,895.50)
464-6003	RC PIPE (CL III) (18 IN)	LF	$65.41	480.00	$31,396.80	(32.00)	448.00	$29,303.68	($2,093.12)
464-6005	RC PIPE (CL III) (24 IN)	LF	$98.92	1547.00	$153,029.24	(30.00)	1,517.00	$150,061.64	($2,967.60)
465-6016	INLET (COMPL)(PCO)(3FT)(BOTH)	EA	$3,688.09	2.00	$7,376.18	1.50	3.50	$12,908.32	$5,532.14
467-6363	SET (TY II) (18 IN) (RCP) (6:1) (P)	EA	$1,250.06	3.00	$3,750.18	(1.00)	2.00	$2,500.12	($1,250.06)
480-6001	CLEAN EXISTING CULVERTS	EA	$2,270.30	3.00	$6,810.90	(3.00)	0.00	$0.00	($6,810.90)
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$5,686.46	18.00	$102,356.28	3.00	21.00	$119,415.66	$17,059.38
506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	$65.00	585.00	$38,025.00	(563.02)	21.98	$1,428.70	($36,596.30)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	$19.00	585.00	$11,115.00	(585.00)	0.00	$0.00	($11,115.00)
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	$9.75	111.00	$1,082.25	246.00	357.00	$3,480.75	$2,398.50
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	$8.50	111.00	$943.50	246.00	357.00	$3,034.50	$2,091.00
506-6040	BIODEG EROSN CONT LOGS (INSTL) (8")	LF	$2.75	15702.00	$43,180.50	(584.00)	15,118.00	$41,574.50	($1,606.00)
506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	$0.25	15702.00	$3,925.50	(584.00)	15,118.00	$3,779.50	($146.00)
512-6005	PORT CTB (FUR & INST)(F-SHAPE)(TY 1)	LF	$8.16	570.00	$4,651.20	(570.00)	0.00	$0.00	($4,651.20)
512-6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	$25.77	2000.00	$51,540.00	(1,520.00)	480.00	$12,369.60	($39,170.40)
512-6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	$37.36	120.00	$4,483.20	(80.00)	40.00	$1,494.40	($2,988.80)
512-6033	PORT CTB (MOVE)(LOW PROF)(TY 1)	LF	$3.13	780.00	$2,441.40	(300.00)	480.00	$1,502.40	($939.00)
512-6034	PORT CTB (MOVE)(LOW PROF)(TY 2)	LF	$9.79	120.00	$1,174.80	(80.00)	40.00	$391.60	($783.20)
512-6053	PORT CTB (REMOVE)(F-SHAPE)(TY 1)	LF	$6.82	570.00	$3,887.40	(570.00)	0.00	$0.00	($3,887.40)
512-6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	$5.73	2000.00	$11,460.00	(1,520.00)	480.00	$2,750.40	($8,709.60)
512-6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	$10.35	120.00	$1,242.00	(80.00)	40.00	$414.00	($828.00)
530-6004	DRIVEWAYS (CONC)	SY	$46.99	2407.00	$113,104.93	1,315.45	3,722.45	$174,917.93	$61,813.00
540-6001	MTL W-BEAM GD FEN (TIM POST)	LF	$20.15	4719.00	$95,087.85	118.50	4,837.50	$97,475.63	$2,387.78
540-6002	MTL W-BEAM GD FEN (STEEL POST)	LF	$53.70	269.00	$14,445.30	(106.50)	162.50	$8,726.25	($5,719.05)
544-6001	GUARDRAIL END TREATMENT (INSTALL)	EA	$2,527.00	17.00	$42,959.00	(2.00)	15.00	$37,905.00	($5,054.00)
545-6005	CRASH CUSH ATTEN (REMOVE)	EA	$1,250.00	2.00	$2,500.00	(2.00)	0.00	$0.00	($2,500.00)
545-6018	CRASH CUSHION ATTEN (INSTL)(S)(N)(TL2)	EA	$6,900.00	2.00	$13,800.00	(2.00)	0.00	$0.00	($13,800.00)
560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	$184.95	10.00	$1,849.50	4.00	14.00	$2,589.30	$739.80
644-6001	IN SM RD SN SUP&AM TY 10BWG(1)SA(P)	EA	$548.23	4.00	$2,192.92	1.00	5.00	$2,741.15	$548.23
644-6004	IN SM RD SN SUP&AM TY 10BWG(1)SA(T)	EA	$603.70	3.00	$1,811.10	(1.00)	2.00	$1,207.40	($603.70)
644-6017	IN SM RD SN SUP&AM TY 10BWG(2)SA(P)	EA	$974.10	2.00	$1,948.20	(2.00)	0.00	$0.00	($1,948.20)
658-6047	INSTL OM ASSM (OM-2Y)(WC)GND	EA	$49.95	10.00	$499.50	5.00	15.00	$749.25	$249.75
	The "Totals" from Table B of the previous work sheet:				$6,004,408.14			$5,359,744.24	($644,663.90)
	TOTALS				$6,787,851.52			$6,072,465.92	($715,385.60)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5 *Project # 2138*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
658-6062	INSTL DEL ASSM (D-SW) SZ 1 (BRF) GF2 (BI)	EA	$14.75	66.00	$973.50	13.00	79.00	$1,165.25	$191.75
658-6071	INSTL DEL ASSM (D-SY)SZ (BRF) CTB (BI)	EA	$11.00	12.00	$132.00	(12.00)	0.00	$0.00	($132.00)
662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	LF	$0.40	18437.00	$7,374.80	(2,081.00)	16,356.00	$6,542.40	($832.40)
662-6075	WK ZN PAV MRK REMOV (W)24"(SLD)	LF	$10.00	168.00	$1,680.00	(168.00)	0.00	$0.00	($1,680.00)
662-6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	LF	$0.40	34868.00	$13,947.20	(18,245.00)	16,623.00	$6,649.20	($7,298.00)
666-6005	REFL PAV MKR TY 1 (W)4"(DOT)(090MIL)	LF	$0.60	162.00	$97.20	(2.00)	160.00	$96.00	($1.20)
666-6035	REFL PAV MKR TY 1 (W)8"(DOT)(090MIL)	LF	$0.75	1713.00	$1,284.75	(156.00)	1,557.00	$1,167.75	($117.00)
666-6146	REFL PAV MKR TY 1 (Y)24"(SLD)(090MIL)	LF	$6.60	1019.00	$6,725.40	12.00	1,031.00	$6,804.60	$79.20
666-6302	RE PM W/RET REQ TY 1 (W)4"(SLD)(090MIL)	LF	$0.32	46860.00	$14,995.20	(3,203.00)	43,657.00	$13,970.24	($1,024.96)
666-6311	RE PM W/RET REQ TY 1 (Y)4"(BRK)(090MIL)	LF	$0.35	3831.00	$1,340.85	219.00	4,050.00	$1,417.50	$76.65
666-6314	RE PM W/RET REQ TY 1 (Y)4"(SLD)(090MIL)	LF	$0.32	27021.00	$8,646.72	(163.00)	26,858.00	$8,594.56	($52.16)
668-6076	PREFAB PAV MRK TY C (W) (24") (SLD)	LF	$13.00	162.00	$2,106.00	7.00	169.00	$2,197.00	$91.00
668-6077	PREFAB PAV MRK TY C (W) (ARROW)	EA	$220.00	16.00	$3,520.00	(2.00)	14.00	$3,080.00	($440.00)
668-6078	PREFAB PAV MRK TY C (W) (DBL ARROW)	EA	$320.00	1.00	$320.00	(1.00)	0.00	$0.00	($320.00)
668-6085	PREFAB PAV MRK TY C (W) (WORD)	EA	$275.00	12.00	$3,300.00	(2.00)	10.00	$2,750.00	($550.00)
672-6007	REFL PAV MRKR TY I-C	EA	$50.00	8.00	$400.00	73.00	81.00	$4,050.00	$3,650.00
5001-6002	GEOGRID BASE REINFORCEMENT (TY II)	SY	$0.92	95267.00	$87,645.64	(3,376.16)	91,890.84	$84,539.57	($3,106.07)
6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	$21.38	112.00	$2,394.56	124.00	236.00	$5,045.68	$2,651.12
J103-01	18" C-905, DR-18 PVC PIPE; W/TRACER WIRE; INSTALLED	LF	$220.00	20.00	$4,400.00	(20.00)	0.00	$0.00	($4,400.00)
J103-01	4" C-900, DR-18 PVC PIPE; W/TRACER WIRE; INSTALLED	LF	$35.73	2420.00	$86,466.60	20.00	2,440.00	$87,181.20	$714.60
J103-01	20" STEEL ENC. PIPE, BORED WITH 12" C-900, DR-18 RJ CARRIER PIPE; INSTALLED	LF	$498.96	250.00	$124,740.00	30.00	280.00	$139,708.80	$14,968.80
J103-01	18" GATE VALVE, BOX, AND MARKER; INSTALLED	EA	$10,543.06	2.00	$21,086.12	(2.00)	0.00	$0.00	($21,086.12)
J103-01	CONNECT NEW 18" TO EXISTING 18"; INSTALLED	EA	$6,500.00	1.00	$6,500.00	(1.00)	0.00	$0.00	($6,500.00)
J103-01	CONNECT NEW 16" TO EXISTING 16"; INSTALLED	EA	$4,400.000	3.00	$13,200.00	1.00	4.00	$17,600.00	$4,400.00
552-WC01	WIRE FENCE (TY C) (FENCE ONLY)	LF	$9.50	1749.00	$16,615.50	751.94	2,500.94	$23,758.93	$7,143.43
552-WC03	WIRE FENCE (TY C) (ADDED STRAND)	LF	$2.32	1749.00	$4,057.68	(198.00)	1,551.00	$3,598.32	($459.36)
J103-01	INSTALL FLUSH VALVE ASSEMBLY; INSTALLED	EA	$2,242.01	3.00	$6,726.03	1.00	4.00	$8,968.04	$2,242.01
341-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D)	DOL	$1.00	125,000.00	$125,000.00	(80,056.23)	44,943.77	$44,943.77	($80,056.23)
351-WC01	FORCE ACCOUNT - REPAIR OF EXISTING PAVEMENT	DOL	$1.00	50,000.00	$50,000.00	14,554.11	64,554.11	$64,554.11	$14,554.11
506-WC01	FORCE ACCOUNT - EROSION CONTROL MEASURES	DOL	$1.00	25,000.00	$25,000.00	(25,000.00)	0.00	$0.00	($25,000.00)
585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	DOL	$1.00	29,600.00	$29,600.00	(27,050.00)	2,550.00	$2,550.00	($27,050.00)
999-WC01	FORCE ACCOUNT-ROADWAY REPAIRS AND GRADING ON NORTH END	LS	$1.00	90,000.00	$90,000.00	32,072.46	122,072.46	$122,072.46	$32,072.46
J103-01	JONAH WATER ITEMS-MATERIAL REIMBURSEMENT	LS	$43,675.45	0.00	$0.00	1.00	1.00	$43,675.45	$43,675.45
462-6003	CONC BOX CULVERT (4 FT X 2 FT)	LF	$346.29	0.00	$0.00	60.00	60.00	$20,777.40	$20,777.40
467-6142	SET (TY I)(S=4FT)(HW=3FT)(6:1)(P)	EA	$3,220.64	0.00	$0.00	4.00	4.00	$12,882.56	$12,882.56
496-6083	REMOV STR (PIPE) F	LF	$72.12	0.00	$0.00	30.00	30.00	$2,163.60	$2,163.60
J103-01	RELOCATE 24" ENCASEMENT-PER JONAH WATER REVISION	LS	$5,910.82	0.00	$0.00	1.00	1.00	$5,910.82	$5,910.82
The "Totals" from Table B of the previous work sheet:					$6,787,851.52			$6,072,465.92	($715,385.60)
TOTALS					$7,548,127.27			$6,820,881.13	($727,246.14)

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 101 Reconstruction

Williamson County Project No. 2138

Change Order No. 5

Reason for Change

This Change Order provides the final balancing for the overrun and underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order also adds items to the contract to compensate the Contractor for various work including the removal of the drainage pipe at Driveway 19, installing a box culvert and the safety end treatments for the culvert per RFI 20, compensation for unused water line materials that could not be restocked, and compensation for the relocation of encasement due to changing field conditions.

This Change Order also adds 64 additional days to the contract due to the encounter of groundwater in the middle portion of the project that affected the contractor's ability to progress the critical path of the project. Additionally, the existing drainage area close to the newly installed bridge class culvert overflowed soaking into the slope causing the pavement structure of the new CR 101 to fail. The contractor was directed to rebuild and protect the slope, by removing and replacing the damaged subgrade, flexible base, underseal and hot mix asphalt. Each of these unforeseen issues added work and required the contractor to adjust their schedule accordingly.

Following is a summary of the items required for this change order.

ITEM	DESCRIPTION	UNIT	QUANTITY
462-6003	CONC BOX CULV (4 FT X 2 FT)	LF	60.00
467-6142	SET (TY 1) (S=4 FT) (HW=3 FT) (6:1) (P)	EA	4.00
496-6083	REMOV STR (PIPE) F	LF	30.00
J103-01	JONAH WATER ITEMS-MATERIAL REIMBURSEMENT	LS	1.00
J103-01	RELOCATE 24" ENCASEMENT-PER JONAH WATER	LS	1.00

This Change Order results in a decrease of $727,246.14 to the Contract amount, for an adjusted Contract total of $12,307,528.60. The original Contract amount was $13,092,842.00. As a result of this and all Change Orders to-date, $785,313.40 has been deducted from the Contract, resulting in a 6% net decrease in the Contract cost. 64 additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

J103-01

Change Order Proposal

Date: 3/22/2022

Proposal# CO10783-12

Primoris Services Corporation
James Construction Group

Bill To:
Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE:
Williamson
CR 101
Project No.: 2138
Control No.: 2138

Qty	UM	Description	Unit Price	Total
1.00	LS	Jonah Water Items- Material Reimbursement	$43,675.45	**$43,675.45**
			Total	**$43,675.45**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	3/22/2022	**Project:**	CR101			**County:**	Williamson
CO Pricing Good For:	45 Days Unless	**Control:**	2138			**Highway:**	CR101
Description:	Jonah Water Material Purchase for Items not used in Contract	**Original Contract:**		**Net CO:**	$ -	**Revised Contract:**	
Estimated Qty:	1.00	**Narrative:**	Sexton Inc. is requesting payment for all materials needed to install the 18" gate valves, 18" to 18" connector and 18" PVC pipe that was called out in the initial contract but eliminated by Jonah due to differing site conditions. This invoice is for the purchase of the material only. Delivery charges will be provided when a delivery location is decided. Current location of materials is the Sexton yard in Yueling TX.				
Estimated Change in Contract Sum:	$ 43,675.45						
Estimated Change in Contract Time:			ICG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.				

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
						$ -
						$ -
					Subtotal	$ -
					15% Markup	$ -
					55% Burdens	$ -
					Total Labor	$ -

Equipment	**QTY**	**UM**	**Rate**	**Extended**
				$ -
				$ -
			Subtotal	$ -
			15% Markup	$ -
			Total Equipment	$ -

Subcontractors	**QTY**	**UM**	**Price**	**Extended**
Sexton Inv 6884	1.00	LS	$ 37,602.63	$ 37,602.63
				$ -
			Subtotal	$ 37,602.63
			15% Markup	$ 5,640.39
			Total Subcontract	$ 43,243.02

Material	**QTY**	**UM**	**Price**	**Extended**
			Subtotal	$ -
			15% Markup	$ -
			Total Material	$ -

TOTAL OF WORK PERFORMED	**$ 43,243.02**
BOND FEE (ADD 1%)	**$ 432.43**
TOTAL COST	**$ 43,675.45**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 43,675.45**

496-6083
462-6003
467-6142

Change Order Proposal

Date: 7/27/2021

Proposal#CO10783-08

Primoris Services Corporation
James Construction Group

Bill To:
Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE:
Williamson
CR 101
Project No.: 2138
Control No.: 2138

Qty	UM	Description	Unit Price	Total
30.00	LF	REMOVE RCP	$72.12	$2,163.60
60.00	LF	CONC BOX CULV (4FT x 2FT)	$346.29	$20,777.40
4.00	EA	SET (TY I)(S=4ft)(HW=3ft)(6:1)(P)	$3,220.64	**$12,882.56**
			Total	~~$35,823.29~~
				$35,823.56

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	7/27/2021	**Project:**	CR101	**County:**	Williamson
CO Pricing Good For:	45 Days (unless noted otherwise elsewhere)	**Control:**	2138	**Highway:**	CR101
Description:	Driveway 19 Culvert Revision	**Original Contract:**		**Net CO:** $ -	**Revised Contract:**
Estimated Qty:	30.00 LF	**Narrative:**	This Change order covers the removal and rework of RCP at driveway 19 and the replacement with a double barrel 4x2 BC and TY 1 SETs as requested by the County in RFI 20.		
Estimated Change in Contract Sum:	$ 2,163.57				
Estimated Change in Contract Time:					

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
Removal						
Foreman	4.00	1.00	HR	$ 33.00	$ 49.50	$ 181.50
Loader Operator	4.00	1.00	HR	$ 17.00	$ 25.50	$ 93.50
Excavator Operator	4.00	1.00	HR	$ 26.00	$ 39.00	$ 143.00
Laborer	4.00	1.00	HR	$ 14.00	$ 21.00	$ 77.00

Subtotal	$ 495.00
15% Markup	$ 74.25
55% Burdens	$ 272.25
Total Labor	$ 841.50

Equipment	**QTY**	**UM**	**Rate**	**Extended**
Removal				
CAT 938 Loader	5.00	hr	67.55	$ 337.75
CAT 336 Excavator	5.00	hr	134.08	$ 670.40
3/4 Ton Pickup	5.00	hr	24.57	$ 122.85

Subtotal	$ 1,131.00
15% Markup	$ 169.65
Total Equipment	$ 1,300.65

Subcontractors	**QTY**	**UM**	**Price**	**Extended**
				$ -
				$ -

Subtotal	$ -
15% Markup	$ -
Total Subcontract	$ -

Material	**QTY**	**UM**	**Price**	**Extended**

Subtotal	$ -
15% Markup	$ -
Total Material	$ -

Additional Work Items	**QTY**	**Units**	**Price**	**Extended**
				$ -
			Total	$ -

TOTAL OF WORK PERFORMED	$ 2,142.15
BOND FEE (ADD 1%)	$ 21.42
TOTAL COST	$ 2,163.57
UNIT PRICE (TOTAL COST/EST. QTY)	$ 72.12

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	7/27/2021	**Project:**	CR101	**County:**	Williamson
CO Pricing Good For:	45 Days (unless noted otherwise elsewhere)	**Control:**	2138	**Highway:**	CR101
Description:	Driveway 19 Culvert Revision	**Original Contract:**		**Net CO:** $ -	**Revised Contract:**
Estimated Qty:	60.00 LF	**Narrative:**	This Change order covers the removal and rework of RCP at driveway 19 and the replacement with a double barrel 4x2 BC and TY 1 SETs as requested by the County in RFI 20.		
Estimated Change in Contract Sum:	$ 20,777.16				
Estimated Change in Contract Time:					

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
Install New Box Culvert						
Foreman	12.00	3.00	HR	$ 33.00	$ 49.50	$ 544.50
Loader Operator	12.00	3.00	HR	$ 17.00	$ 25.50	$ 280.50
Excavator Operator	12.00	3.00	HR	$ 26.00	$ 39.00	$ 429.00
Laborer	12.00	3.00	HR	$ 14.00	$ 21.00	$ 231.00
					Subtotal	$ 1,485.00
					15% Markup	$ 222.75
					55% Burdens	$ 816.75
					Total Labor	$ 2,524.50

Equipment	**QTY**	**UM**	**Rate**	**Extended**
Install New Box Culvert				
CAT 938 Loader	15.00	hr	67.55	$ 1,013.25
CAT 336 Excavator	15.00	hr	134.08	$ 2,011.20
3/4 Ton Pickup	15.00	hr	24.57	$ 368.55
			Subtotal	$ 3,393.00
			15% Markup	$ 508.95
			Total Equipment	$ 3,901.95

Subcontractors	**QTY**	**UM**	**Price**	**Extended**
				$ -
				$ -
			Subtotal	$ -
			15% Markup	$ -
			Total Subcontract	$ -

Material	**QTY**	**UM**	**Price**	**Extended**
Forterra - 4x2 Precast Box Culvert	60.00	LF	$ 205.00	$ 12,300.00
			Subtotal	$ 12,300.00
			15% Markup	$ 1,845.00
			Total Material	$ 14,145.00

Additional Work Items	**QTY**	**Units**	**Price**	**Extended**
				$ -
			Total	$ -

TOTAL OF WORK PERFORMED	$ 20,571.45
BOND FEE (ADD 1%)	$ 205.71
TOTAL COST	$ 20,777.16
UNIT PRICE (TOTAL COST/EST. QTY)	$ 346.29

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	7/27/2021	**Project:**	CR101			**County:**	Williamson
CO Pricing Good For:	45 Days (unless noted otherwise elsewhere)	**Control:**	2138			**Highway:**	CR101
Description:	Driveway 19 Culvert Revision	**Original Contract:**		**Net CO:**	$ -	**Revised Contract:**	
Estimated Qty:	4.00 EA	**Narrative:**	This Change order covers the removal and rework of RCP at driveway 19 and the replacement with a double barrel 4x2 BC and TY 1 SETs as requested by the County in RFI 20.				
Estimated Change in Contract Sum:	$ 12,882.56						
Estimated Change in Contract Time:							

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
Form, Pour, Cure SET (2 Laborers)						
Concrete Foreman	16.00	4.00	HR	$ 36.00	$ 54.00	$ 792.00
Carpenter	16.00	4.00	HR	$ 19.00	$ 28.50	$ 418.00
Skilled Laborer	32.00	8.00	HR	$ 18.00	$ 27.00	$ 792.00
Install Pipe Runners (2 Laborers)						
Skilled Laborer	4.00		HR	$ 18.00	$ 27.00	$ 72.00
					Subtotal	$ 2,074.00
					15% Markup	$ 311.10
					55% Burdens	$ 1,140.70
					Total Labor	$ 3,525.80

Equipment	**QTY**	**UM**	**Rate**	**Extended**
Form, Pour, Cure SET				
Cat 420 Backhoe	10.00	hr	44.42	$ 444.20
3/4 Ton Pickup	20.00	hr	24.57	$ 491.40
			Subtotal	$ 935.60
			15% Markup	$ 140.34
			Total Equipment	$ 1,075.94

Subcontractors	**QTY**	**UM**	**Price**	**Extended**
				$ -
				$ -
			Subtotal	$ -
			15% Markup	$ -
			Total Subcontract	$ -

Material	**QTY**	**UM**	**Price**	**Extended**
Texas Corrugators - Pipe Runners	2.00	EA	$ 2,162.00	$ 4,324.00
Barnsco - SET (TY 1) (S=4FT)(HW=3FT)(6:1)(P)	1008.92	lbs	$ 0.65	$ 655.80
Martin Marietta - CL C Concrete	10.00	cy	$ 111.00	$ 1,110.00
Form Materials	1.00	LS	$ 1,000.00	$ 1,000.00
			Subtotal	$ 7,089.80
			15% Markup	$ 1,063.47
			Total Material	$ 8,153.27

Additional Work Items	**QTY**	**Units**	**Price**	**Extended**
				$ -
			Total	$ -

TOTAL OF WORK PERFORMED	**$ 12,755.01**
BOND FEE (ADD 1%)	**$ 127.55**
TOTAL COST	**$ 12,882.56**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 3,220.64**

HNTB

REQUEST FOR INFORMATION FORM

RFI NO.: 20 **DATE:** 5/3/2021

PROJECT: 2183-CR 101 **RESPONSE REQUESTED BY DATE:** 5/17/2021

TO: BGE, Inc.: David Leavell, P.E.

REFERENCE: Plan Sheets # 113-114

PROBLEM:

Due to a recent rain event water went over driveway #19 and erroded the base for CR 101 in the immedtiate area. The water sheet flowed across the new section of CR 101 and flowed onto the existing CR 101. It appears that the single run of 24" RCP is not sufficient for the amount of run off in this area.

RECOMMENDED SOLUTION:

Kyle McCoy — Originator

Lowell Choate — Supervisor

RESPONSE:

After further review, the engineer has revised the Driveway 19 culvert from a 24" RC Pipe to a 2 - 4' x 2' x 30LF MBC. Refer to the attached plan sheets that document the change. Please provide pricing for the removal of the existing 24" pipe, the installation of the proposed 4 x 2 MBC, SET's and regrading the ditchline on both ends of the culvert.

David Leavell, P.E. — Responder

6/3/2021 — Date

Sign, Date & Return to HNTB via e-mail.

Mail original to: HNTB Corporation
101 E. Old Settlers Blvd.
Round Rock, Texas 78664

Attachments to RFI:

Cc:

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THE STANDARD SHEETS SPECIFICALLY IDENTIFIED HERE HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

Wesley J. Jasek, P.E.

WESLEY JASEK, PE/ No 65957 — 5/28/2021 DATE

⚠ CHANGE ORDER NO. - DW #19

STATE OF TEXAS
WESLEY E. JASEK
65957
REGISTERED
PROFESSIONAL ENGINEER

Wesley J. Jasek, P.E.

5/28/2021

BGE, Inc.
101 Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

CR 101

INDEX OF SHEETS

SHEET 1 OF 1

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STATE	DIST.	COUNTY
TEXAS	AUS	WILLIAMSON

CONT.	SECT.	JOB	HIGHWAY NO.
			CR 101

5/28/2021 2:23:53 PM pdf.pltcfg
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SUMMARY OF DRAINAGE ITEMS

LOCATION	110 6002	132 6003	400 6005	400 6008	402 6001	403 6001	420 6009	432 6001	432 6031	462 6004	464 6003	464 6005	464 6007	465 6005	465 6014	465 6016	465 6144
	EXCAVATION (CHANNEL)	EMBANKMENT (FINAL) (ORD COMP) (TY B)	CEM STABIL BKFL	CUT & RESTORE ASPH PAVING	TRENCH EXCAVATION PROTECTION	TEMPORARY SPL SHORING	CL A CONC (COLLAR)	RIPRAP (CONC) (4 IN)	RIPRAP (STONE PROTECTION) (12 IN)	CONC BOX CULV (4 FT X 3 FT)	RC PIPE (CL III) (18 IN)	RC PIPE (CL III) (24 IN)	RC PIPE (CL III) (30 IN)	JCTBOX (COMPL) (PJB) (3FTX3 FT)	INLET (COMPL) (PC) (3FT) (LEFT)	INLET (COMPL) (PC) (3FT) (BOTH)	INLET (COMPL) (PS) (FG) (8FTX8 FT-4FTX4FT)
	CY	CY	CY	SY	LF	SF	EA	CY	CY	LF	LF	LF	LF	EA	EA	EA	EA
CULVERT 1																	
CULVERT 2					40	90			7			194					
CULVERT 3			15	16	33				3		118				1	1	
CULVERT 4						87			19			234		2			
CULVERT 5						115		3	2				210				1
CULVERT 6						84			6			207					
CULVERT 7									3	24	32						
DRIVEWAYS											42	702					
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STORM SEWER							1				288					1	
UNDERDRAIN STA 75+00 TO STA 80+00								1									
UNDERDRAIN STA 110+00 TO STA 114+00					358												
PROP CHANNEL GRADING	8705	6907															
PROJECT TOTALS	8705	6907	15	16	431	376	1	4	40	24	480	1547	210	2	1	2	1

SUMMARY OF DRAINAGE ITEMS (CONT.)

LOCATION	466 6097	466 6130	467 6143	467 6362	467 6363	467 6390	467 6394	467 6395	467 6419	480 6001	556 6006	462 6003	467 6142
	HEADWALL (CH - PW - 0) (DIA= 24 IN)	HEADWALL (CH - PW - S) (DIA= 24 IN)	SET (TY I) (S= 4 FT) (WW= 4 FT) (3:1) (C)	SET (TY II) (18 IN) (RCP) (6:1) (C)	SET (TY II) (18 IN) (RCP) (6:1) (P)	SET (TY II) (24 IN) (RCP) (4:1) (C)	SET (TY II) (24 IN) (RCP) (6:1) (C)	SET (TY II) (24 IN) (RCP) (6:1) (P)	SET (TY II) (30 IN) (RCP) (4:1) (C)	CLEAN EXIST CULVERTS	PIPE UNDERDRAINS (TY 6) (6")	CONC BOX CULV (4 FT X 2 FT)	SET (TY I) (S= 4 FT) (WW= 3 FT) (6:1) (P)
	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	LF	LF	EA
CULVERT 1										1			
CULVERT 2		1					2						
CULVERT 3				2									
CULVERT 4	1						3						
CULVERT 5									2				
CULVERT 6						6							
CULVERT 7			1		1					2			
DRIVEWAYS					2			40				60	4
INTERSECTIONS								6					
STORM SEWER													
UNDERDRAIN STA 75+00 TO STA 80+00											325		
UNDERDRAIN STA 110+00 TO STA 114+00											716		
PROP CHANNEL GRADING													
PROJECT TOTALS	1	1	1	2	3	6	5	46	2	3	1041	60	4

⚠ CHANGE ORDER NO. - DR #19

Williamson County

BGE, Inc.
101 Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

CR 101

DRAINAGE SUMMARY

SHEET 1 OF 1

FED. RD. DIV. NO.	PROJECT NO.	SHEET NO.
6		19

STATE	DIST.	COUNTY
TEXAS	AUS	WILLIAMSON

CONT.	SECT.	JOB	HIGHWAY NO.
			CR 101

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DRIVEWAY TABLE

DRIVEWAY NUMBER	P&P SHEET NUMBER	CENTERLINE STATION		EXISTING SURFACE	R1 (FT)	R2 (FT)	WIDTH FT	AREA SY	*GRADES (G1) %	(G2) %	(G3) %	(L1) FT	(L2) FT	(L3) FT	DRIVEWAY TYPE	CULVERT UPSTREAM STATION (CL)	OFFSET (FT)	ELEV. (FT)	CULVERT DOWNSTREAM STATION (CL)	OFFSET (FT)	ELEV. (FT)	EXIST PIPE	PROPOSED PIPE
*** DW# 01C	ACCESS 101	11+78.73	RT	GRAVEL	20	20	19	86	-2.00	-12.00	-5.00	6.00	19.82	5.43	COMMERCIAL	11+58.55	25.69	643.17	12+00.54	26.64	642.36	1-18" CMP	1-18" x 42 LF RCP
DW# 02	3 OF 20	30+41.23	RT	GRAVEL	20	20	12	70	SEE BELOW			SEE BELOW			RESIDENTIAL	30+57.63	38.95	646.19	30+27.63	38.95	646.04	2-24" CMP	2-24" x 30 LF RCP
DW# 03	6 OF 20	66+45.60	LT	GRAVEL	20	20	13	122	-2.00	2.00	3.02	2.00	8.00	39.28	RESIDENTIAL							1-24" CMP	N/A
DW# 04	7 OF 20	72+25.76	RT	GRAVEL	20	20	12	57	-2.00	-1.52	-	2.00	24.56	-	RESIDENTIAL							N/A	N/A
DW# 05	7 OF 20	72+65.65	LT	GRAVEL	20	20	14	74	-2.00	2.00	5.17	2.00	5.00	30.20	RESIDENTIAL							N/A	N/A
DW# 06	7 OF 20	73+36.01	RT	GRAVEL	20	20	12	51	-2.00	0.94	-	2.00	22.00	-	RESIDENTIAL							N/A	N/A
DW# 07	7 OF 20	73+60.13	LT	GRAVEL	20	20	13	62	-2.00	2.00	5.66	2.00	5.00	22.77	RESIDENTIAL							N/A	N/A
DW# 08	7 OF 20	74+46.35	RT	GRAVEL	20	20	12	63	-2.00	2.00	4.72	2.00	5.00	24.39	RESIDENTIAL							N/A	N/A
DW# 09	7 OF 20	75+15.04	LT	GRAVEL	20	20	23	106	-2.00	2.00	3.72	2.00	5.00	24.60	RESIDENTIAL							N/A	N/A
DW# 10	8 OF 20	89+74.65	RT	ASPHALT	20	20	15	97	-2.00	0.81	-	10.00	30.58	-	RESIDENTIAL	89+84.63	41.22	609.27	89+44.95	47.48	608.30	1-24" CMP	1-24" x 40 LF RCP
DW# 11	8 OF 20	90+29.98	LT	GRAVEL	20	20	13	91	-2.00	-	-	23.36	-	-	RESIDENTIAL	90+46.48	-44.72	610.16	90+14.92	-49.19	609.37	1-24" CMP	1-24" x 32 LF RCP
DW# 12	8 OF 20	92+57.67	LT	GRAVEL	20	20	12	58	-2.00	5.42	-	5.68	11.51	-	RESIDENTIAL	92+72.51	-39.45	615.44	92+42.51	-39.45	614.72	1-24" CMP	1-24" x 30 LF RCP
DW# 13	8 OF 20	93+14.42	LT	GRAVEL	20	20	12	56	-2.00	3.03	-6.96	6.00	13.00	8.52	RESIDENTIAL	93+30.59	-39.45	617.10	93+00.59	-39.45	616.18	1-24" CMP	1-24" x 30 LF RCP
DW# 14	9 OF 20	94+83.55	LT	GRAVEL	20	20	12	56	SEE BELOW			SEE BELOW			RESIDENTIAL	94+98.52	-39.45	623.44	94+68.52	-39.45	621.74	N/A	1-24" x 30 LF RCP
DW# 15	9 OF 20	97+00.00	LT	GRAVEL	20	20	12	64	-2.00	2.00	-4.27	2.00	15.45	16.76	RESIDENTIAL	97+13.24	-39.47	630.71	96+83.12	-39.48	629.64	N/A	1-24" x 30 LF RCP
DW# 16	9 OF 20	99+20.09	LT	GRAVEL	20	20	20	99	SEE BELOW			SEE BELOW			RESIDENTIAL	99+36.23	-39.47	636.32	98+98.08	-39.45	635.86	N/A	1-24" x 38 LF RCP
DW# 17	10 OF 20	107+36.22	RT	GRAVEL/DIRT	20	20	12	78	-2.00	4.63	-4.57	4.00	15.31	19.22	RESIDENTIAL	107+24.09	39.05	634.15	107+56.09	39.05	633.45	1-24" CMP	1-24" x 32 LF RCP
DW# 18	11 OF 20	117+06.07	LT	GRAVEL	50	50	15	253	-2.00	2.00	6.47	2.00	5.00	70.88	RESIDENTIAL	116+72.87	-39.45	618.87	117+36.87	-39.45	618.15	N/A	1-24" x 64 LF RCP
DW# 19	12 OF 20	137+37.59	RT	GRAVEL/DIRT	20	20	12	71	-2.00	5.81	-2.94	4.00	11.88	22.21	RESIDENTIAL	137+54.38	39.07	604.10	137+24.38	39.07	603.78	1-24" CMP	2-24" x 30 LF RCP (A)
DW# 20	13 OF 20	144+20.19	RT	DIRT	20	20	17	125	-2.00	-0.09	-	2.00	39.86	-	RESIDENTIAL	144+61.45	39.07	611.63	144+13.44	39.07	609.75	1-18" CMP	1-24" x 48 LF RCP
DW# 21	14 OF 20	151+84.29	LT	DIRT	20	20	20	125	-1.90	-9.95	-	19.68	41.07	-	RESIDENTIAL	152+06.09	-39.43	623.28	151+70.09	-39.43	623.10	N/A	1-24" x 36 LF RCP
DW# 22	14 OF 20	158+61.60	LT	GRAVEL	20	20	13	85	-2.00	2.00	-6.06	2.00	15.45	31.35	RESIDENTIAL	158+44.36	-39.43	624.08	158+74.36	-39.43	623.93	N/A	1-24" x 30 LF RCP
DW# 23	15 OF 20	166+59.31	LT	GRAVEL	20	20	19	103	SEE BELOW			SEE BELOW			RESIDENTIAL	166+77.22	-39.40	629.83	166+39.38	-39.41	628.94	1-24" CMP	1-24" x 38 LF RCP
DW# 24	15 OF 20	170+13.94	LT	GRAVEL	20	20	13	76	SEE BELOW			SEE BELOW			RESIDENTIAL	170+29.33	-39.43	638.45	169+97.33	-39.43	637.66	1-24" CMP	1-24" x 32 LF RCP
DW# 25	16 OF 20	175+22.31	LT	ASPHALT	20	20	20	106	-2.00	2.00	-4.88	2.00	11.14	25.47	RESIDENTIAL	175+36.59	-39.43	650.10	174+98.59	-39.43	649.18	N/A	1-24" x 38 LF RCP
DW# 26	16 OF 20	178+16.84	LT	GRAVEL	20	20	16	103	SEE BELOW			SEE BELOW			RESIDENTIAL	178+31.73	-39.43	656.65	177+97.73	-39.43	656.39	N/A	1-24" x 34 LF RCP
DW# 27	19 OF 20	205+35.14	RT	GRAVEL	20	20	12	70	-2.00	5.99	-4.00	4.00	12.54	21.46	RESIDENTIAL	205+49.48	39.19	643.83	205+19.66	39.55	643.73	1-24" CMP	1-24" x 30 LF RCP

*SEE EXPLANATION OF CROSS SLOPES ON HORIZONTAL AND VERTICAL CONTROL DATA SHEET
** ALL DRIVEWAYS PROPOSED CONCRETE SURFACE
*** ALL STATION & OFFSET INFORMATION BASED ON ACCESS-101 ALIGNMENT

DW# 02: L1 = 4', L2 = 12', L3 = 6.2', L4= 15.7'; G1 = -3.30%, G2 = 6.70%, G3 = -3.30%, G4 = -10.00%
DW# 14: L1 = 2', L2 = 5.5', L3 = 9.7', L4 = 10.9'; G1 = -2.00%, G2 = 2.00%, G3 = -3.74%, G4 = -13.10%
DW# 18: L1 = 2', L2 = 2', L3 = 13.48', L4 = 18.65'; G1 = -2.00%, G2 = 2.00%, G3 = 6.00%, G4 = -2.02%
DW# 23: L1 = 2', L2 = 2', L3 = 13.41', L4 = 22.91'; G1 = -2.00%, G2 = 2.00%, G3 = 6.00%, G4 = 2.70%
DW# 24: L1 = 2', L2 = 2', L3 = 13.43', L4 = 21.59'; G1 = -2.00%, G2 = 2.00%, G3 = 6.00%, G4 = -0.64%
DW# 26: L1 = 2', L2 = 2', L3 = 13.43', L4 = 30.95'; G1 = -2.00%, G2 = 2.00%, G3 = 5.00%, G4 = -4.34%

SUMMARY OF INTERSECTIONS

CROSS STREET NAME	CENTERLINE STATION		WIDTH FT	LENGTH L1 (FT)	LENGTH L2 (FT)	RADIUS R1 (FT)	RADIUS R2 (FT)	AREA SY	GRADE G1 (%)	GRADE G2 (%)	*HMAC TY D TON	*HMAC TY B TON	EXIST. PIPE	PIPE LENGTH (FT)	TYPE OF PIPE	NO. OF BARRELS	PIPE SIZE (IN)	S, E, T, SIDE SLOPE	CULVERT UPSTREAM STATION (CL)	CULVERT UPSTREAM OFFSET (FT)	CULVERT UPSTREAM ELEV. (FT)	CULVERT DOWNSTREAM STATION (CL)	CULVERT DOWNSTREAM OFFSET (FT)	CULVERT DOWNSTREAM ELEV. (FT)
TRANSITION	29+85.40	-	22	SEE P&P SHEET				2185	SEE P&P SHEET		502	1256	-	-	-	-	-	-	-	-	-	-	-	-
CR 395	53+90.19	RT	19	20	57.43	50	50	287	-2.00	-3.01	66	165	1 - CMPA 28"X18" X 38 LF	-	-	-	-	-	-	-	-	-	-	-
CR 369	119+21.73	RT	22	5	33	50	50	199	-2.00	-5.07	46	114	-	-	-	-	-	-	-	-	-	-	-	-
CR 160	126+64.43	LT	20	SEE P&P SHEET				671	SEE P&P SHEET		154	386	-	-	-	-	-	-	-	-	-	-	-	-
CR 394	184+60.77	LT	26	5	44.65	50	50	260	-1.20	1.37	60	150	1 - CMPA 29"X18" x 39 LF	74	RCP	1	24	6:1	184+23.59	-39.43	646.15	184+97.58	-39.44	644.60
CR 368	184+60.77	RT	22	2	49.1	50	50	242	-2.40	1.23	56	139	-	72	RCP	1	24	6:1	184+27.98	37.91	647.04	184+99.97	39.07	643.91
ALIGNMENT A	188+46.53	LT	26	SEE P&P SHEET				306	SEE P&P SHEET		70	176	-	64	RCP	1	24	6:1	188+26.59	-49.11	640.18	188+87.13	58.13	639.04

*PROVIDED FOR CONTRACTOR'S INFORMATION ONLY

⚠ CHANGE ORDER NO. - DW #19

STATE OF TEXAS
ERIN N. GONZALES
102407
LICENSED
PROFESSIONAL ENGINEER

Erin N. Gonzales

5/28/2021

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TBPE Registration No. F-1046

CR 101

DRIVEWAY AND INTERSECTION DETAILS

SHEET 1 OF 2

DIST. NO.	PROJECT NO.	SHEET NO.
6		133

STATE	DIST.	COUNTY
TEXAS	AUS	WILLIAMSON

CONT.	SECT.	JOB	HIGHWAY NO.
			CR 101

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RIGHT DITCH (CONT.)

Station	Ditch FL Elev.	Long. Slope	Manning's Coeff.	Ditch Flow (cfs)	Flow Depth (ft)	Vel. (ft/s)	Freeboard to EOP (ft)
132+00.00	598.75	N/A	0.035	119.00	2.35	3.88	7.66
132+50.00	599.00	0.50%	0.035	115.67	2.32	3.74	7.13
133+00.00	599.28	0.56%	0.035	112.22	1.89	4.37	6.68
133+50.00	599.84	1.12%	0.035	108.77	1.71	4.95	5.47
134+00.00	600.49	1.30%	0.035	105.32	1.76	4.58	3.92
134+50.00	600.84	0.70%	0.035	101.86	1.58	5.21	3.11
135+00.00	601.95	2.22%	0.035	98.41	1.49	4.93	1.71
135+50.00	602.30	0.70%	0.035	94.96	1.77	3.63	0.96
136+00.00	602.60	0.60%	0.035	91.51	1.71	3.67	0.85
136+50.00	602.99	0.78%	0.035	88.06	1.57	4.04	0.99
137+00.00	603.52	1.06%	0.035	84.61	1.49	4.21	1.07
137+50.00	604.05	1.06%	0.035	81.16	1.46	4.17	1.10
138+00.00	604.58	1.06%	0.035	77.71	1.43	4.15	1.13
138+50.00	605.13	1.10%	0.035	74.26	1.40	4.07	1.14
139+00.00	605.64	1.02%	0.035	70.81	1.37	4.00	1.20
139+50.00	606.18	1.08%	0.035	67.35	1.34	3.96	1.22
140+00.00	606.71	1.06%	0.035	63.90	1.30	3.91	1.26
140+50.00	607.24	1.06%	0.035	60.45	1.27	3.85	1.29
141+00.00	607.77	1.06%	0.035	57.00	1.23	3.79	1.33
141+50.00	608.30	1.06%	0.035	56.88	1.23	3.79	1.33
142+00.00	608.83	1.06%	0.035	56.76	1.33	3.39	1.24
142+50.00	609.08	0.50%	0.035	56.64	1.23	3.80	1.62
143+00.00	609.90	1.64%	0.035	56.53	1.16	4.13	1.40
143+50.00	610.43	1.06%	0.035	5.24	0.35	1.90	2.21
144+50.00	611.49	1.06%	0.035	5.12	0.34	1.94	2.22
145+00.00	612.11	1.24%	0.035	5.00	0.32	2.07	2.25
145+50.00	612.92	1.62%	0.035	4.88	0.30	2.18	2.26
146+00.00	613.81	1.78%	0.035	4.76	0.29	2.20	2.27
146+50.00	614.70	1.78%	0.035	4.50	0.28	2.16	2.28
147+00.00	615.59	1.78%	0.035	4.24	0.27	2.12	2.29
147+50.00	616.49	1.80%	0.035	4.19	0.27	2.11	2.29
148+00.00	617.38	1.78%	0.035	3.93	0.26	2.06	2.30
148+50.00	618.27	1.80%	0.035	3.67	0.25	2.02	2.32
149+00.00	619.17	1.78%	0.035	3.40	0.24	1.99	2.29
149+50.00	620.06	1.78%	0.035	3.14	0.28	2.10	2.28
150+00.00	620.95	1.80%	0.035	2.88	0.27	2.05	2.30
150+50.00	621.85	1.78%	0.035	2.62	0.26	1.99	2.30
151+00.00	622.74	1.78%	0.035	2.36	0.24	1.92	2.32
151+50.00	623.63	1.80%	0.035	2.09	0.23	1.85	2.34
152+00.00	624.53	1.78%	0.035	1.83	0.21	1.77	2.35
152+50.00	625.42	1.78%	0.035	1.57	0.19	1.66	2.37
153+00.00	626.31	1.60%	0.035	1.31	0.17	1.54	2.39
153+50.00	627.11	1.20%	0.035	1.05	0.16	1.34	2.43
154+00.00	627.71	0.72%	0.035	0.79	0.15	1.07	2.41
154+50.00	628.07	0.50%	0.035	0.52	0.14	0.81	2.47
155+00.00	628.32	N/A	0.035	0.26	0.10	0.59	2.47
155+50.00	628.34	N/A	0.035	0.74	0.18	0.85	2.38
156+00.00	628.09	0.50%	0.035	2.34	0.33	1.27	2.30
156+50.00	627.78	0.62%	0.035	3.95	0.38	1.73	2.18
157+00.00	627.21	1.14%	0.035	5.55	0.43	2.20	2.14
157+50.00	626.54	1.34%	0.035	7.16	0.48	2.43	2.09
158+00.00	625.88	1.32%	0.035	8.76	0.53	2.58	2.02
158+50.00	625.21	1.34%	0.035	10.37	0.57	2.66	1.99
159+00.00	624.54	1.34%	0.035	11.97	0.52	2.66	2.04
159+50.00	623.87	1.34%	0.035	13.58	0.57	2.68	1.99
160+00.00	623.30	1.14%	0.035	15.18	0.59	2.88	1.97
160+50.00	622.49	N/A	0.035	16.98	0.60	3.15	2.45
161+00.00	622.92	N/A	0.035	56.85	1.48	2.88	1.09
161+50.00	623.17	0.50%	0.035	55.31	1.37	3.14	1.15
162+00.00	623.57	0.80%	0.035	53.70	1.25	3.52	1.31
162+50.00	624.07	1.00%	0.035	52.10	1.20	3.62	1.37
163+00.00	624.57	1.00%	0.035	50.49	1.18	3.61	1.39
163+50.00	625.08	1.02%	0.035	48.89	1.16	3.57	1.40
164+00.00	625.58	1.00%	0.035	47.28	1.14	3.53	1.42
164+50.00	626.08	1.00%	0.035	45.68	1.12	3.51	1.44
165+00.00	626.59	1.02%	0.035	44.07	1.07	3.64	1.49
165+50.00	627.23	1.28%	0.035	42.47	0.98	3.97	1.58
166+00.00	628.09	1.72%	0.035	40.86	0.90	4.31	1.66
166+50.00	629.17	2.16%	0.035	39.26	0.85	4.54	1.72
167+00.00	630.39	2.44%	0.035	37.65	0.83	4.67	1.74
167+50.00	631.62	2.46%	0.035	36.05	0.81	4.62	1.75
168+00.00	632.84	2.44%	0.035	34.44	0.79	4.55	1.77
168+50.00	634.06	2.44%	0.035	32.84	0.77	4.49	1.79
169+00.00	635.28	2.44%	0.035	31.23	0.74	4.35	1.83
169+50.00	636.51	2.46%	0.035	29.63	0.72	4.29	1.84

Station	Ditch FL Elev.	Long. Slope	Manning's Coeff.	Ditch Flow (cfs)	Flow Depth (ft)	Vel. (ft/s)	Freeboard to EOP (ft)
170+00.0	637.73	2.44%	0.035	28.02	0.70	4.21	1.86
170+50.0	638.95	2.44%	0.035	26.42	0.68	4.15	1.89
171+00.0	640.18	2.46%	0.035	24.81	0.66	4.07	1.90
171+50.0	641.40	2.44%	0.035	23.21	0.65	3.87	1.91
172+00.0	642.42	2.04%	0.035	21.60	0.61	3.91	2.16
172+50.0	643.85	2.86%	0.035	20.00	0.57	3.93	1.98
173+00.0	645.07	2.44%	0.035	18.39	0.56	3.73	2.00
173+50.0	646.29	2.44%	0.035	16.79	0.53	3.63	2.03
174+00.0	647.51	2.44%	0.035	15.18	0.51	3.52	2.06
174+50.0	648.74	2.46%	0.035	13.58	0.48	3.41	2.08
175+00.0	649.96	2.44%	0.035	11.97	0.44	3.27	2.12
175+50.0	651.18	2.44%	0.035	10.37	0.41	3.14	2.15
176+00.0	652.41	2.46%	0.035	8.76	0.37	2.98	2.18
176+50.0	653.63	2.44%	0.035	7.16	0.34	2.78	2.22
177+00.0	654.82	2.38%	0.035	5.55	0.30	2.46	2.26
177+50.0	655.77	1.90%	0.035	3.95	0.27	1.99	2.29
178+00.0	656.42	1.30%	0.035	2.34	0.23	1.44	2.33
178+50.0	656.78	N/A	0.035	0.74	0.13	0.86	2.43
179+00.0	656.85	N/A	0.035	0.48	0.11	0.66	2.45
179+50.0	656.60	0.50%	0.035	0.95	0.15	0.95	2.44
180+00.0	656.11	0.98%	0.035	1.42	0.16	1.32	2.40
180+50.0	655.30	1.62%	0.035	1.89	0.17	1.65	2.40
181+00.0	654.20	2.20%	0.035	2.36	0.18	1.91	2.39
181+50.0	652.94	2.52%	0.035	2.83	0.20	2.07	2.37
182+00.0	651.68	2.52%	0.035	4.96	0.27	2.50	2.29
182+50.0	650.42	2.52%	0.035	5.43	0.28	2.58	2.28
183+00.0	649.16	2.52%	0.035	5.90	0.32	2.42	2.24
183+50.0	648.50	1.32%	0.035	6.38	0.35	2.36	1.61
184+00.0	647.50	2.00%	0.035	6.85	0.15	1.98	1.55
185+00.0	643.87	3.63%	0.035	7.32	0.31	3.08	2.26
185+50.0	642.47	2.80%	0.035	7.79	0.34	2.94	2.23
186+00.0	641.24	2.46%	0.035	8.26	0.37	2.82	2.22
186+50.0	640.27	1.94%	0.035	8.73	0.41	2.61	2.17
187+00.0	639.57	1.40%	0.035	9.20	0.49	2.24	2.11
187+50.0	639.24	N/A	0.035	9.66	0.56	1.94	2.03
188+00.0	638.90	N/A	0.035	9.66	0.55	1.98	2.31
188+50.0	638.55	0.70%	0.035	8.85	0.53	1.93	2.85
189+00.0	638.20	0.70%	0.035	7.96	0.41	2.43	3.78
189+50.0	637.07	2.26%	0.035	7.07	0.40	2.35	5.55
190+00.0	636.82	0.50%	0.035	6.18	0.43	1.88	6.40
190+50.0	637.38	-1.12%	0.035	5.30	0.33	2.21	6.57
191+00.0	638.34	-1.92%	0.035	4.41	0.31	1.93	6.25
191+50.0	638.59	-0.50%	0.035	3.52	0.35	1.38	6.60
192+00.0	638.89	-0.60%	0.035	2.63	0.20	1.90	6.94
192+50.0	640.57	N/A	0.035	1.74	0.14	1.98	5.60
193+00.0	639.23	N/A	0.035	9.66	0.50	2.55	6.68
193+50.0	639.82	6.86%	0.035	5.74	0.26	3.22	6.47
194+00.0	643.25	N/A	0.035	0.08	0.02	0.75	3.39
196+50.0	639.25	N/A	0.035	4.66	0.42	1.51	6.92
197+50.0	639.75	0.50%	0.035	2.64	0.30	1.23	6.20
198+00.0	640.00	0.50%	0.035	2.27	0.28	1.18	5.52
198+50.0	640.25	0.50%	0.035	1.89	0.25	1.10	4.82
199+00.0	640.50	0.50%	0.035	1.52	0.22	0.98	4.34
199+50.0	640.75	0.50%	0.035	1.14	0.17	0.97	4.21
200+00.0	641.15	0.80%	0.035	0.77	0.13	0.90	4.42
200+50.0	641.55	N/A	0.035	0.39	0.09	0.71	4.80
203+00.0	642.50	N/A	0.035	3.00	0.32	1.23	4.86
203+50.0	642.75	0.50%	0.035	2.76	0.31	1.21	4.21
204+00.0	643.00	0.50%	0.035	2.48	0.29	1.16	3.40
204+50.0	643.25	0.50%	0.035	2.21	0.27	1.12	2.81
205+00.0	643.50	0.50%	0.035	1.94	0.25	1.07	2.46
205+50.0	643.75	0.50%	0.035	1.67	0.23	1.02	2.37
206+00.0	644.01	0.52%	0.035	1.39	0.21	0.96	2.36
206+50.0	644.26	0.50%	0.035	1.12	0.18	0.89	2.38
207+00.0	644.51	0.50%	0.035	0.85	0.16	0.81	2.40
207+50.0	644.76	0.50%	0.035	0.58	0.12	0.70	2.43
208+00.0	645.01	0.50%	0.035	0.30	0.08	0.55	2.47
208+50.0	645.26	N/A	0.035	0.03	0.02	0.23	2.53

CHANGE ORDER NO. - DW #19

STATE OF TEXAS
ERIN N. GONZALES
102407
LICENSED
PROFESSIONAL ENGINEER

Erin N. Gonzales

5/28/2021

BGE, Inc.
101 Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

CR 101
DITCH CAPACITY ANALYSIS
RIGHT DITCH

SHEET 2 OF 4

FED. RD. DIV. NO.	PROJECT NO.	SHEET NO.
6		169

STATE	DIST.	COUNTY
TEXAS	AUS	WILLIAMSON

CONT.	SECT.	JOB	HIGHWAY NO.
			CR 101

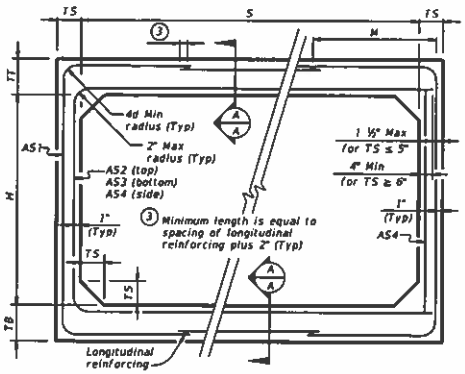
5/28/2021 2:23:56 PM pdf.ctb
V:\Projects\County\Willi\Design\2792 - CR 101\03\CAD\05-DRNG\CR101ditchcapacitytables2.dgn

BOX DATA

SECTION DIMENSIONS					Fill Height	M (Min)	REINFORCING (sq. in. / ft.) ②							① Lift Weight
S (ft.)	H (ft.)	TT (in.)	TB (in.)	TS (in.)	(ft.)	(in.)	AS1	AS2	AS3	AS4	AS5	AS7	AS8	(tons)
4	2	7.5	6	5	< 2	-	0.18	0.27	0.15	0.12	0.18	0.18	0.14	4.5
4	2	5	5	5	2 < 3	38	0.18	0.19	0.17	0.12	-	-	-	3.6
4	2	5	5	5	3 - 5	38	0.13	0.13	0.13	0.12	-	-	-	3.6
4	2	5	5	5	10	38	0.12	0.12	0.12	0.12	-	-	-	3.6
4	2	5	5	5	15	38	0.14	0.16	0.16	0.12	-	-	-	3.6
4	2	5	5	5	20	38	0.18	0.20	0.21	0.12	-	-	-	3.6
4	2	5	5	5	25	38	0.23	0.25	0.25	0.12	-	-	-	3.6
4	2	5	5	5	30	38	0.28	0.30	0.30	0.12	-	-	-	3.6
4	3	7.5	6	5	< 2	-	0.18	0.31	0.18	0.12	0.18	0.18	0.14	5.0
4	3	5	5	5	2 < 3	38	0.15	0.23	0.20	0.12	-	-	-	4.1
4	3	5	5	5	3 - 5	38	0.12	0.16	0.16	0.12	-	-	-	4.1
4	3	5	5	5	10	38	0.12	0.14	0.14	0.12	-	-	-	4.1
4	3	5	5	5	15	38	0.12	0.18	0.18	0.12	-	-	-	4.1
4	3	5	5	5	20	38	0.14	0.23	0.24	0.12	-	-	-	4.1
4	3	5	5	5	25	38	0.17	0.29	0.29	0.12	-	-	-	4.1
4	3	5	5	5	30	38	0.21	0.35	0.35	0.12	-	-	-	4.1
4	4	7.5	6	5	< 2	-	0.18	0.33	0.20	0.12	0.18	0.18	0.14	5.5
4	4	5	5	5	2 < 3	38	0.12	0.26	0.23	0.12	-	-	-	4.6
4	4	5	5	5	3 - 5	38	0.12	0.18	0.18	0.12	-	-	-	4.6
4	4	5	5	5	10	38	0.12	0.15	0.15	0.12	-	-	-	4.6
4	4	5	5	5	15	38	0.12	0.19	0.20	0.12	-	-	-	4.6
4	4	5	5	5	20	38	0.12	0.25	0.25	0.12	-	-	-	4.6
4	4	5	5	5	25	38	0.14	0.31	0.31	0.12	-	-	-	4.6
4	4	5	5	5	30	38	0.17	0.37	0.37	0.12	-	-	-	4.6

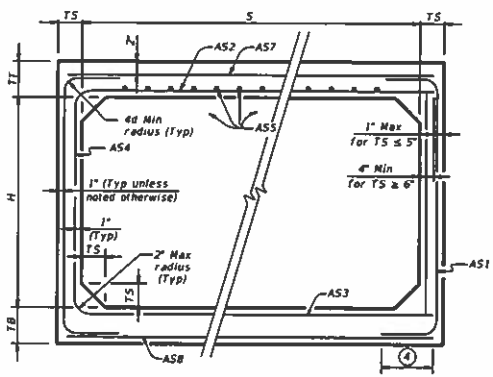
① For box length = 8'-0"

② AS1 thru AS4, AS7 and AS8 are minimum required areas of reinforcement per linear foot of box length. AS5 is minimum required area of reinforcement per linear foot of box width.



CORNER OPTION "A" CORNER OPTION "B"

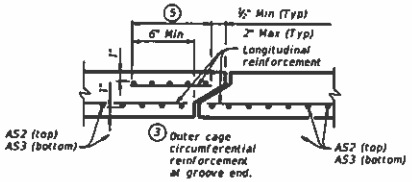
FILL HEIGHT 2 FT AND GREATER



CORNER OPTION "A" CORNER OPTION "B"

FILL HEIGHT LESS THAN 2 FT

④ Length is equal to spacing of longitudinal reinforcing plus 2" (10" Min) (Typ)



SECTION A-A

(Showing top and bottom slab joint reinforcement.)

MATERIAL NOTES:

Provide 0.03 sq. in./ft. minimum longitudinal reinforcement at each face in slabs and walls. This minimum requirement may be met by the transverse wires when wire mesh reinforcement is used.

Provide Class H concrete (f'c = 5,000 psi).

GENERAL NOTES:

Designs shown conform to ASTM C1577. Refer to ASTM C1577 for information or details not shown.

See Box Culverts Precast Miscellaneous Details (SCP-MD) standard sheet for details and notes not shown.

In lieu of furnishing the designs shown on this sheet, the contractor may furnish an alternate design that is equal to or exceeds the box design for the design fill height in the table. Submit shop plans for alternate designs in accordance with Item "Precast Concrete Structural Members (Fabrication)".

HL93 LOADING

CHANGE ORDER NO. - NEW SHEET

Texas Department of Transportation — Bridge Division Standard

SINGLE BOX CULVERTS PRECAST

4'-0" SPAN

SCP-4

FILE	scp04sts-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT	February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS					CR 101
		DIST	COUNTY		SHEET NO.
		AUS	WILLIAMSON		195A

DISCLAIMER:
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DATE: 5/28/2021 2:23:57 PM
FILE: N:\01Projects\StateCounty_Williamson\2792 - CR 101\03_CADD\06-DRNG\Stds\SCP-MD\scp04sts-20.dgn

TEXAS CORRUGATORS
P.O. Box 938
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(512)388-0417 Fax
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Geotextiles
Bridge Railing
Metal Fabrication
Safety Pipe Runners
Corrugated Steel Pipe
Cast Iron Rings & Covers
Metal Beam Guard Fence

JAMES CONSTRUCTION

ATTN: ALEX

PROJECT

WILLIAMSON CR 101

QUANTITY	DESCRIPTION	UNIT PRICE
	SAFETY PIPE RUNNERS ONLY	
2 EA	SET (TY I) (2 – 4' X 2') (SETB-PD) (6:1)	2162.00 EA

NOTE: PRICE BASED ON 1' CURB HEIGHT

TERMS OF PAYMENT: NET 30 DAYS
PRICES VALID FOR 30 DAYS
SALES TAX NOT INCLUDED

Subject to being awarded the contract, we accept your proposal to furnish the job requirements at the unit prices quoted above

_____
Company Name

Print Name_____

Signature _____ Date _____

DELIVERY: 4-5 WEEKS
F.O.B. POINT: JOBSITE - TRUCKS

PRICES INCLUDE FREIGHT FOR 1 LOAD DELIVERED TO JOBSITE. ADDITIONAL LOADS DUE TO CUSTOMER REQUESTING LESS THAN TRUCKLOAD QUANTITIES WILL BE CHARGED AT $100.00 PER LOAD.

Respectfully submitted,
TEXAS CORRUGATORS-AUSTIN DIVISION, INC

BY **COLYN MOORE** Date: 7/7/21

Alexander Krejchi

From: Jonathan Romo <jromo@barnsco.com>
Sent: Wednesday, July 21, 2021 9:36 AM
To: Alexander Krejchi
Subject: RE: CR101 - Additional Steel Request

Follow Up Flag: Follow up
Flag Status: Flagged

EXTERNAL EMAIL

My apologies Alex, we got our wires crossed here.

Okay so I got the price of .65/lb for this change order.

Let me know if you need anything else.

Thanks,

Jonathan Romo
Project Manager/Detailer
Barnsco Texas

972-643-1140
jromo@barnsco.com
Barnsco.com
2609 Willowbrook Road
Dallas, Texas 75220

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From: Alexander Krejchi <akrejchi@prim.com>
Sent: Wednesday, July 21, 2021 8:29 AM
To: Jonathan Romo <jromo@barnsco.com>
Subject: RE: CR101 - Additional Steel Request

Morning Jonathan,

Just wanted to follow up on the pricing for this added SET.

Thanks,

Alexander Krejchi
Project Engineer
James Construction
PH: 254-718-4392

Alexander Krejchi

From: Paul Thorburn <Paul.Thorburn@forterrabp.com>
Sent: Wednesday, June 9, 2021 10:59 AM
To: Alexander Krejchi
Subject: RE: CR101 Added 4x2 box culvert

EXTERNAL EMAIL

60'- 4x2 RCB- $205 LF

Can you provide plans so that we can draft a lay schedule please.

Thanks,

FORTERRA | PIPE & PRECAST

Paul Thorburn
Sales Manager

801 Airport Blvd
Austin, TX 78702
T 512.385.3950 C 512.913.2946
Paul.Thorburn@forterrabp.com

From: Alexander Krejchi [mailto:akrejchi@prim.com]
Sent: Wednesday, June 9, 2021 8:31 AM
To: Paul Thorburn <Paul.Thorburn@forterrabp.com>
Subject: CR101 Added 4x2 box culvert

WARNING: This email originated from **outside of the organization.** Please use CAUTION when opening attachments or clicking links.

Paul,

We just received a change order from Williamson County requesting 60LF of 4x2 box culvert be added to the CR101 Project in Williamson County. Can you provide a price, F.O.B. Jobsite for that box culvert?

Thanks,

Alexander Krejchi
Project Engineer
James Construction
PH: 254-718-4392
www.prim.com

EquipmentWatch.

www.equipmentwatch.com

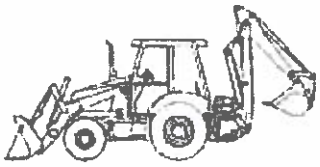
All prices shown in US dollars ($)

Rental Rate Blue Book®

June 2, 2021

Caterpillar 420FIT (disc. 2015)
Tractor-Loader-Backhoes

Size Class:
14' to Under 15'
Weight:
N/A



Configuration for 420FIT (disc. 2015)

Operator Protection	**ROPS/FOPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $4,250.00	USD $1,190.00	USD $300.00	USD $45.00	USD $22.32	USD $46.47
Adjustments						
Region (Houston, Texas: 91.5%)	(USD $361.25)	(USD $101.15)	(USD $25.50)	(USD $3.83)		
Model Year (2015: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,888.75**	**USD $1,088.85**	**USD $274.50**	**USD $41.17**	**USD $22.32**	**USD $44.42**

Non-Active Use Rates

	Hourly
Standby Rate	USD $11.27
Idling Rate	USD $31.24

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	USD $1,615.00/mo
Overhaul (ownership)	49%	USD $2,082.50/mo
CFC (ownership)	4%	USD $170.00/mo
Indirect (ownership)	9%	USD $382.50/mo
Fuel (operating) @ USD 2.53	41%	USD $9.14/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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www.equipmentwatch.com

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All prices shown in US dollars ($)

Rental Rate Blue Book®

June 4, 2021

Ford F-250
On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight:
N/A

Configuration for F-250

Axle Configuration	**4.0 X 4.0**	Cab Type	**Crew**
Horsepower	**385.0 hp**	Power Mode	**Gasoline**
Ton Rating	**3.0 / 4.0**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $990.00	USD $280.00	USD $70.00	USD $11.00	USD $19.51	USD $25.14
Adjustments						
Region (Houston, Texas: 93.2%)	(USD $67.32)	(USD $19.04)	(USD $4.76)	(USD $0.75)		
Model Year (2013: 96.5%)	(USD $32.29)	(USD $9.13)	(USD $2.28)	(USD $0.36)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $890.39**	**USD $251.83**	**USD $62.96**	**USD $9.89**	**USD $19.51**	**USD $24.57**

Non-Active Use Rates

	Hourly
Standby Rate	USD $3.59
Idling Rate	USD $20.35

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	57%	USD $564.30/mo
Overhaul (ownership)	29%	USD $287.10/mo
CFC (ownership)	3%	USD $29.70/mo
Indirect (ownership)	11%	USD $108.90/mo
Fuel (operating) @ USD 2.09	78%	USD $15.29/hr

Revised Date: 1st half 2021

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EquipmentWatch

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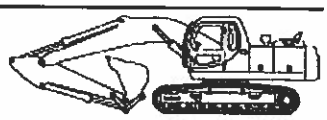
Rental Rate Blue Book®

June 2, 2021

Caterpillar 336F L (disc. 2019)
Crawler Mounted Hydraulic Excavators

Size Class:
33.1 - 40.0 MTons
Weight:
N/A



Configuration for 336F L (disc. 2019)

Bucket Capacity	**3.2 cu yd**	Horsepower	**303 hp**
Operating Weight	**88400 lbs**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $11,760.00	USD $3,295.00	USD $825.00	USD $125.00	USD $72.20	USD $139.02
Adjustments						
Region (Houston, Texas: 92.7%)	(USD $858.48)	(USD $240.54)	(USD $60.22)	(USD $9.13)		
Model Year (2016: 99.9%)	(USD $10.91)	(USD $3.06)	(USD $0.77)	(USD $0.12)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $10,890.61**	**USD $3,051.41**	**USD $764.01**	**USD $115.76**	**USD $72.20**	**USD $134.08**

Non-Active Use Rates

	Hourly
Standby Rate	USD $32.18
Idling Rate	USD $94.03

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42%	USD $4,939.20/mo
Overhaul (ownership)	48%	USD $5,644.80/mo
CFC (ownership)	3%	USD $352.80/mo
Indirect (ownership)	7%	USD $823.20/mo
Fuel (operating) @ USD 2.53	45%	USD $32.15/hr

Revised Date: 1st half 2021

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All prices shown in US dollars ($)

Rental Rate Blue Book®

June 2, 2021

Caterpillar 938M
4-Wd Articulated Wheel Loaders

Size Class:
175 - 199 HP
Weight:
N/A

Configuration for 938M

Operator Protection	**ROPS/FOPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $6,885.00	USD $1,930.00	USD $485.00	USD $73.00	USD $32.04	USD $71.16
Adjustments						
Region (Houston, Texas: 91.5%)	(USD $585.22)	(USD $164.05)	(USD $41.22)	(USD $6.20)		
Model Year (2015: 99.2%)	(USD $50.40)	(USD $14.13)	(USD $3.55)	(USD $0.53)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,249.38**	**USD $1,751.82**	**USD $440.22**	**USD $66.26**	**USD $32.04**	**USD $67.55**

Non-Active Use Rates	Hourly
Standby Rate	USD $21.66
Idling Rate	USD $49.17

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	47%	USD $3,235.95/mo
Overhaul (ownership)	39%	USD $2,685.15/mo
CFC (ownership)	4%	USD $275.40/mo
Indirect (ownership)	10%	USD $688.50/mo
Fuel (operating) @ USD 2.53	43%	USD $13.66/hr

Revised Date: 1st half 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for KAYLA WILLIAMS (kwilliams@prim.com)

www.equipmentwatch.com

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J103-01

INVOICE

Date: 1/28/2022

Invoice # 10783-11

Primoris Services Corporation
James Construction Group

Bill To:
Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE:
Williamson
CR 101
Project No.: 2138
Control No.: 2138

Qty	UM	Description	Unit Price	Total
1.00	LS	Relocate 24in Bore across CR368 - Per Jonah Water Revision	$5,910.82	**$5,910.82**
			Total	**$5,910.82**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	1/28/2022	**Project:**	CR101	**County:**	Williamson
CO Pricing Good For:	45 Days (unless noted otherwise elsewhere)	**Control:**	2138	**Highway:**	CR101
Description:		**Original Contract:**	**Net CO:** $ -	**Revised Contract:**	

Estimated Qty: 1.00 LS
Estimated Change in Contract Sum: $ 5,910.82
Estimated Change in Contract Time:

Narrative:

PSC received revised plan sheets shifting the 24" Bore across CR368 to a new alignment from Jonah on November 15th, 2021. An email was sent requesting the opportunity to price this work because PSC believes this is a change in scope. No agreement was made. Due to the critical nature of the work to gain access to the last section of roadway needed to complete the project, PSC proceeded with the work.

PSC is requesting reimbursement for the cost associated with contracting Sexton to complete the relocation of the bore and reinstallation of the pipe and 1 day of flagging to facilitate safe access while the bore is relocated

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
John Furnace	8.00	2.00	HR	$ 19.00	$ 28.50	$ 209.00
John Ethan Furnace	8.00	2.00	HR	$ 15.00	$ 22.50	$ 165.00
					Subtotal	$ 209.00
					15% Markup	$ 31.35
					55% Burdens	$ 114.95
					Total Labor	$ 355.30

Equipment	QTY	UM	Rate	Extended
			Subtotal	$ -
			15% Markup	$ -
			Total Equipment	$ -

Subcontractors	QTY	UM	Price	Extended
Sexton Proposal - Move 16" Line - 11/17/2021	1.00	LS	$ 4,780.00	$ 4,780.00
				$ -
			Subtotal	$ 4,780.00
			15% Markup	$ 717.00
			Total Subcontract	$ 5,497.00

Material	QTY	UM	Price	Extended
			Subtotal	$0.00
			15% Markup	$ -
			Total Material	$ -

Additional Work Items	QTY	Units	Price	Extended
		DOL	$ -	$ -
			Total	$ -

TOTAL OF WORK PERFORMED	$ 5,852.30
BOND FEE (ADD 1%)	$ 58.52
TOTAL COST	$ 5,910.82
UNIT PRICE (TOTAL COST/EST. QTY)	$ 5,910.82

Sexton, Inc.

2472 Washburn Rd.
Luling, TX 78648

Melba Sexton, President
sextoninc@outlook.com
(830) 743-1518

John Sexton, Vice-President
sextoninc@live.com
(830) 743-1516

BID PROPOSAL

DATE: 11/17/2021

Sexton, Inc. proposes the following bid of $ $ 4,780.00
Bid Prepared for: James Construction (Jonah Water)

Scope: Moving 16" Line over for Tie In

James Construction will be responsible for Traffic Control & for contacting the Electric Company to watch over the telephone pole

Any significant changes to scope will be negotiated prior to commencement of work.

This bid expires 11/19/2021 @ 5:00 PM.

_____ _____

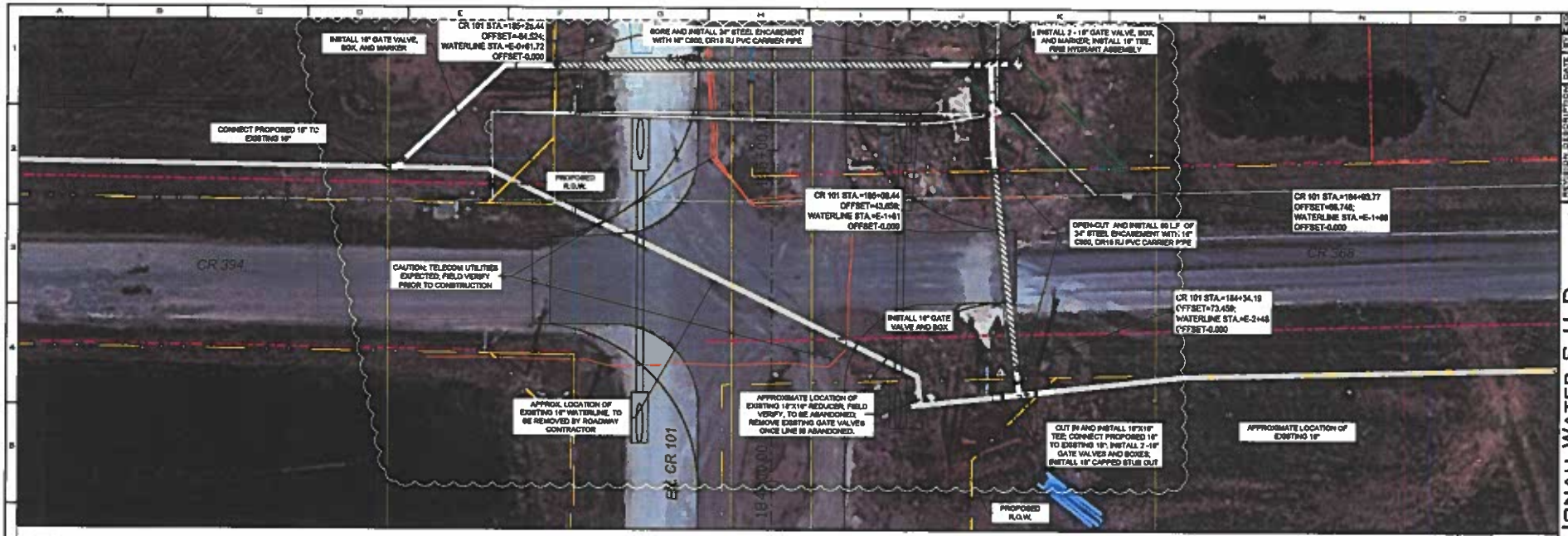
Signature: Acceptance of Bid Date

Billing Information: _____

_____

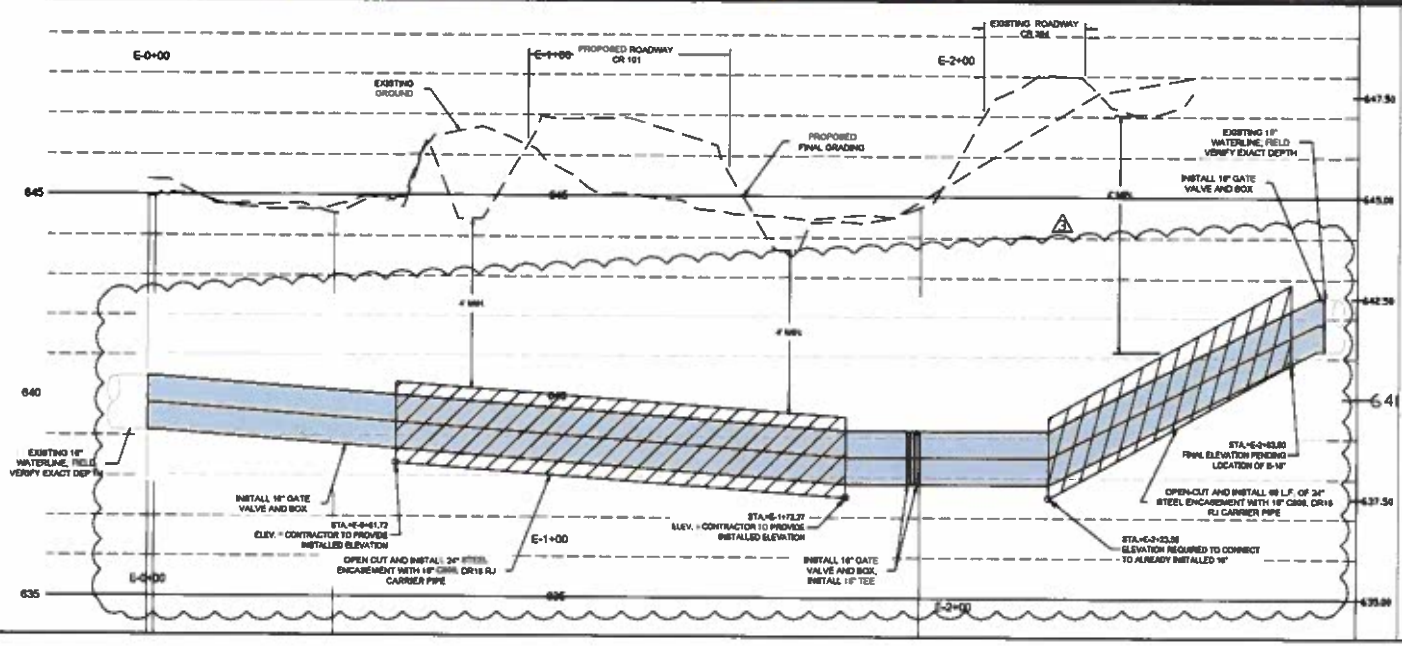
_____

Applicable Sales Tax is not included.



REVISION NOTE:
- THE BORE UNDER CR 388 WAS REQUESTED TO BE REVISED TO BE INSTALLED UTILIZING AN OPEN-CUT AND SHIFTED 9' TOWARDS THE EAST, IN AN EFFORT TO AVOID A CONFLICT WITH A NEWLY INSTALLED AT&T UTILITY.
- BORE LENGTH UNDER CR 388 IS TO BE SHORTENED AND A PORTION TO BE INSTALLED UTILIZING OPEN-CUT TO AVOID CONFLICT WITH A NEWLY INSTALLED AT&T UTILITY.

REVISION NOTE:
- THE 24" ENCASEMENT UNDER CR 388 WAS INSTALLED WITHOUT VERIFYING LOCATIONS OF E-1+00'; CONTRACTOR SHALL RE-INSTALL ENCASEMENT UNDER CR 388 IN A MANNER THAT ALLOWS FOR CONNECTION TO C-90° VERTICAL FITTING MANUFACTURE'S RECOMMENDED TOLERANCES.
- CONTRACTOR INSTALLED P-16" AND P-4" IN A DIFFERING LOCATION FROM THAT WAS ORIGINALLY PLANNED FOR THE CR 101 CROSSING. THESE PLANS ILLUSTRATE THE LOCATION AS THE P-16" LINE WAS INSTALLED, NOT AS ORIGINALLY DESIGNED.
- CONTRACTOR SHALL PROVIDE ELEVATIONS OF THE INSTALLED 16".
- ALIGNMENTS FOR PIPELINE "E" AND "I" HAVE CHANGED DUE TO LOCATIONS OF CONTRACTOR INSTALLED PIPELINES.



JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2016 - C.R. 101 UTILITY RELOCATION

STA. E-0+00 TO E-2+58

DESIGN: [illegible]
DRAWN: [illegible]
CKD: [illegible]
SEAL:

APPROVED:

DATE: [illegible]2/2021

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24169
WACO, TX 76702
PH: 254-744-3439

SHEET 6 OF 17

Alexander Krejchi

From: Clayton Weber <cweber@HNTB.com>
Sent: Friday, December 10, 2021 1:49 PM
To: Kyle McCoy
Cc: Paul Hering; Alexander Krejchi; 62811_2138_CR101; Oscar Salazar-Bueno
Subject: Re: Jonah Waterline Corrections

EXTERNAL EMAIL

Great thanks

Sent from my iPhone

On Dec 10, 2021, at 1:36 PM, Kyle McCoy <klmccoy@hntb.com> wrote:

I wanted to let everyone know that the bac T passed. Everything should be lined up to make the tie-in on Tuesday.

On Dec 9, 2021, at 3:10 PM, Kyle McCoy <klmccoy@hntb.com> wrote:

Paul,

HNTB has received your email concerning the relocation if the 24" encasement and you will be contacted at a later date to discuss this issue.

As for the testing, Sexton pulled 2 bac T samples for the 16" waterline at the CR 368 intersection today and they were transported to the lab for testing. Jonah's inspector was present to assist with the sampling. At this point everyone is preparing to make the switch next Tuesday (December 14th) if the bac T passes. The results for the bac T test should be back sometime after lunch tomorrow.

The Jonah inspector was present and the 4" waterline was pressure tested and that test passed.

Regards,

Kyle McCoy
Senior Inspector
Tel (512) 744-9082 Cell (512) 677-1861 Email klmccoy@hntb.com
Williamson County Road Bond Program
HNTB CORPORATION
101 E. Old Settlers Blvd. Suite 100 | Round Rock, Texas 78664 | hntb.com

<image002.gif>
100+ YEARS OF INFRASTRUCTURE SOLUTIONS

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From: Paul Hering <phering@prim.com>
Sent: Wednesday, December 8, 2021 12:27 PM
To: Kyle McCoy <klmccoy@HNTB.com>; Alexander Krejchi <akrejchi@prim.com>
Cc: 62811_2138_CR101 <62811_2138_CR101@HNTB.com>; Clayton Weber <cweber@HNTB.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>
Subject: RE: Jonah Waterline Corrections

Kyle,

The 24" encasement was placed per plan. JCG has relocated the encasement and line in order to continue progress on the project to the new proposed location. JCG is not responsible for the incurred cost in any form, and will need to be reimbursed for this additional work.

Furthermore, Sexton has been ready for pressure testing since 11:00 AM yesterday. Inspection of the proposed tie-ins has become an issue. The directive from Jonah has become quite inconsistent over the last few days in regards to PSI and procedure. Please provide clarification as to how JCG is to proceed with the work in this area as to not cause delay to the project.

Please contact me with any questions.

Thank you,

Paul R Hering
Senior Project Manager
James Construction Group
5880 W HWY 190
Belton, TX 76513

(254)-913-2163
www.prim.com

<image001.jpg>
"No business objective is so important that it will be pursued at the sacrifice of safety."

From: Kyle McCoy <klmccoy@HNTB.com>
Sent: Friday, November 19, 2021 10:54 AM
To: Paul Hering <phering@prim.com>; Alexander Krejchi <akrejchi@prim.com>
Cc: 62811_2138_CR101 <62811_2138_CR101@HNTB.com>; Clayton Weber <cweber@HNTB.com>; Oscar Salazar-Bueno <osalazarbueno@HNTB.com>
Subject: RE: Jonah Waterline Corrections

EXTERNAL EMAIL

Paul,

Jonah Water has indicated that the 24" encasement and 16" line placed across were not installed properly. The encasement and line will have to be moved and installed in the correct location. Any costs that are incurred due to this work will be the responsibility of the JCG and/or Sexton.

Regards,

Kyle McCoy
Senior Inspector
Tel (512) 744-9082 **Cell** (512) 677-1861 **Email** klmccoy@hntb.com
Williamson County Road Bond Program
HNTB CORPORATION
101 E. Old Settlers Blvd., Suite 100 | Round Rock, Texas 78664 | hntb.com

<image002.gif>
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From: Paul Hering <phering@prim.com>
Sent: Thursday, November 18, 2021 1:20 PM
To: Kyle McCoy <klmccoy@HNTB.com>; Alexander Krejchi <akrejchi@prim.com>
Cc: 62811_2138_CR101 <62811_2138_CR101@HNTB.com>
Subject: RE: Jonah Waterline Corrections

Kyle,

JCG will proceed with these corrections, however please be advised that the alignment has been altered from the original scope, so this correction will need to be overrun by the existing items.

Thank you,

Paul R Hering
Senior Project Manager
James Construction Group
5880 W HWY 190
Belton, TX 76513

(254)-913-2163
www.prim.com

<image001.jpg>

"No business objective is so important that it will be pursued at the sacrifice of safety."

From: Kyle McCoy <klmccoy@HNTB.com>
Sent: Monday, November 15, 2021 9:49 AM
To: Alexander Krejchi <akrejchi@prim.com>; Paul Hering <phering@prim.com>
Cc: 62811_2138_CR101 <62811_2138_CR101@HNTB.com>
Subject: Jonah Waterline Corrections

EXTERNAL EMAIL

Alex/Paul,

Attached is a new plans sheet for some corrections that have to be made before the waterline(s) can be tied in.

Regards,

Kyle McCoy
Senior Inspector
Tel (512) 744-9082 Cell (512) 677-1861 Email klmccoy@hntb.com
Williamson County Road Bond Program
HNTB CORPORATION
101 E. Old Settlers Blvd., Suite 100 | Round Rock, Texas 78664 | hntb.com

<image002.gif>
100+ YEARS OF INFRASTRUCTURE SOLUTIONS

Twitter | LinkedIn | Facebook | Instagram

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Commissioners Court - Regular Session **63.**

Meeting Date: 12/20/2022

2013 Road Bond Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $100,000 from P238 (Ronald Reagan Blvd. Extension) to P237 (DB Woods at SH29), $200,000 from P224 (North Mays Extension) to P270 (Great Oaks at Brushy Creek Bridge), $200,000 from P271 (Seward Junction Southeast) to P261 (CR 110 Middle).

Background

Please see the attached memo for further information about the funds being transferred.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/14/2022 08:52 AM
Form Started By: Tomika Lynce		Started On: 12/14/2022 08:29 AM
Final Approval Date: 12/14/2022		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

December 12, 2022

Re: 2013 Road Bond Project Budget Adjustment

Dear Ms. Lynce,

Please process the following 2013 Road Bond budget adjustment:

- Move $100,000.00 from P238 Reagan Blvd. Ext. to P237 DB Woods at SH29
- Move $200,000.00 from P224 North Mays Ext. to P270 Great Oaks at Brushy Creek Rd
- Move $200,000.00 from P271 Seward Jnct SE to P261 CR110 Middle

If you have any questions, please let me know.

Thank you

Michael J. Weaver

Cc: Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **64.**

Meeting Date: 12/20/2022

LTP Budget Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a LTP transfer per Mike Weaver, Road Bond Manager, to move $2,000,000 from P457 (LTP ROW) to P621 (Long Range Transportation Plan Update).

Background

This transfer is necessary to create P621 (Long Range Transportation Plan Update).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LTP Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/15/2022 08:51 AM
Form Started By: Tomika Lynce		Started On: 12/14/2022 04:52 PM
Final Approval Date: 12/15/2022		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

December 14, 2022

Re: FY 2023 Transportation Corridor Budget Adjustment

Dear Ms. Lynce,

Please make the following budget adjustment for the Long-Term Planning Projects:

- Move $2,000,000.00 from P457 LTP ROW to a new P# for Long Range Transportation Plan (LRTP) Update

If you have any questions, please let me know.

Thank you.

Michael J. Weaver

Cc: Julie Kiley, Williamson County Auditor's Office
Pam Navarrette, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
J. Terron Evertson, P.E., Williamson County Engineer
Charlie Crossfield, Sheets & Crossfield, LP
Christen Eschberger, P.E., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **65.**

Meeting Date: 12/20/2022

Award of IFB #23IFB13 Bud Stockton Extension to Cash Construction for HNTB

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #23IFB13 Bud Stockton Extension to the lowest and best bidder, Cash Construction, in the not-to-exceed amount of $5,917,275.00. Funding Source is P307.

Background

Williamson County sent out over five thousand one hundred (5,100) notifications with sixty-eight (68) document takers and received twelve (12) bids. The bids have been reviewed and the apparent low bidder, Cash Construction, was found to be responsive, and materially balanced. Their lowest bid of $5,917,275.00 was 16.4% below the Engineer's Estimate. The bidding was competitive with the lowest two bidders being within 0.8% of each other. In addition to meeting the bid qualifications subject to being low bidder, Cash Construction, has completed previous projects for Williamson County. Based on the quality of work performed and favorable working relationship with the County and its representatives, it is recommended to award IFB #23IFB13 Bud Stockton Extension to Cash Construction. Funding Source is P307. Point of contact is Randy Whit Friend.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/15/2022 10:50 AM
County Judge Exec Asst.	Becky Pruitt	12/15/2022 11:00 AM
Form Started By: Gretchen Glenn		Started On: 12/13/2022 04:11 PM
Final Approval Date: 12/15/2022		

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

December 13, 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
Bud Stockton Extension
Williamson County Project No. 23IFB13
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 bidder (Cash Construction) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	Cash Construction	$5,917,275.00
2.	DNT Construction, LLC	$5,962,599.10
3.	Jordan Foster Construction, LLC	$6,846,220.93
4.	Austin Engineering Co., Inc.	$6,989,405.26
5.	Chasco Constructors	$7,259,299.00
6.	Smith Contracting	$7,269,444.92
7.	Liberty Civil Construction	$7,337,375.82
8.	Joe Bland Construction, L.P.	$7,512,092.64
9.	Patin Construction	$7,572,744.00
10.	Capital Excavation	$7,605,152.70
11.	James Construction Group, LLC	$7,925,330.38
12.	Aaron Concrete Contractors, L.P.	$8,208,692.35

The lowest bidder was 16.4% below the Engineers Estimate. The bidding was competitive with the lowest two bidders being within 0.8% of each other.

In addition to meeting the bid qualifications subject to being low bidder, Cash Construction, has completed previous projects for Williamson County including Old 2243 (Hero Way West), Tradesman Park Drive Crossing - Railroad Crossing South of US 79, San Gabriel Parkway West - Halsey Dr to Bagdad Rd, and Gattis School Road - Red Bud Ln. to Winterfield Dr. We concur

with the recommendation of the Design Engineer, Pape-Dawson Engineers, for award of the Bud Stockton Extension construction contract to Cash Construction in the amount of $5,917,275.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

Oscar Salazar-Bueno, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
Bud Stockton Extension
December 12, 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 (%)
Cash Construction	$ 5,917,275.00	1	($1,158,432.45)	-16.4%	$ -	0.0%
DNT Construction, LLC	$ 5,962,599.10	2	($1,113,108.35)	-15.7%	$ 45,324.10	0.8%
Jordan Foster Construction, LLC	$ 6,846,220.93	3	($229,486.52)	-3.2%	$ 928,945.93	15.7%
Austin Engineering Co., Inc.	$ 6,989,405.26	4	($86,302.19)	-1.2%	$ 1,072,130.26	18.1%
Chasco Constructors	$ 7,259,299.00	5	$183,591.55	2.6%	$ 1,342,024.00	22.7%
Smith Contracting	$ 7,269,444.92	6	$193,737.47	2.7%	$ 1,352,169.92	22.9%
Liberty Civil Construction	$ 7,337,375.82	7	$261,668.37	3.7%	$ 1,420,100.82	24.0%
Joe Bland Construction, L.P.	$ 7,512,092.64	8	$436,385.19	6.2%	$ 1,594,817.64	27.0%
Patin Construction	$ 7,572,744.00	9	$497,036.55	7.0%	$ 1,655,469.00	28.0%
Capital Excavation	$ 7,605,152.70	10	$529,445.25	7.5%	$ 1,687,877.70	28.5%
James Construction Group, LLC	$ 7,925,330.38	11	$849,622.93	12.0%	$ 2,008,055.38	33.9%
Aaron Concrete Contractors, L.P.	$ 8,208,692.35	12	$1,132,984.90	16.0%	$ 2,291,417.35	38.7%

Williamson County Road Bond Program
Bud Stockton Extension
December 12, 2022

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Cash Construction		DNT Construction, LLC		Jordan Foster Construction, LLC		Austin Engineering Co., Inc.		Chasco Constructors		Smith Contracting		Liberty Civil Construction		Joe Bland Construction, L.P.		Patin Construction		Capital Excavation		James Construction Group, LLC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	0100-6002	PREPARING ROW	99.4	STA	$ 2,000.00	$ 198,800.00	$ 500.00	$ 49,700.00	$ 600.00	$ 59,640.00	$ 6,700.00	$ 665,980.00	$ 700.00	$ 69,580.00	$ 1,000.00	$ 99,400.00	$ 1,480.00	$ 147,112.00	$ 500.00	$ 49,700.00	$ 195.00	$ 19,383.00	$ 1,000.00	$ 99,400.00	$ 192.00	$ 19,084.80	5,164.00	$ 513,301.60
2	0104-6021	REMOVING CONC (CURB)	131	LF	$ 7.50	$ 982.50	$ 10.00	$ 1,310.00	$ 5.50	$ 720.50	$ 11.00	$ 1,441.00	$ 5.00	$ 655.00	$ 8.00	$ 1,048.00	$ 10.00	$ 1,310.00	$ 21.79	$ 2,854.49	$ 24.00	$ 3,144.00	$ 10.00	$ 1,310.00	$ 17.05	$ 2,233.55	3.69	$ 483.39
3	0105-6037	REMOVING STAB BASE AND ASPH PAV(0"-16")	2,010	SY	$ 7.50	$ 15,075.00	$ 12.00	$ 24,120.00	$ 1.20	$ 2,412.00	$ 10.00	$ 20,100.00	$ 3.00	$ 6,030.00	$ 15.00	$ 30,150.00	$ 8.00	$ 16,080.00	$ 3.27	$ 6,572.70	$ 5.00	$ 10,050.00	$ 25.00	$ 50,250.00	$ 8.85	$ 17,788.50	3.40	$ 6,834.00
4	0110-6001	EXCAVATION (ROADWAY)	61,537	CY	$ 10.50	$ 646,138.50	$ 8.00	$ 492,296.00	$ 6.50	$ 399,990.50	$ 0.01	$ 615.37	$ 13.75	$ 846,133.75	$ 15.00	$ 923,055.00	$ 10.25	$ 630,754.25	$ 21.79	$ 1,340,891.23	$ 11.00	$ 676,907.00	$ 17.00	$ 1,046,129.00	$ 13.60	$ 836,903.20	20.57	$ 1,265,816.09
5	0110-6002	EXCAVATION (CHANNEL)	2,278	CY	$ 10.50	$ 23,919.00	$ 12.00	$ 27,336.00	$ 7.50	$ 17,085.00	$ 28.00	$ 63,784.00	$ 15.50	$ 35,309.00	$ 15.00	$ 34,170.00	$ 15.00	$ 34,170.00	$ 21.79	$ 49,637.62	$ 13.50	$ 30,753.00	$ 18.00	$ 41,004.00	$ 17.20	$ 39,181.60	24.15	$ 55,013.70
6	0132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	267	CY	$ 13.00	$ 3,471.00	$ 16.00	$ 4,272.00	$ 20.35	$ 5,433.45	$ 45.00	$ 12,015.00	$ 21.50	$ 5,740.50	$ 12.00	$ 3,204.00	$ 10.00	$ 2,670.00	$ 21.79	$ 5,817.93	$ 13.00	$ 3,471.00	$ 25.00	$ 6,675.00	$ 13.55	$ 3,617.85	13.51	$ 3,607.17
7	0132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	49,783	CY	$ 20.00	$ 995,660.00	$ 16.00	$ 796,528.00	$ 16.30	$ 811,462.90	$ 0.01	$ 497.83	$ 24.00	$ 1,194,792.00	$ 26.00	$ 1,294,358.00	$ 26.50	$ 1,319,249.50	$ 21.79	$ 1,084,771.57	$ 33.00	$ 1,642,839.00	$ 24.00	$ 1,194,792.00	$ 31.20	$ 1,553,229.60	23.36	$ 1,162,930.88
8	0160-WC01	FURNISHING AND PLACING TOPSOIL (4")	87,762	SY	$ 1.00	$ 87,762.00	$ 0.50	$ 43,881.00	$ 0.55	$ 48,269.10	$ 2.00	$ 175,524.00	$ 0.50	$ 43,881.00	$ 1.00	$ 87,762.00	$ 2.00	$ 175,524.00	$ 1.59	$ 139,541.58	$ 2.00	$ 175,524.00	$ 2.00	$ 175,524.00	$ 2.13	$ 186,933.06	0.96	$ 84,251.52
9	0161-WC01	EROSION CONTROL COMPOST (3")	21,946	SY	$ 4.00	$ 87,784.00	$ 7.00	$ 153,622.00	$ 4.50	$ 98,757.00	$ 2.90	$ 63,643.40	$ 3.00	$ 65,838.00	$ 5.50	$ 120,703.00	$ 3.50	$ 76,811.00	$ 7.68	$ 168,545.28	$ 8.00	$ 175,568.00	$ 3.00	$ 65,838.00	$ 4.25	$ 93,270.50	5.00	$ 109,730.00
10	0162-WC103	MULCH TOPDRESSING (5")	21,946	SY	$ 5.00	$ 109,730.00	$ 10.00	$ 219,460.00	$ 6.00	$ 131,676.00	$ 3.80	$ 83,394.80	$ 2.00	$ 43,892.00	$ 8.50	$ 186,541.00	$ 4.50	$ 98,757.00	$ 3.77	$ 82,736.42	$ 8.00	$ 175,568.00	$ 3.00	$ 65,838.00	$ 3.90	$ 85,589.40	5.00	$ 109,730.00
11	0164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	43,885	SY	$ 0.45	$ 19,748.25	$ 0.80	$ 35,108.00	$ 0.95	$ 41,690.75	$ 0.30	$ 13,165.50	$ 1.00	$ 43,885.00	$ 0.32	$ 14,043.20	$ 0.36	$ 15,798.60	$ 0.87	$ 38,179.95	$ 0.88	$ 38,618.80	$ 1.00	$ 43,885.00	$ 0.15	$ 6,582.75	0.30	$ 13,165.50
12	0164-WC05	SEEDING FOR EROSION CONTROL (PERM)(WARM)(TYS)	87,762	SY	$ 0.75	$ 65,821.50	$ 1.00	$ 87,762.00	$ 0.95	$ 83,373.90	$ 0.42	$ 36,860.04	$ 1.00	$ 87,762.00	$ 0.40	$ 35,104.80	$ 0.46	$ 40,370.52	$ 0.98	$ 86,006.76	$ 0.99	$ 86,884.38	$ 1.00	$ 87,762.00	$ 0.22	$ 19,307.64	0.38	$ 33,349.56
13	0164-WC10	SEEDING FOR EROSION CONTROL (TEMP)(WARM)(TY 10)	43,885	SY	$ 0.25	$ 10,971.25	$ 0.80	$ 35,108.00	$ 0.95	$ 41,690.75	$ 0.30	$ 13,165.50	$ 1.00	$ 43,885.00	$ 0.32	$ 14,043.20	$ 0.36	$ 15,798.60	$ 0.87	$ 38,179.95	$ 0.88	$ 38,618.80	$ 1.00	$ 43,885.00	$ 0.15	$ 6,582.75	0.30	$ 13,165.50
14	0166-6002	FERTILIZER	6.2	TON	$ 1,985.00	$ 12,307.00	$ 2,250.00	$ 13,950.00	$ 1,375.00	$ 8,525.00	$ 1,700.00	$ 10,540.00	$ 1,450.00	$ 8,990.00	$ 1,600.00	$ 9,920.00	$ 1,900.00	$ 11,780.00	$ 2,124.49	$ 13,171.84	$ 2,194.96	$ 13,360.75	$ 1,000.00	$ 6,200.00	$ 2,309.00	$ 14,260.00	1,550.00	$ 9,610.00
15	0168-WC01	VEGETATIVE WATERING	2,640	MG	$ 15.00	$ 39,600.00	$ 26.00	$ 68,640.00	$ 49.50	$ 130,680.00	$ 32.00	$ 84,480.00	$ 12.00	$ 31,680.00	$ 15.00	$ 39,600.00	$ 21.00	$ 55,440.00	$ 3.54	$ 9,345.60	$ 39.68	$ 104,755.20	$ 10.00	$ 26,400.00	$ 32.85	$ 86,724.00	25.00	$ 66,000.00
16	0169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	47,196	SY	$ 2.25	$ 106,191.00	$ 1.50	$ 70,794.00	$ 2.20	$ 103,831.20	$ 1.50	$ 70,794.00	$ 2.00	$ 94,392.00	$ 1.40	$ 66,074.40	$ 1.60	$ 75,513.60	$ 1.53	$ 72,209.88	$ 1.55	$ 73,153.80	$ 4.00	$ 188,784.00	$ 1.75	$ 82,593.00	1.30	$ 61,354.80
17	0247-6041	FL BS (CMP IN PLC)(TY A GR 1-2)(FINAL POS)	301	CY	$ 55.00	$ 16,555.00	$ 42.00	$ 12,642.00	$ 109.00	$ 32,809.00	$ 105.00	$ 31,605.00	$ 77.00	$ 23,177.00	$ 100.00	$ 30,100.00	$ 85.00	$ 25,585.00	$ 44.34	$ 13,346.34	$ 51.75	$ 15,576.75	$ 60.00	$ 18,060.00	$ 113.00	$ 34,013.00	40.36	$ 12,148.36
18	0247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FINAL POS)	13,525	CY	$ 55.00	$ 743,875.00	$ 42.00	$ 568,050.00	$ 44.00	$ 595,100.00	$ 65.00	$ 879,125.00	$ 77.00	$ 1,041,425.00	$ 47.00	$ 635,675.00	$ 49.00	$ 662,725.00	$ 44.34	$ 599,698.50	$ 51.75	$ 699,918.75	$ 50.00	$ 676,250.00	$ 47.45	$ 641,761.25	58.64	$ 793,106.00
19	0260-6001	LIME (HYDRATED LIME (DRY))	811	TON	$ 345.00	$ 279,795.00	$ 250.00	$ 202,750.00	$ 364.00	$ 295,204.00	$ 250.00	$ 202,750.00	$ 260.00	$ 210,860.00	$ 260.00	$ 210,860.00	$ 250.00	$ 202,750.00	$ 235.09	$ 190,657.99	$ 274.00	$ 222,214.00	$ 288.00	$ 217,348.00	$ 270.00	$ 218,970.00	242.30	$ 196,506.30
20	0260-6073	LIME TRT (SUBGRADE)(8")	44,652	SY	$ 4.00	$ 178,608.00	$ 5.00	$ 223,260.00	$ 2.30	$ 102,699.60	$ 6.50	$ 290,238.00	$ 3.00	$ 133,956.00	$ 4.00	$ 178,608.00	$ 3.50	$ 156,282.00	$ 3.57	$ 159,407.64	$ 9.00	$ 401,868.00	$ 6.00	$ 267,912.00	$ 7.35	$ 328,192.20	3.38	$ 150,923.76
21	0310-6001	PRIME COAT (MULTI OPTION)	8,201	GAL	$ 7.00	$ 57,407.00	$ 5.00	$ 41,005.00	$ 5.20	$ 42,645.20	$ 4.85	$ 39,774.85	$ 5.50	$ 45,105.50	$ 5.00	$ 41,005.00	$ 5.75	$ 47,155.75	$ 4.36	$ 35,756.36	$ 5.47	$ 44,859.47	$ 5.50	$ 45,105.50	$ 5.60	$ 45,925.60	4.75	$ 38,954.75
22	0316-6193	AGGR(TY-D GR-S SAC-B)	286	CY	$ 140.00	$ 40,040.00	$ 290.00	$ 82,940.00	$ 195.80	$ 55,998.80	$ 185.00	$ 52,910.00	$ 206.00	$ 58,916.00	$ 185.00	$ 52,910.00	$ 335.00	$ 95,810.00	$ 504.43	$ 144,266.98	$ 205.06	$ 58,647.16	$ 215.00	$ 61,490.00	$ 209.00	$ 59,774.00	178.00	$ 50,908.00
23	0316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	13,113	GAL	$ 6.00	$ 78,678.00	$ 6.00	$ 78,678.00	$ 4.95	$ 64,909.35	$ 4.60	$ 60,319.80	$ 5.00	$ 65,565.00	$ 4.80	$ 62,942.40	$ 6.50	$ 85,234.50	$ 7.39	$ 96,905.07	$ 5.18	$ 67,925.34	$ 5.50	$ 72,121.50	$ 5.30	$ 69,498.90	4.50	$ 59,008.50
24	0400-6008	CUT & RESTORE ASPH PAVING	169	SY	$ 208.00	$ 35,152.00	$ 120.00	$ 20,280.00	$ 37.80	$ 6,388.20	$ 139.00	$ 23,491.00	$ 250.00	$ 42,250.00	$ 155.00	$ 26,195.00	$ 125.00	$ 21,125.00	$ 92.55	$ 15,640.95	$ 175.00	$ 29,575.00	$ 105.00	$ 17,745.00	$ 250.00	$ 42,250.00	116.25	$ 19,646.25
25	0432-6002	RIPRAP (CONC)(5 IN)	60	CY	$ 515.00	$ 30,900.00	$ 780.00	$ 46,800.00	$ 728.00	$ 43,680.00	$ 825.00	$ 49,500.00	$ 800.00	$ 48,000.00	$ 630.00	$ 37,800.00	$ 520.00	$ 31,200.00	$ 745.67	$ 44,740.20	$ 928.89	$ 55,733.40	$ 500.00	$ 30,000.00	$ 590.00	$ 35,400.00	543.33	$ 32,599.80
26	0432-6024	RIPRAP (STONE COMMON)(DRY)(12 IN)	65	CY	$ 165.00	$ 10,725.00	$ 80.00	$ 5,200.00	$ 121.00	$ 7,865.00	$ 260.00	$ 16,900.00	$ 133.00	$ 8,645.00	$ 200.00	$ 13,000.00	$ 235.00	$ 15,275.00	$ 149.11	$ 9,692.15	$ 221.02	$ 14,366.30	$ 250.00	$ 16,250.00	$ 148.00	$ 9,620.00	226.76	$ 14,739.40
27	0432-6035	RIPRAP (STONE PROTECTION)(24 IN)	368	CY	$ 175.00	$ 64,400.00	$ 80.00	$ 29,440.00	$ 121.00	$ 44,528.00	$ 250.00	$ 92,000.00	$ 133.00	$ 48,944.00	$ 200.00	$ 73,600.00	$ 255.00	$ 93,840.00	$ 170.35	$ 62,688.80	$ 237.60	$ 87,436.80	$ 350.00	$ 128,800.00	$ 119.00	$ 43,792.00	164.21	$ 60,429.28
28	0462-6007	CONC BOX CULV (5 FT X 3 FT)	182	LF	$ 575.00	$ 104,650.00	$ 650.00	$ 118,300.00	$ 500.00	$ 91,000.00	$ 630.00	$ 114,660.00	$ 700.00	$ 127,400.00	$ 715.00	$ 130,130.00	$ 570.00	$ 103,740.00	$ 382.72	$ 69,655.04	$ 562.00	$ 102,284.00	$ 550.00	$ 100,100.00	$ 470.00	$ 85,540.00	473.97	$ 86,262.54
29	0462-6019	CONC BOX CULV (8 FT X 4 FT)	41	LF	$ 780.00	$ 31,980.00	$ 1,100.00	$ 45,100.00	$ 885.00	$ 36,285.00	$ 1,330.00	$ 54,530.00	$ 1,100.00	$ 45,100.00	$ 1,110.00	$ 45,510.00	$ 885.00	$ 36,285.00	$ 683.25	$ 28,013.25	$ 966.00	$ 39,606.00	$ 1,000.00	$ 41,000.00	$ 840.00	$ 34,440.00	972.10	$ 39,856.10
30	0464-6018	RC PIPE (CL IV)(24 IN)	130	LF	$ 154.00	$ 20,020.00	$ 100.00	$ 13,000.00	$ 91.00	$ 11,830.00	$ 175.00	$ 22,750.00	$ 111.00	$ 14,430.00	$ 115.00	$ 14,950.00	$ 130.00	$ 16,900.00	$ 87.90	$ 11,427.00	$ 123.50	$ 16,055.00	$ 100.00	$ 13,000.00	$ 116.00	$ 15,080.00	101.38	$ 13,179.40
31	0464-6020	RC PIPE (CL IV)(36 IN)	308	LF	$ 255.00	$ 78,540.00	$ 170.00	$ 52,360.00	$ 172.00	$ 52,976.00	$ 227.00	$ 69,916.00	$ 190.00	$ 58,520.00	$ 200.00	$ 61,600.00	$ 210.00	$ 64,680.00	$ 153.28	$ 47,210.24	$ 208.00	$ 64,064.00	$ 150.00	$ 46,200.00	$ 181.00	$ 55,748.00	189.57	$ 58,387.56
32	0467-6180	SET (TY I)(S= 5 FT)(HW= 4 FT)(6:1) (P)	2	EA	$ 10,000.00	$ 20,000.00	$ 30,000.00	$ 60,000.00	$ 29,035.00	$ 58,070.00	$ 21,000.00	$ 42,000.00	$ 38,000.00	$ 76,000.00	$ 33,000.00	$ 66,000.00	$ 12,800.00	$ 25,600.00	$ 30,969.04	$ 61,938.08	$ 19,557.00	$ 39,114.00	$ 20,000.00	$ 40,000.00	$ 16,900.00	$ 33,800.00	17,117.18	$ 34,234.36
33	0467-6276	SET (TY II)(S= 8 FT)(HW= 5 FT)(4:1) (C)	2	EA	$ 11,350.00	$ 22,700.00	$ 15,500.00	$ 31,000.00	$ 15,225.00	$ 30,450.00	$ 20,000.00	$ 40,000.00	$ 21,000.00	$ 42,000.00	$ 12,500.00	$ 25,000.00	$ 6,600.00	$ 13,200.00	$ 19,419.78	$ 38,839.56	$ 16,177.00	$ 32,354.00	$ 40,000.00	$ 80,000.00	$ 12,500.00	$ 25,000.00	19,222.63	$ 38,445.20
34	0467-6390	SET (TY II) (24 IN) (RCP) (4: 1) (C)	2	EA	$ 2,690.00	$ 5,380.00	$ 1,700.00	$ 3,400.00	$ 2,425.00	$ 4,850.00	$ 3,300.00	$ 6,600.00	$ 1,800.00	$ 3,600.00	$ 2,650.00	$ 5,300.00	$ 2,100.00	$ 4,200.00	$ 5,352.14	$ 10,704.28	$ 5,396.00	$ 10,792.00	$ 3,000.00	$ 6,000.00	$ 3,420.00	$ 6,840.00	1,966.22	$ 3,933.24
35	0467-6395	SET (TY II) (24 IN) (RCP) (6: 1) (P)	2	EA	$ 2,300.00	$ 4,600.00	$ 2,150.00	$ 4,300.00	$ 2,865.00	$ 5,730.00	$ 4,100.00	$ 8,200.00	$ 2,200.00	$ 4,400.00	$ 3,000.00	$ 6,000.00	$ 2,900.00	$ 5,800.00	$ 5,968.04	$ 11,936.08	$ 2,700.00	$ 5,400.00	$ 3,500.00	$ 7,000.00	$ 3,860.00	$ 7,720.00	2,303.49	$ 4,606.98
36	0467-6450	SET (TY II) (36 IN) (RCP) (4: 1) (C)	8	EA	$ 5,000.00	$ 40,000.00	$ 2,700.00	$ 21,600.00	$ 4,118.00	$ 32,944.00	$ 5,800.00	$ 46,400.00	$ 2,800.00	$ 22,400.00	$ 6,500.00	$ 52,000.00	$ 4,900.00	$ 39,200.00	$ 8,617.71	$ 68,941.68	$ 5,420.00	$ 43,360.00	$ 5,000.00	$ 40,000.00	$ 5,900.00	$ 47,200.00	4,616.95	$ 36,935.60
37	0496-6006	REMOV STR (HEADWALL)	2	EA	$ 2,810.00	$ 5,620.00	$ 1,000.00	$ 2,000.00	$ 1,700.00	$ 3,400.00	$ 4,500.00	$ 9,000.00	$ 850.00	$ 1,700.00	$ 2,027.00	$ 4,054.00	$ 2,000.00	$ 4,000.00	$ 968.40	$ 1,936.80	$ 1,071.00	$ 2,142.00	$ 1,500.00	$ 3,000.00	$ 1,040.00	$ 2,080.00	2,074.11	$ 4,148.22
38	0496-6008	REMOV STR (BOX CULVERT)	64	LF	$ 162.00	$ 10,368.00	$ 30.00	$ 1,920.00	$ 305.00	$ 19,520.00	$ 125.00	$ 8,000.00	$ 95.00	$ 6,080.00	$ 100.00	$ 6,400.00	$ 100.00	$ 6,400.00	$ 156.82	$ 10,036.48	$ 35.00	$ 2,240.00	$ 100.00	$ 6,400.00	$ 36.75	$ 2,352.00	63.97	$ 4,094.08
39	0500-6001	MOBILIZATION	1	LS	$ 629,418.95	$ 629,418.95	$ 115,300.45	$ 115,300.45	$ 298,000.00	$ 298,000.00	$ 669,000.00	$ 669,000.00	$ 135,000.00	$ 135,000.00	$ 527,000.00	$ 527,000.00	$ 550,000.00	$ 550,000.00	$ 300,000.00	$ 300,000.00	$ 81,000.00	$ 81,000.00	$ 200,000.00	$ 200,000.00	$ 500,000.00	$ 500,000.00	780,000.00	$ 780,000.00
40	0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	7	MO	$ 5,000.00	$ 35,000.00	$ 2,500.00	$ 17,500.00	$ 1,045.00	$ 7,315.00	$ 10,000.00	$ 70,000.00	$ 490.00	$ 3,500.00	$ 24,500.00	$ 5,000.00	$ 35,000.00	$ 4,000.00	$ 28,000.00	$ 1,035.01	$ 7,245.07	$ 3,255.00	$ 22,785.00	$ 5,000.00	$ 35,000.00	$ 11,700.00	$ 81,900.00	3,831.04	$ 26,817.28
41	0506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	265	LF	$ 38.00	$ 10,070.00	$ 35.00	$ 9,275.00	$ 24.75	$ 6,558.75	$ 44.00	$ 11,660.00	$ 26.00	$ 6,890.00	$ 45.00	$ 11,925.00	$ 45.00	$ 11,925.00	$ 31.05	$ 8,228.25	$ 31.50	$ 8,347.50	$ 30.00	$ 7,950.00	$ 39.60	$ 10,494.00	38.00	$ 10,070.00
42	0506-6011	ROCK FILTER DAMS (REMOVE)	265	LF	$ 16.50	$ 4,372.50	$ 10.00	$ 2,650.00	$ 13.40	$ 3,551.00	$ 29.00	$ 7,685.00	$ 1.00	$ 265.00	$ 25.00	$ 6,625.00	$ 30.00	$ 7,950.00	$ 11.98	$ 3,174.70	$ 12.16	$ 3,222.40	$ 15.00	$ 3,975.00	$ 9.30	$ 2,464.50	25.00	$ 6,625.00
43	0506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	559	SY	$ 30.00	$ 16,770.00	$ 25.00	$ 13,975.00	$ 0.20	$ 111.80	$ 25.00	$ 13,975.00	$ 10.00	$ 5,590.00	$ 26.00	$ 14,534.00	$ 29.00	$ 16,211.00	$ 21.79	$ 12,180.61	$ 22.10	$ 12,353.90	$ 30.00	$ 16,770.00	$ 25.60	$ 14,310.40	34.00	$ 19,006.00
44	0506-6024	CONSTRUCTION EXITS (REMOVE)	559	SY	$ 10.00	$ 5,590.00	$ 5.00	$ 2,795.00	$ 3.95	$ 2,208.05	$ 19.00	$ 10,621.00	$ 0.50	$ 279.50	$ 18.00	$ 10,062.00	$ 22.00	$ 12,298.00	$ 10.40	$ 5,813.60	$ 10.55	$ 5,897.45	$ 15.00	$ 8,385.00	$ 2.35	$ 1,313.65	18.00	$ 10,062.00
45	0506-6038	TEMP SEDMT CONT FENCE (INSTALL)	8,747	LF	$ 4.00	$ 34,988.00	$ 4.00	$ 34,988.00	$ 3.30	$ 28,865.10	$ 4.50	$ 39,361.50	$ 3.75	$ 32,801.25	$ 4.60	$ 40,236.20	$ 4.75	$ 41,548.25	$ 3.86	$ 33,763.42	$ 3.59	$ 31,401.73	$ 3.50	$ 26,241.00	$ 2.60	$ 22,742.20	4.00	$ 34,988.00
46	0506-6039	TEMP SEDMT CONT FENCE (REMOVE)	8,747	LF	$ 0.80	$ 6,997.60	$ 1.00	$ 8,747.00	$ 0.55	$ 4,810.85	$ 1.00	$ 8,747.00	$ 0.58	$ 5,073.26	$ 1.00	$ 8,747.00	$ 1.25	$ 10,933.75	$ 0.93	$ 8,134.71	$ 0.94	$ 8,222.18	$ 1.00	$ 8,747.00	$ 0.95	$ 8,309.65	1.00	$ 8,747.00
47	0529-6001	CONC CURB (TY I)	164	LF	$ 35.00	$ 5,740.00	$ 28.00	$ 4,592.00	$ 36.20	$ 5,936.80	$ 25.00	$ 4,100.00	$ 29.00	$ 4,756.00	$ 35.00	$ 5,740.00	$ 45.00	$ 7,380.00	$ 32.18	$ 5,277.52	$ 42.00	$ 6,888.00	$ 15.00	$ 2,460.00	$ 50.30	$ 8,249.20	84.92	$ 13,926.88
48	0644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	17	EA	$ 675.00	$ 11,475.00	$ 1,000.00	$ 17,000.00	$ 962.50	$ 16,362.50	$ 750.00	$ 12,750.00	$ 955.00	$ 16,235.00	$ 750.00	$ 12,750.00	$ 875.00	$ 14,875.00	$ 953.30	$ 16,206.10	$ 966.97	$ 16,438.49	$ 1,000.00	$ 17,000.00	$ 760.00	$ 12,920.00	710.60	$ 12,080.20
49	0644-6003	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	6	EA	$ 820.00	$ 4,920.00	$ 1,200.00	$ 7,200.00	$ 1,156.00	$ 6,936.00	$ 850.00	$ 5,100.00	$ 1,100.00	$ 6,600.00	$ 830.00	$ 4,980.00	$ 970.00	$ 5,820.00	$ 1,143.96	$ 6,863.76	$ 1,160.37	$ 6,962.22	$ 1,250.00	$ 7,500.00	$ 910.00	$ 5,460.00	785.30	$ 4,711.80
50	0644-6030	IN SM RD SN SUP&AM TYSB0(1)SA(T)	7	EA	$ 1,160.00	$ 8,120.00	$ 1,300.00	$ 9,100.00	$ 1,265.00	$ 8,855.00	$ 625.00	$ 4,375.00	$ 1,100.00	$ 7,700.00	$ 1,125.00	$ 7,875.00	$ 1,300.00	$ 9,100.00	$ 1,252.91	$ 8,770.37	$ 1,270.88	$ 8,896.16	$ 1,500.00	$ 10,500.00	$ 680.00	$ 4,760.00	1,075.00	$ 7,525.00
51	0644-6068	RELOCATE SM RD SN SUP&AM TY 10BWG	1	EA	$ 655.00	$ 655.00	$ 700.00	$ 700.00	$ 632.50	$ 632.50	$ 625.00	$ 625.00	$ 492.00	$ 492.00	$ 625.00	$ 625.00	$ 730.00	$ 730.00	$ 626.45	$ 626.45	$ 635.44	$ 635.44	$ 750.00	$ 750.00	$ 640.00	$ 640.00	591.00	$ 591.00
52	0644-6076	REMOVE SM RD SN SUP&AM	3	EA	$ 170.00	$ 510.00	$ 200.00	$ 600.00	$ 46.05	$ 138.15	$ 115.00	$ 345.00	$ 121.00	$ 363.00	$ 110.00	$ 330.00	$ 125.00	$ 375.00	$ 1,089.48	$ 3,268.44	$ 104.99	$ 314.97	$ 150.00	$ 450.00	$ 146.00	$ 438.00	100.00	$ 300.00
53	0658-6094	INSTL DEL ASSM (D-DW)SZ 1(WFLX)SRF	3	EA	$ 90.00	$ 270.00	$ 310.00	$ 930.00	$ 302.50	$ 907.50	$ 145.00	$ 435.00	$ 121.00	$ 363.00	$ 90.00	$ 270.00	$ 105.00	$ 315.00	$ 299.61	$ 898.83	$ 303.91	$ 911.73	$ 50.00	$ 150.00	$ 146.00	$ 438.00	85.00	$ 255.00
54	0658-6101	INSTL DEL ASSM (DM-2Z)(W)FLX)SRF)SRF	12	EA	$ 132.00	$ 1,584.00	$ 310.00	$ 3,720.00	$ 302.50	$ 3,630.00	$ 145.00	$ 1,740.00	$ 121.00	$ 1,452.00	$ 90.00	$ 1,080.00	$ 105.00	$ 1,260.00	$ 299.61	$ 3,595.32	$ 303.91	$ 3,646.92	$ 300.00	$ 3,600.00	$ 146.00	$ 1,752.00	85.00	$ 1,020.00
55	0662-6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	894	LF	$ 0.25	$ 223.50	$ 2.75	$ 2,458.50	$ 1.10	$ 983.40	$ 1.80	$ 1,609.20	$ 2.00	$ 1,788.00	$ 2.50	$ 2,235.00	$ 3.00	$ 2,682.00	$ 2.67	$ 2,386.98	$ 2.71	$ 2,422.74	$ 2.00	$ 1,788.00	$ 1.80	$ 1,609.20	2.45	$ 2,190.30
56	0662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	1,218	LF	$ 0.25	$ 304.50	$ 2.75	$ 3,349.50	$ 1.10	$ 1,339.80	$ 1.80	$ 2,192.40	$ 2.00	$ 2,436.00	$ 2.50	$ 3,045.00	$ 3.00	$ 3,654.00	$ 2.67	$ 3,252.06	$ 2.71	$ 3,300.78	$ 2.00	$ 2,436.00	$ 1.80	$ 2,192.40	2.45	$ 2,984.10
57	0662-6050	WK ZN PAV MRK REMOV (REFL) TY II-A-A	31	EA	$ 6.00	$ 186.00	$ 6.50	$ 201.50	$ 2.70	$ 83.70	$ 5.35	$ 165.85	$ 7.00	$ 217.00	$ 6.00	$ 186.00	$ 7.25	$ 224.75	$ 6.37	$ 197.47	$ 6.46	$ 200.26	$ 15.00	$ 465.00	$ 5.65	$ 175.15	5.85	$ 181.35
58	0662-6169	WK ZN PAV MRK SHT TERM (TAB)TY W	40	EA	$ 1.20	$ 48.00	$ 2.25	$ 90.00	$ 2.20	$ 88.00	$ 1.45	$ 58.00	$ 6.00	$ 240.00	$ 3.00	$ 120.00	$ 6.15	$ 246.00	$ 1.09	$ 43.60	$ 1.11	$ 44.40	$ 15.00	$ 600.00	$ 11.65	$ 466.00	2.00	$ 80.00
59	0662-6170	WK ZN PAV MRK SHT TERM (TAB)TY Y	25	EA	$ 1.20	$ 30.00	$ 2.25	$ 56.25	$ 2.20	$ 55.00	$ 1.45	$ 36.25	$ 6.00	$ 150.00	$ 3.00	$ 75.00	$ 6.15	$ 153.75	$ 1.09	$ 27.25	$ 1.11	$ 27.75	$ 15.00	$ 375.00	$ 11.65	$ 291.25	2.00	$ 50.00
60	0666-6030	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	26	LF	$ 1.70	$ 44

Williamson County Road Bond Program
Bud Stockton Extension
December 12, 2022

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Aaron Concrete Contractors, L.P.	
					UNIT COST	AMOUNT BID
1	0100-6002	PREPARING ROW	99.4	STA	$1,500.00	$ 149,100.00
2	0104-6021	REMOVING CONC (CURB)	131	LF	$14.00	$ 1,834.00
3	0105-6037	REMOVING STAB BASE AND ASPH PAV(0"-16")	2,010	SY	$18.00	$ 36,180.00
4	0110-6001	EXCAVATION (ROADWAY)	61,537	CY	$23.00	$ 1,415,351.00
5	0110-6002	EXCAVATION (CHANNEL)	2,278	CY	$21.00	$ 47,838.00
6	0132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	267	CY	$21.00	$ 5,607.00
7	0132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	49,783	CY	$21.00	$ 1,045,443.00
8	0160-WC01	FURNISHING AND PLACING TOPSOIL (4")	87,762	SY	$1.50	$ 131,643.00
9	0161-WC01	EROSION CONTROL COMPOST (3")	21,946	SY	$9.00	$ 197,514.00
10	0162-WC103	MULCH TOPDRESSING (5")	21,946	SY	$9.00	$ 197,514.00
11	0164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	43,885	SY	$0.30	$ 13,165.50
12	0164-WC05	SEEDING FOR EROSION CONTROL (PERM)(WARM)(TY5)	87,762	SY	$0.40	$ 35,104.80
13	0164-WC10	SEEDING FOR EROSION CONTROL (TEMP)(WARM)(TY 10)	43,885	SY	$0.30	$ 13,165.50
14	0166-6002	FERTILIZER	6.2	TON	$1,600.00	$ 9,920.00
15	0168-WC01	VEGETATIVE WATERING	2,640	MG	$35.00	$ 92,400.00
16	0169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	47,196	SY	$1.40	$ 66,074.40
17	0247-6041	FL BS (CMP IN PLC)(TY A GR 1-2)(FNAL POS)	301	CY	$90.00	$ 27,090.00
18	0247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	13,525	CY	$87.00	$ 1,176,675.00
19	0260-6001	LIME (HYDRATED LIME (DRY))	811	TON	$295.00	$ 239,245.00
20	0260-6073	LIME TRT (SUBGRADE)(8")	44,652	SY	$4.65	$ 207,631.80
21	0310-6001	PRIME COAT (MULTI OPTION)	8,201	GAL	$5.30	$ 43,465.30
22	0316-6193	AGGR(TY-D GR-5 SAC-B)	286	CY	$200.00	$ 57,200.00
23	0316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	13,113	GAL	$5.00	$ 65,565.00
24	0400-6008	CUT & RESTORE ASPH PAVING	169	SY	$174.00	$ 29,406.00
25	0432-6002	RIPRAP (CONC)(5 IN)	60	CY	$650.00	$ 39,000.00
26	0432-6024	RIPRAP (STONE COMMON)(DRY)(12 IN)	65	CY	$210.00	$ 13,650.00
27	0432-6035	RIPRAP (STONE PROTECTION)(24 IN)	368	CY	$240.00	$ 88,320.00
28	0462-6007	CONC BOX CULV (5 FT X 3 FT)	182	LF	$630.00	$ 114,660.00
29	0462-6019	CONC BOX CULV (8 FT X 4 FT)	41	LF	$1,250.00	$ 51,250.00
30	0464-6018	RC PIPE (CL IV)(24 IN)	130	LF	$165.00	$ 21,450.00
31	0464-6020	RC PIPE (CL IV)(36 IN)	308	LF	$187.00	$ 57,596.00
32	0467-6180	SET (TY I)(S= 5 FT)(HW= 4 FT)(6:1) (P)	2	EA	$18,000.00	$ 36,000.00
33	0467-6276	SET (TY II)(S= 8 FT)(HW= 5 FT)(4:1) (C)	2	EA	$13,000.00	$ 26,000.00
34	0467-6390	SET (TY II) (24 IN) (RCP) (4: 1) (C)	2	EA	$2,400.00	$ 4,800.00
35	0467-6395	SET (TY II) (24 IN) (RCP) (6: 1) (P)	2	EA	$2,500.00	$ 5,000.00
36	0467-6450	SET (TY II) (36 IN) (RCP) (4: 1) (C)	8	EA	$4,000.00	$ 32,000.00
37	0496-6006	REMOV STR (HEADWALL)	2	EA	$1,500.00	$ 3,000.00
38	0496-6008	REMOV STR (BOX CULVERT)	64	LF	$230.00	$ 14,720.00
39	0500-6001	MOBILIZATION	1	LS	$300,000.00	$ 300,000.00
40	0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	7	MO	$1,100.00	$ 7,700.00
41	0506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	265	LF	$41.00	$ 10,865.00
42	0506-6011	ROCK FILTER DAMS (REMOVE)	265	LF	$26.00	$ 6,890.00
43	0506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	559	SY	$25.00	$ 13,975.00
44	0506-6024	CONSTRUCTION EXITS (REMOVE)	559	SY	$19.00	$ 10,621.00
45	0506-6038	TEMP SEDMT CONT FENCE (INSTALL)	8,747	LF	$4.00	$ 34,988.00
46	0506-6039	TEMP SEDMT CONT FENCE (REMOVE)	8,747	LF	$1.00	$ 8,747.00
47	0529-6001	CONC CURB (TY I)	164	LF	$27.00	$ 4,428.00
48	0644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	17	EA	$760.00	$ 12,920.00
49	0644-6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	6	EA	$840.00	$ 5,040.00
50	0644-6030	IN SM RD SN SUP&AM TYSBD(1)SA(T)	7	EA	$1,200.00	$ 8,400.00
51	0644-6068	RELOCATE SM RD SN SUP&AM TY 10BWG	1	EA	$630.00	$ 630.00
52	0644-6076	REMOVE SM RD SN SUP&AM	3	EA	$110.00	$ 330.00
53	0658-6094	INSTL DEL ASSM (D-DW)SZ 1(WFLX)SRF	3	EA	$91.00	$ 273.00
54	0658-6101	INSTL OM ASSM (OM-2Z)(WFLX)SRF)SRF	12	EA	$91.00	$ 1,092.00
55	0662-6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	894	LF	$1.00	$ 894.00
56	0662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	1,218	LF	$1.00	$ 1,218.00
57	0662-6050	WK ZN PAV MRK REMOV (REFL) TY II-A-A	31	EA	$9.00	$ 279.00
58	0662-6109	WK ZN PAV MRK SHT TERM (TAB)TY W	40	EA	$11.00	$ 440.00
59	0662-6110	WK ZN PAV MRK SHT TERM (TAB)TY Y	25	EA	$11.00	$ 275.00
60	0666-6030	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	26	LF	$2.15	$ 55.90
61	0666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	3,329	LF	$1.35	$ 4,494.15
62	0666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	192	LF	$13.30	$ 2,553.60
63	0666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	24	EA	$134.00	$ 3,216.00
64	0666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	24	EA	$267.00	$ 6,408.00
65	0666-6102	REF PAV MRK TY I(W)36"(YLD TRI)(100MIL)	4	EA	$534.00	$ 2,136.00
66	0666-6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL)	2,156	LF	$1.30	$ 2,802.80
67	0666-6156	REFL PAV MRK TY I(Y)(MED NOSE)(100MIL)	3	EA	$830.00	$ 2,490.00
68	0666-6170	REFL PAV MRK TY II (W) 4" (SLD)	17,082	LF	$0.40	$ 6,832.80
69	0666-6176	REFL PAV MRK TY II (W) 8" (DOT)	26	LF	$0.80	$ 20.80
70	0666-6178	REFL PAV MRK TY II (W) 8" (SLD)	3,329	LF	$0.80	$ 2,663.20
71	0666-6182	REFL PAV MRK TY II (W) 24" (SLD)	192	LF	$7.20	$ 1,382.40
72	0666-6184	REFL PAV MRK TY II (W) (ARROW)	24	EA	$107.00	$ 2,568.00
73	0666-6192	REFL PAV MRK TY II (W) (WORD)	24	EA	$160.00	$ 3,840.00
74	0666-6199	REFL PAV MRK TY II (W) 36" (YLD TRI)	4	EA	$59.00	$ 236.00
75	0666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	22,652	LF	$0.40	$ 9,060.80
76	0666-6211	REFL PAV MRK TY II (Y) 8" (SLD)	2,156	LF	$0.80	$ 1,724.80
77	0666-6217	REFL PAV MRK TY II (Y) (MED NOSE)	3	EA	$480.00	$ 1,440.00
78	0666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	17,082	LF	$0.90	$ 15,373.80
79	0666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	22,652	LF	$0.90	$ 20,386.80
80	0666-6356	REFL PAV MRK TY II (R&W)6"(FIRE LANE)	688	LF	$1.80	$ 1,238.40
81	0672-6007	REFL PAV MRKR TY I-C	269	EA	$9.30	$ 2,501.70
82	0672-6009	REFL PAV MRKR TY II-A-A	930	EA	$9.30	$ 8,649.00
83	0677-6001	ELIM EXT PAV MRK & MRKS (4")	1,010	LF	$0.50	$ 505.00
84	0677-6003	ELIM EXT PAV MRK & MRKS (8")	140	LF	$1.10	$ 154.00
85	0677-6015	ELIM EXT PAV MRK & MRKS (ISLAND)	1,230	SF	$1.10	$ 1,353.00
86	0677-6038	ELIM EXT PAV MRK & MRKRS(PLOWABLE RPMS)	42	EA	$54.00	$ 2,268.00
87	3076-6001	D-GR HMA TY-B PG64-22	7,161	TON	$114.00	$ 816,354.00
88	3076-6042	D-GR HMA TY-D SAC-B PG70-22	4,444	TON	$150.00	$ 666,600.00
89	3076-6050	D-GR HMA TY-D SAC-B PG76-22	168	TON	$203.00	$ 34,104.00
90	3076-6051	D-GR HMA TY-D PG76-22 (LEVEL-UP)	21	TON	$203.00	$ 4,263.00
91	3076-6066	TACK COAT	3,418	GAL	$4.50	$ 15,381.00
92	3081-6008	TOM-C PG76-22 SAC-B	507	TON	$280.00	$ 141,960.00
93	3084-6001	BONDING COURSE	826	GAL	$4.35	$ 3,593.10
94	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	330	DAY	$80.00	$ 26,400.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.						
95	585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	$ 13,100.00	DOL	$ 1.00	$ 13,100.00
96	999-WC01	FORCE ACCOUNT	$ 25,000.00	DOL	$ 1.00	$ 25,000.00
97	3076-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	$ 76,611.00	DOL	$ 1.00	$ 76,611.00
98	3076-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY(TY D SURFACE)	$ 37,388.00	DOL	$ 1.00	$ 37,388.00

TOTAL COST ADJUSTED FOR CORRECTNESS	**$ 8,208,692.35**
ACTUAL BID PROPOSAL	$8,208,692.35
ADJUSTMENT DIFFERENCE	$0.00

Acknowledgement of Addendum	Y
Bid Bond	Y
Bidder References (Minimum of Three)	Y
Conflict of Interest Questionnaire	Y

PAPE-DAWSON ENGINEERS

Whit Friend, P.E., Project Coordinator
HNTB Corporation
101 East Old Settlers Boulevard
Round Rock, Texas 78664

December 13, 2022

Project: Bud Stockton Extension

Mr. Friend,

On December 12, 2022, contractors' bids were submitted and opened for the Bud Stockton Extension project. We have reviewed the bids and a summary of contractor bid amount is as follows:

No.	Company	Bid Amount
1	Cash Construction Co., Inc.	$ 5,917,275.00
2	DNT Construction, LLC	$ 5,962,599.10
3	Jordan Foster Construction, LLC	$ 6,846,220.93
4	Austin Engineering Company, Inc.	$ 6,989,405.26
5	Chasco Constructors	$ 7,259,299.00
6	MA Smith Contracting Co., Inc	$ 7,269,444.92
7	Liberty Civil Construction	$ 7,337,375.82
8	Joe Bland Construction	$ 7,512,092.64
9	Patin Construction	$ 7,572,744.00
10	Capital Excavation	$ 7,605,152.70
11	James Construction Group, LLC	$ 7,925,330.38
12	Aaron Concrete Contractor's L.P.	$ 8,208,692.35

A detailed bid analysis and comparison is attached for your records. The bids ranged from 16% below to 16% over the Engineer's Estimate. There were no errors detected, mathematical or otherwise, that would require disqualification of any of the bidders. Cash Construction Co., Inc. submitted the lowest bid in the amount of $5,917,275.00.

Based on the low bid amount, we recommend that Cash Construction Co., Inc. be awarded the contract. Let us know if you have any questions.

Sincerely,

Pape-Dawson Engineers

Andres Morales, P.E
Project Manager

Attachment: Bid Tabulation Analysis

Commissioners Court - Regular Session **66.**

Meeting Date: 12/20/2022

County Road Naming Samsung Highway

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to name a new location roadway in Precinct 4 between FM 3349 and FM 973 as Samsung Highway.

Background

Fiscal Impact

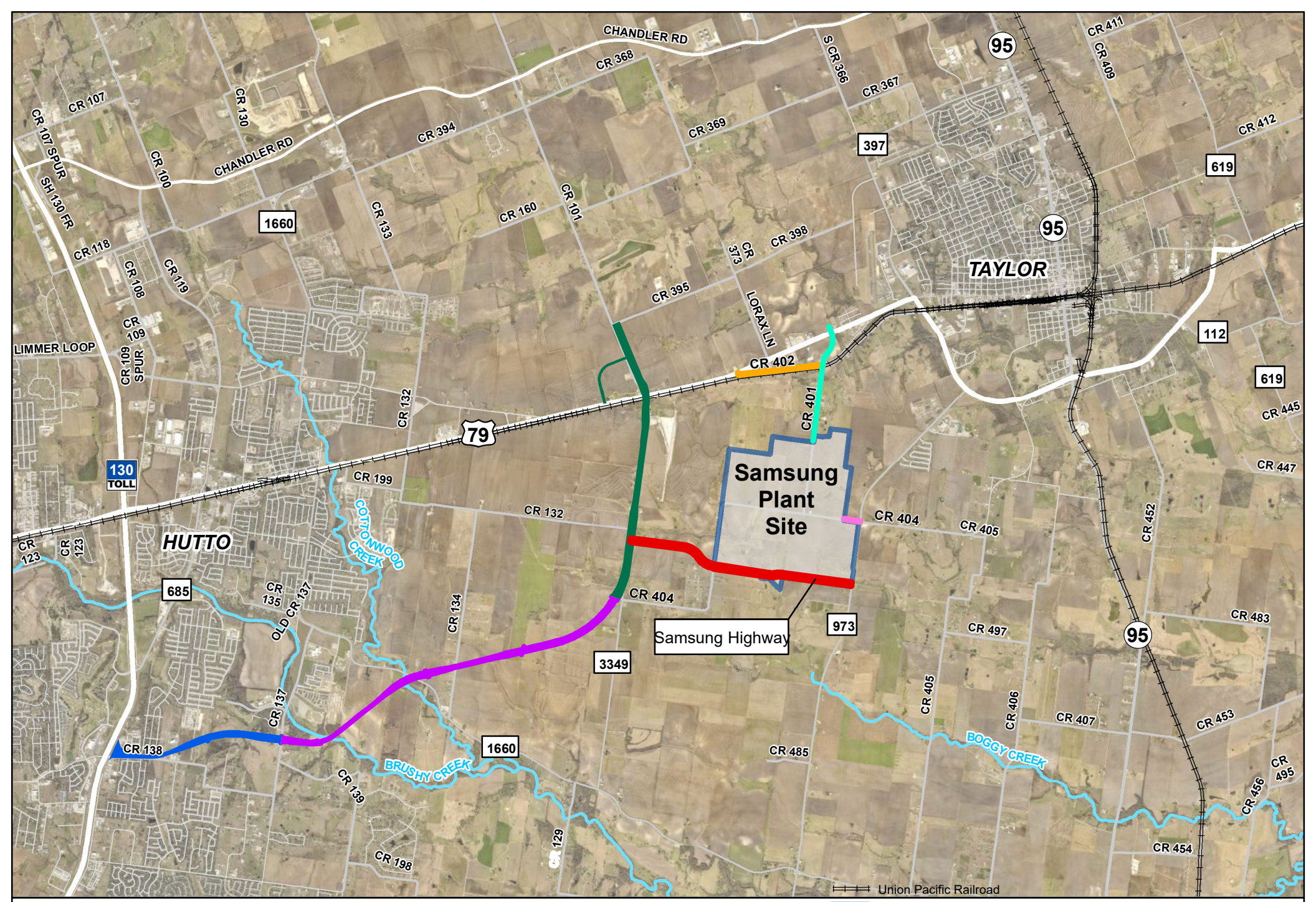
From/To	Acct No.	Description	Amount

Attachments

SamsungHwy-Map

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/15/2022 11:57 AM
Form Started By: Marie Walters		Started On: 12/14/2022 05:07 PM
Final Approval Date: 12/15/2022		


CHANDLER RD
CR 107
CR 107 SPUR
SH 130 FR
CR 100
CR 130
CR 394
CR 368
S CR 366
CR 367
CR 369
CR 411
CR 409
CR 412
95
397
619
1660
CR 118
CR 108
CR 119
CR 133
CR 160
CR 101
CR 373
CR 398
TAYLOR
LIMMER LOOP
CR 109
CR 109 SPUR
CR 395
LORAX LN
CR 402
CR 401
112
CR 445
CR 132
79
130 TOLL
CR 199
Samsung Plant Site
CR 404
CR 405
CR 452
CR 447
HUTTO
COTTONWOOD CREEK
CR 123
685
CR 135
OLD CR 137
CR 134
973
Samsung Highway
3349
CR 497
CR 483
CR 137
CR 138
BRUSHY CREEK
CR 139
CR 485
CR 405
CR 406
CR 407
CR 453
BOGGY CREEK
CR 456
CR 495
CR 454
CR 198
CR 129
Union Pacific Railroad
Samsung Development
City Streets (no labels)
County Roads (no labels)
Rivers/Streams
N
0 0.375 0.75 1.5 Miles
0 2,000 4,000 8,000 Feet
WILLIAMSON COUNTY
Samsung Highway (FM 3349 to FM 973) Location Map
Samsung Highway
CR 401
CR 404
CR 402
SE Loop Segment 1
SE Loop Segment 2
SE Loop Segment 3
City Streets (no labels)
County Roads (no labels)

Commissioners Court - Regular Session **67.**

Meeting Date: 12/20/2022

Bud Stockton Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Barry and Barbara Cryer to acquire 1.754 AC for right of way and 0.178 AC for a utility easement needed on the Bud Stockton project (Parcel 5). Funding Source: Road Bonds P307

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/15/2022 11:55 AM
Form Started By: Charlie Crossfield		Started On: 12/14/2022 04:36 PM
Final Approval Date: 12/15/2022		

REAL ESTATE CONTRACT

C. Bud Stockton Loop Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by **BARRY AND BARBARA CRYER** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 1.754-acre (76,395 square foot) parcel of land out of the James Roebuck Survey, Abstract No. 527, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 5**);
>
> Being a 0.178-acre (7,766 square foot) parcel of land out of the James Roebuck Survey, Abstract No. 527, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof. (**Parcel 5E**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of ONE HUNDRED THIRTEEN THOUSAND FIVE HUNDRED THIRTY-NINE and 00/100 Dollars ($113,539.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before January 10, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", deliver to Williamson County a duly executed and acknowledged Aerial Easement conveying such interest in all of the Property described in Exhibit "B", all free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed to Purchaser shall be in the form as shown in Exhibit "C" attached hereto. The Aerial Easement shall be in the form as shown in Exhibit "D" attached hereto.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has

been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature on following pages]

SELLER:

Barry E Cryer
Barry E Cryer (Dec 14, 2022 14:53 CST)

Barry Cryer

Address: 412 CR 396

Jarrell, TX 76537

Date: Dec 14, 2022

Barbara Cryer
Barbara Cryer (Dec 14, 2022 16:03 CST)

Barbara Cryer

Date: Dec 14, 2022

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date:_____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

ELECTRIC UTILITY EASEMENT
AND COVENANT OF ACCESS

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

That Barry and Barbara Cryer , 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, but not be limited to, one or more electric lines and communication devices and/or lines or cables, crossarms, insulators, pole mounted equipment and supports for pole mounted equipment to overhang aerially but not physically touch Grantor's property for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, 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, increasing or reducing the capability, capacity and number of circuits, 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.

_____ _____
Barry Cryer Barbara Cryer

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on the_____day of_____, 20____, by_____, the person(s) named as Grantor(s) on the first page of this document.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on the_____day of_____, 20____, by_____*[name]*,_____*[title]* of_____*[name of entity]*, a Texas_____*[type of entity – e.g., corporation, limited liability company, limited liability partnership]*, on behalf of said _____*[type of entity]*.

_____
Notary Public, State of Texas

****

DO NOT WRITE BELOW THIS LINE

RESERVED SPACE BELOW FOR RECORDING AT COUNTY

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 5

DESCRIPTION OF A 1.754 ACRE (76,395 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JAMES ROEBUCK SURVEY, ABSTRACT NO. 527 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 16.984 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO BARRY CRYER AND BARBARA CRYER BY INSTRUMENT RECORDED IN DOCUMENT NO. 2015044255 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.754 ACRE (76,395 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" (Grid Coordinates determined as: N=10,275,015.84, E=3,145,378.75 TxSPC Zone 4203), set 66.00 feet right of Bud Stockton Extension baseline station 653+69.00 in the proposed easterly Right-of-Way (ROW) line of said Bud Stockton Extension (variable width ROW), same being the northerly boundary line of that called 8.003 acre tract of land described in Warranty Deed with Vendor's Lien to James R. Davidson and Virginia L. Davidson by instrument recorded in Volume 888, Page 790 of the Deed Records of Williamson County, Texas, same being the southerly boundary line of said 16.984 acre tract, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE**, departing said proposed ROW line, with the common boundary line of said 16.984 acre and said 8.003 acre tracts, **S 69°02'34" W**, for a distance of **115.66** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 49.65 feet left of Bud Stockton Extension baseline station 653+69.50, being the northwesterly corner of said 8.003 acre tract, same being the southwesterly corner of said 16.984 acre tract of land, also being the westerly boundary line of that called 163.36 acre tract of land described in a Warranty Deed with Vendor's Lien to Gregory S. Danek recorded in Document No. 2007071560 of the Official Public Records of Williamson County, Texas, for the southwesterly corner of the herein described parcel;

2) **THENCE**, departing said 8.003 acre tract, with the common boundary line of said 163.36 acre and said 16.984 acre tracts, and in part the easterly line of that 2.24 acre remainder of a 4.1 acre tract of land described in Deed to Salado Valley Cemetery Association by instrument recorded in Volume 42, Page 356 of the Deed Records of Williamson County, Texas, **N 21°12'53" W**, at a distance of 437.66 feet pass the calculated southeasterly corner of said 2.24 acre tract, and continuing for a total distance of **659.70** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 49.77 feet left of Bud Stockton Extension baseline station 660+29.20, being the southwesterly corner of that called 13.75 acre tract of land described in Cash Warranty Deed to Lisa Meadows by instrument recorded in Document No. 2008040046 of the Official Public Records of Williamson County, Texas, same being the northwesterly corner of said 16.984 acre tract, and from which a 3/4" iron pipe found bears S 68°31'21" W at a distance of 2.41 feet;

3) **THENCE**, departing said 2.24 acre tract, with the common boundary line of said 13.75 acre and said 16.984 acre tracts, **N 68°31'21" E**, for a distance of **115.77** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 660+29.75, for the northeasterly corner of the herein described parcel;

4) **THENCE**, departing said 13.75 acre tract, with said proposed easterly ROW line, through the interior of said 16.984 acre tract, **S 21°12'17" E**, for a distance of **660.75** feet to the **POINT OF BEGINNING**, containing 1.754 acres (76,395 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 12 MAY 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

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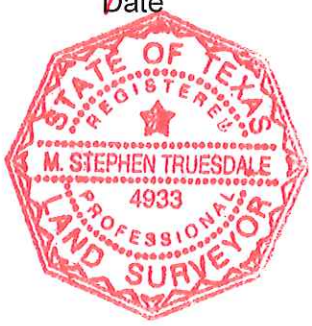
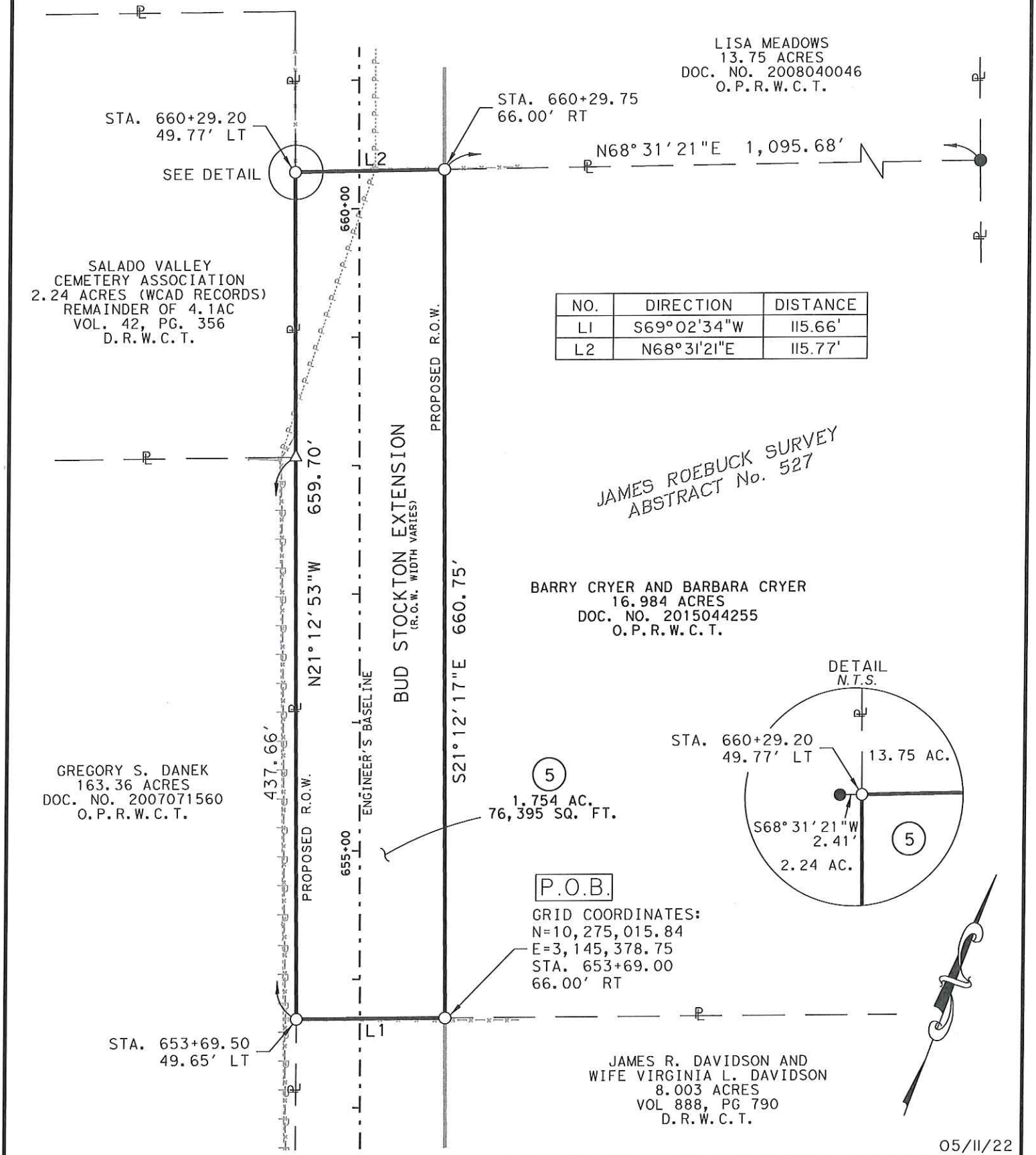


EXHIBIT " A "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	S69°02'34"W	115.66'
L2	N68°31'21"E	115.77'

05/11/22

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

BARRY CRYER AND BARBARA CRYER

PARCEL 5
1.754 ACRES
76,395 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 305	WILLIAMSON

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 5\PARCEL 5-CRYER.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET	P.O.B.	POINT OF BEGINNING
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	( )	RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
◉	3/4" IRON PIPE FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	DENOTES COMMON OWNERSHIP		
	LINE BREAK		

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.GT2200565, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE FEBRUARY 8, 2022, ISSUE DATE FEBRUARY 17, 2022.

10A. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOL. 343, PG. 313,OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

B. EASEMENT AND RIGHT OF WAY TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOL. 354, PG. 287, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED IN VOLUME 524, PAGE 750, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

G. ELECTRIC UTILITY EASEMENT TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN DOCUMENT NO. 199933484, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED IN DOCUMENT NO. 2015084147, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 12 MAY 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

05/11/22

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

BARRY CRYER AND BARBARA CRYER

PARCEL 5
1.754 ACRES
76,395 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 305	WILLIAMSON

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 5\PARCEL 5-CRYER.dgn

EXHIBIT B
PROPERTY DESCRIPTION FOR PARCEL 5-E

DESCRIPTION OF A 0.178 ACRE (7,766 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JAMES ROEBUCK SURVEY, ABSTRACT NO. 527 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 16.984 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO BARRY CRYER AND BARBARA CRYER BY INSTRUMENT RECORDED IN DOCUMENT NO. 2015044255 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.178 ACRE (7,766 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" Grid Coordinates determined as: N=10,275,015.84, E=3,145,378.75 TxSPC Zone 4203), set 66.00 feet right of Bud Stockton Extension baseline station 660+29.75 in the proposed easterly Right-of-Way (ROW) line of Bud Stockton Extension (variable width ROW), being in the southerly line of that called 13.75 acre tract of land described in Cash Warranty Deed to Lisa Meadows by instrument recorded in Document No. 2008040046 of the Official Public Records of Williamson County, Texas, same being the northerly boundary line of said 16.984 acre tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel and from which an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed westerly ROW line of said Bud Stockton Extension (variable width ROW), being the easterly line of that called 2.24 acre remainder of a 4.1 acre tract of land described in Deed to Salado Valley Cemetery Association by instrument recorded in Volume 42, Page 356 of the Deed Records of Williamson County, Texas, same being the southwesterly corner of said 13.75 acre tract, also being the northwesterly corner of said 16.984 acre tract bears S 68°31'21" W at a distance of 115.77 feet;

1) **THENCE**, with the southerly line of said 13.75 acre tract, same being the northerly line of said 16.984 acre tract, **N 68°31'21" E**, for a distance of **20.00** feet, for the calculated northeasterly corner of the herein described parcel, and from which a 1/2" iron rod found, being the southeasterly corner of said 13.75 acre tract, same being the northeasterly corner of said 16.984 acre tract bears N 68°31'21" E at a distance of 1,075.68 feet;

THENCE, departing said 13.75 acre tract, through the interior of said 16.984 acre tract the following four (4) courses:

2) **S 21°12'17" E**, for a distance of **320.85** feet to a calculated angle point;

3) **N 68°47'43" E**, for a distance of **25.00** feet to a calculated angle point;

4) **S 21°12'17" E**, for a distance of **30.00** feet to the calculated southeasterly corner of the herein described parcel;

5) **S 68°47'43" W**, for a distance of **45.00** feet to a calculated point in said proposed easterly ROW line of Bud Stockton Extension, being the southwesterly corner of the herein described parcel and from which an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 653+69.00 in said proposed easterly ROW line, being in the northerly line of that called 8.003 acre tract of land described in Warranty Deed with Vendor's Lien to James R. Davidson and Virginia L. Davidson by instrument recorded in Volume 888, Page 790 of the Deed Records of Williamson County, Texas, same being the southerly line of said 16.984 acre tract, bears along said proposed ROW line S 21°12'17" E at a distance of 310.00 feet;

6) **THENCE**, with said proposed easterly ROW line, continuing through the interior of said 16.984 acre tract, **N 21°12'17" W**, for a distance of **350.75** feet to the **POINT OF BEGINNING**, containing 0.178 acres (7,766 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 11 Nov 2022

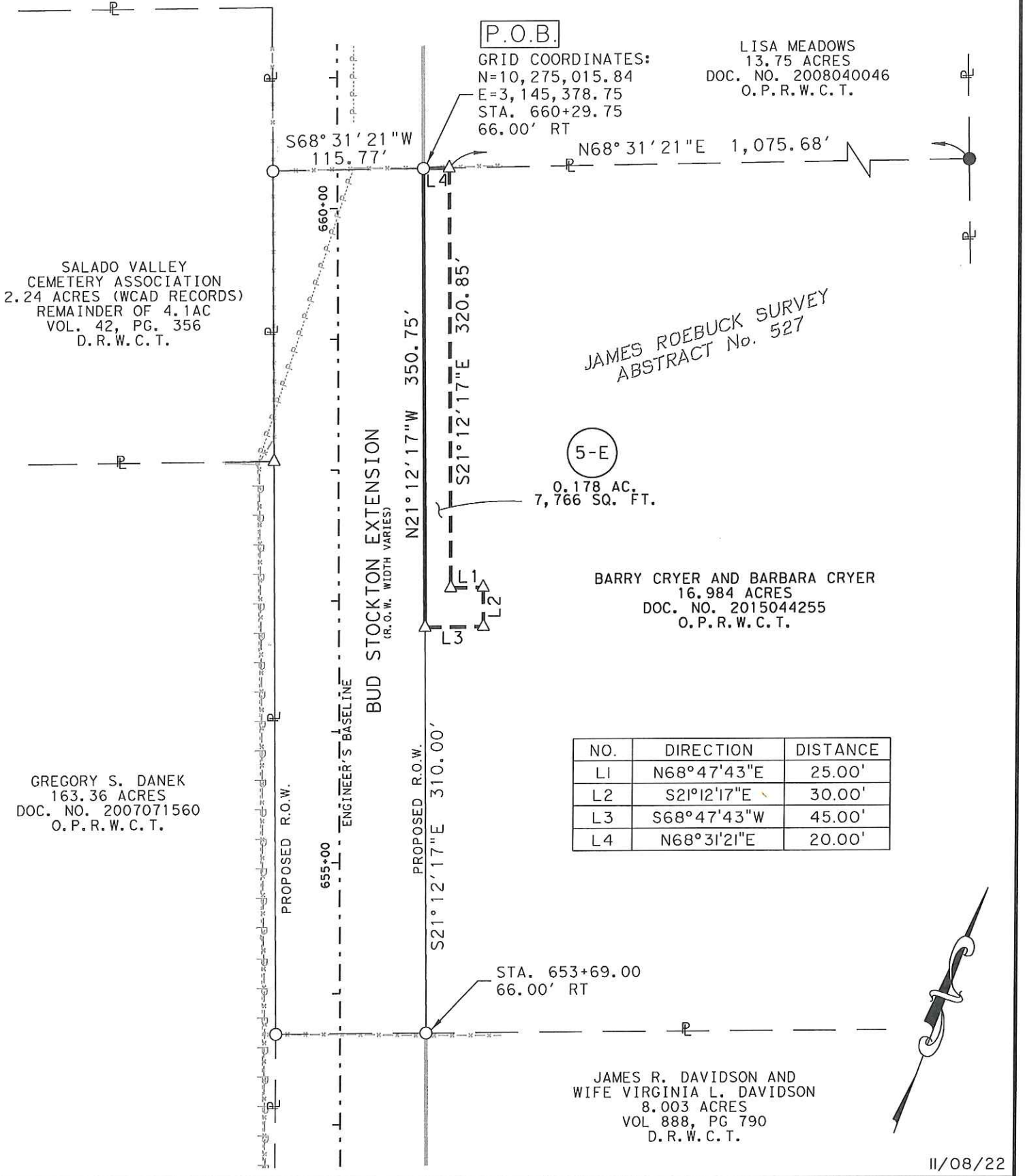
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 5E\PARCEL 5E-CRYER.docx

EXHIBIT " B "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N68°47'43"E	25.00'
L2	S21°12'17"E	30.00'
L3	S68°47'43"W	45.00'
L4	N68°31'21"E	20.00'

11/08/22

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

BARRY CRYER AND BARBARA CRYER

PARCEL 5-E
0.178 ACRES
7,766 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 305	WILLIAMSON

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 5\PARCEL 5-CRYER EASMT.dgn

EXHIBIT " B "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET	P.O.B.	POINT OF BEGINNING
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	( )	RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
◉	3/4" IRON PIPE FOUND	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	DENOTES COMMON OWNERSHIP		
	LINE BREAK		

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.GT2200565, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE FEBRUARY 8, 2022, ISSUE DATE FEBRUARY 17, 2022.

10A. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOL. 343, PG. 313,OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

B. EASEMENT AND RIGHT OF WAY TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOL. 354, PG. 287, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED IN VOLUME 524, PAGE 750, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

G. ELECTRIC UTILITY EASEMENT TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN DOCUMENT NO. 199933484, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. RIGHT OF WAY EASEMENT TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED IN DOCUMENT NO. 2015084147, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 11/08/2022

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
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

11/08/22

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

BARRY CRYER AND BARBARA CRYER

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 305	WILLIAMSON

PARCEL 5-E
0.178 ACRES
7,766 Sq. Ft.

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 5\PARCEL 5-CRYER EASMT.dgn

Commissioners Court - Regular Session **68.**

Meeting Date: 12/20/2022

Bud Stockton Development 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 Development Agreement with NW Wilco, LLC to acquire 2.306 acres (Parcel 2) and 2.442 acres (Parcel 3) of right of way needed on the Bud Stockton project. Funding Source: Road Bonds P307

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/15/2022 11:56 AM
Form Started By: Charlie Crossfield		Started On: 12/14/2022 04:41 PM
Final Approval Date: 12/15/2022		

DEVELOPMENT AGREEMENT
Bud Stockton Extension

This Development Agreement ("the Agreement") is made by and between the WILLIAMSON COUNTY, TEXAS, (the "County") and NW WILCO, LLC (the "Developer") on this 14 day of December, 2022.

RECITALS

WHEREAS, Developer is proposing to submit an application for residential subdivision plat and site development review and consideration for future approval to build a residential subdivision (the "Project") abutting the proposed extension of Bud Stockton, located within the City of Jarrell's (the "City") exterritorial jurisdiction ("ETJ"), in the location as shown in Exhibit "A" (Property"), attached hereto; and

WHEREAS, the Developer proposes to coordinate with the County in the construction of the Bud Stockton extension, consisting of a two lane undivided section with shoulders from FM 487 to CR 305 in the location shown in Exhibit "B" attached hereto (the "Extension"); and

WHEREAS, the Developer, through this Agreement, will dedicate approximately 4.75 acres of right-of-way for the Extension (the "R.O.W. Property"); and

WHEREAS, the County will design and undertake construction of the Extension project within two years following transfer of title of the R.O.W. Property to County.; and

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

1. Recitals. The County hereby finds that the Recitals stated above are true and correct.
2. Developer's Obligations. The Developer, in consideration for the County's approval as stated above, agrees to the following:

(a) The Developer, its successors and assigns, agree to dedicate by delivering an executed Deed conveying approximately 3.6 acres, free and clear of any monetary liens and encumbrances after title inspection by County, to the County for the Extension of Bud Stockton Blvd., in the configuration and at the locations shown in Exhibits "C-D", within 30 days following vesting ownership in the R.O.W. Property by Developer, its successors or assigns. The form of the Deed shall be as shown in Exhibit "E" attached hereto and incorporated herein.

3. County Obligations. The County agrees to undertake at its sole expense construction of the Extension project within two years following transfer of title of the R.O.W. Property to County.

4. Driveway Locations. The County agrees that there is adequate spacing to to allow Developer to install, at Developer's discretion upon final approved site plan, a minimum of two (2) driveways from the Property to the proposed Bud Stockton Extension in the approximate potential locations depicted on Exhibit A, and which shall otherwise comply with any applicable design criteria, review and comment by County or City.

5. Modifications to the Project. Any modification to the location of the Expansion along the Property shall be by mutual consent of the Parties.

ARTICLE II

1. No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership of joint venture among parties. Neither party shall have any authority to act on behalf of the other party under any circumstances.

2. Notice of Bankruptcy. In the event Developer files for bankruptcy, whether involuntarily or voluntary, Developer shall provide written notice to the County within three (3) business days of such event.

3. Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement

4. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If Intended for the County:

Williamson County Judge
710 Main St., suite 101
Georgetown, Texas 78626

With a copy to:

Williamson County
Attention: Hal Hawes
710 Main St., suite 101
Georgetown, Texas 78626

If intended for the Developer:

NW Wilco LLC
Attn: Mark Allen
5012 Fountainwood Circle
Georgetown, Texas 78633

With a copy to:

Sprouse Shrader Smith PLLC
Attn: Courtney E. McWhorter
805 Las Cimas Pkwy, Ste. 350
Austin, Texas 78746

5. Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this agreement. There is no collateral oral or written agreement between parties that in any matter relates to the subject matter of this Agreement.

6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning the Agreement shall be in Williamson County, Texas.

7. Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

8. Severability. In the event one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal invalid or unenforceable a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

9. Assignment. This Agreement may not be assigned without the written consent of the County.

10. Authorized to Bind. The persons who execute their signatures to this Agreement and any certifications related to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

11. Counterparts. This Agreement may execute in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

Executed on this 14 day of December, 2022.

DEVELOPER:

NWC WILCO, LLC

By: _____

Mark T. Allen, Manager

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr., County Judge

Attest:

_____

Nancy Rister, County Clerk

EXHIBIT 9
CARDINAL FARMS
SUBDIVISION ACCESS POINTS

EXHIBIT "A"

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00

SHEET NO.
1 OF 1

PROJ. #: 762-22-01

EXHIBIT "B"

SEE SHEET 2 FOR INDEX

WILLIAMSON COUNTY

BUD STOCKTON EXTENSION

PRECINCT NUMBER 4

Williamson County Project No. IFB XXXX-XXX

NET LENGTH OF ROADWAY = 7080.41 FT (1.34 MILES)
NET LENGTH OF BRIDGE = 0 FT (0 MILES)
NET LENGTH OF PROJECT = 9431.44 FT (1.78 MILES)

LIMITS: FROM FM 487 TO CR 305
BUD STOCKTON STA 603+26.01 TO 679+79.47
CR 305 STA 308+85.39 TO 314+09.80
FM 487 STA 201+13.26 TO STA 213+67.13

FOR THE CONSTRUCTION OF BUD STOCKTON EXTENSION PROJECT CONSISTS OF EXTENDING EXISTING BUD STOCKTON LOOP WITH A TWO LANE UNDIVIDED SECTION WITH SHOULDERS AND TURNLANES FROM FM 487 TO CR 305

ROADWAY	CLASSIFICATION	DESIGN SPEED
BUD STOCKTON	ARTERIAL	40 MPH

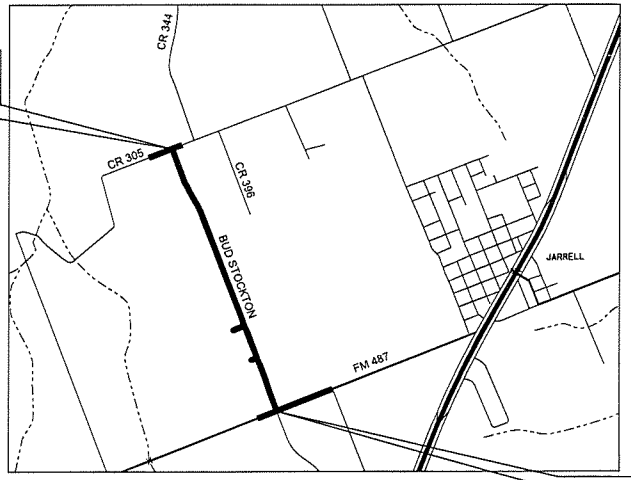
ROADWAY	ADT (CURRENT)	ADT (DESIGN YEAR)
BUD STOCKTON	1000	1486

ROADWAY	DHV (CURRENT)	DHV (DESIGN YEAR)
BUD STOCKTON	150	223

ROADWAY	DIRECTIONAL DISTRIBUTION (D)	PERCENT TRUCKS (T)
BUD STOCKTON	100%	5.00%

90%
SUBMITTAL

END PROJECT
STA. 679+79.47

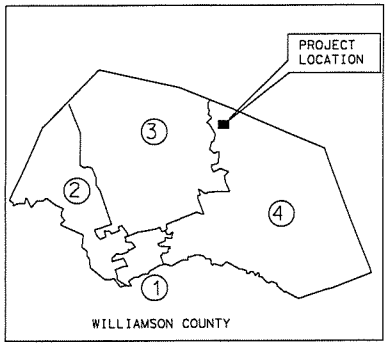


VICINITY MAP
N. T. S.

BEGIN PROJECT
OVERLAY
STA 603+26.01
FULL DEPTH CONSTRUCTION
STA. 608+99.06

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION REQUIRED
TDLR NO. EABPRJ *NOT REQUIRED*

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(1)-14 THRU BC(12)-14 AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.:



EXCEPTIONS: *NONE*
EQUATIONS: *NONE*
RAILROAD CROSSINGS: *NONE*
WATERSHED: *SALADO CREEK*
AREA OF DISTURBANCE: *13.09 ACRES*

TxDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.

PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028801

PREPARED BY:
PAPE-DAWSON ENGINEERS, INC
(DESIGN CONSULTANT)

DENNIS SEAL
P.E. DATE

INTERIM REVIEW
DOCUMENT INCOMPLETE. NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.
ENGINEER: DENNIS K. SEAL
P.E. SERIAL NO: 80287
DATE: 4/29/2022

WILLIAMSON COUNTY
1848
© 2020 Williamson County, Texas
All rights reserved.

APPROVED BY:
WILLIAMSON COUNTY

BILL GRAVELL, JR. DATE
WILLIAMSON COUNTY JUDGE

APPROVED BY:
WILLIAMSON COUNTY

RUSS BOLES DATE
WILLIAMSON COUNTY COMMISSIONER, PRECINCT 4

APPROVED BY:
HNTB CORPORATION

RICHARD L RIDINGS, PE DATE
ROAD BOND MANAGEMENT TEAM

EXHIBIT "C"

Ron Heine
2.306 Acres
Job no. 762-22-02

METES AND BOUNDS DESCRIPTION

BEING A 2.306 ACRE TRACT OF LAND OUT OF THE JAMES ROEBUCK SURVEY, ABSTRACT NO. 527, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 25.17 ACRE TRACT OF LAND CONVEYED TO JAMES R. DAVIDSON AND WIFE VIRGINIA L. DAVIDSON BY DEED RECORDED IN VOLUME 2491, PAGE 120 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.306 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found with cap labeled "Haynie Consulting Inc." (HCI) at the Southwest corner of said 25.17 Acre Tract, same being the Northwest corner of a called 125.82 Acre Tract conveyed to Wess Arthur Cassens Jr., et al, Trustees recorded in Document No. 2020005553 of the Official Public Records of Williamson County, Texas, and being on the East line of a called 133.41 Acre Tract conveyed to Gregory S. Danek, recorded in Document No. 2007071560, of the Official Public Records of Williamson County, Texas, for the Southwest corner of the tract described herein;

THENCE N21°53'46"W along the East line of said 133.41 Acre Tract, same being the West line of said 25.17 Acre Tract, a distance of 657.25 feet to a 1/2 inch iron rod found with cap labeled 'HCI' at the Northwest corner of said 25.17 Acre Tract, same being the Southwest corner of a called 8.003 Acre Tract conveyed to James R. Davidson and wife Virginia L. Davidson in Volume 888, Page 790, of the Deed Records of Williamson County, Texas, for the Northwest corner of the tract described herein;

THENCE N67°56'03"E, along the North line of said 25.17 Acre Tract, same being the South line of said 8.003 Acre Tract, a distance of 160.70 feet to a 1/2 inch iron rod set with cap labeled 'HCI' for the Northeast corner of the tract described herein;

THENCE S21°12'17"E, across said 25.17 Acre Tract a distance of 623.74 feet to a 1/2 inch iron rod set with cap labeled 'HCI' on the South line of said 25.17 Acre Tract, same being the North line of said 125.82 Acre Tract, for the Southeast corner of the tract described herein, from which a 1/2 inch iron rod found at the Southeast corner of 25.17 Acre Tract, same being the Northeast corner of said 125.82 Acre Tract, bears N55°34'35"E along the South line of said 25.17 Acre Tract, same being the North line of said 125.82 Acre Tract, a distance of 1098.28 feet;

THENCE S55°34'35"W, along said South line of called 25.17 Acre Tract, same being the North line of said 125.82 Acre Tract, a distance of 156.91 feet to the **POINT OF BEGINNING**.

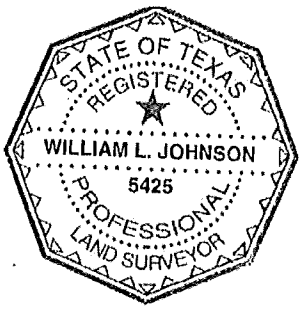
Containing 2.306 acres, more or less.

Bearings are based on The Texas State Plane Coordinate System of 1983, Central Zone (4203), All distances shown hereon are Grid distances.
All iron rods set have HCI caps unless otherwise noted.
All iron rods found are 1/2" unless otherwise noted.

I William L. Johnson, a Registered Professional land surveyor, do hereby confirm that the property shown hereon was prepared from an on the ground survey under my direct supervision.

William L. Johnson 1 DECEMBER 2022

William L. Johnson Date
Registered Professional Land Surveyor No. 5425
State of Texas



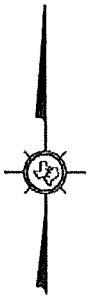
SKETCH TO ACCOMPANY DESCRIPTION

LEGEND

●	1/2" IRON ROD FOUND (UNLESS STATED OTHERWISE)
O	1/2" IRON ROD SET W/CAP LABELED "HCI" (UNLESS STATED OTHERWISE)
HCI	HAYNIE CONSULTING INC.
OPRWC	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
DRWC	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS

0' 100' 200'

SCALE 1"=100'



JAMES R. DAVIDSON AND WIFE
VIRGINIA L. DAVIDSON
CALLED 8.003 ACRES
VOL. 888, PAGE. 790 DRWC

N67°56'03"E
160.70'

HCI

JAMES ROEBUCK SURVEY,
ABSTRACT NO. 527

JAMES R. DAVIDSON AND WIFE
VIRGINIA L. DAVIDSON
CALLED 25.17 ACRES
VOL. 2491, PAGE 120 DRWC

S21°12'17"E
623.74'

GREGORY S. DANEK
CALLED 133.41 ACRES
DOC. NO. 2007071560
OPRWC

2.306 ACRES

N21°53'46"W
657.25'

N55°34'35"E
1098.28'

156.91'
S55°34'35"W

HCI

POINT OF BEGINNING

WESS ARTHUR CASSENS JR.,
ET AL, TRUSTEES
CALLED 125.82 ACRES
DOC. NO. 2020005553
OPRWC

SURVEY NOTE:
THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.

HAYNIE CONSULTING, INC.

Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph. 512-837-2446 Fax 512-837-9463

PLOTTED BY: bjohnson
PLOT TIME: Dec 01, 2022 - 9:17am
DRAWING X:\762 Mark Allen\762-22-02 Cardonal Farms-Bud Stocken extn-Rd doc's\Survey Project Folder\Drawings\762-22-02-CARDINAL FARMS-ROW DESC PARCEL1.dwg

EXHIBIT "D"

Ron Heine
2.442 Acres
Job No. 762-22-02

METES AND BOUNDS DESCRIPTION

BEING A 2.442 ACRE TRACT OF LAND OUT OF THE JAMES ROEBUCK SURVEY, ABSTRACT NO. 527, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 8.003 ACRE TRACT OF LAND CONVEYED TO JAMES R. DAVIDSON AND WIFE VIRGINIA L. DAVIDSON BY DEED RECORDED IN VOLUME 888, PAGE 790 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.442 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found with cap labeled "Haynie Consulting Inc." ("HCI") at the Northwest corner of said called 8.003 acre tract, same being the Southwest corner of a called 16.984 acre tract conveyed to Barry E. Cryer and Barbara Ann Cryer recorded in Document No. 2015044255 of the Official Public Records of Williamson County, Texas, and at a Northeast corner of a called 133.41 acre tract conveyed to Gregory S. Danek, recorded in Document No. 2007071560, of the Official Public Records of Williamson County, Texas, for the Northwest corner of the tract described herein, from which a 1 inch iron pipe at a fence post bears S72°31'10"W, a distance of 9.36 feet;

THENCE N69°02'35"E along the Northerly line of said 8.003 acre tract, same being the South line of said 16.984 acre tract, a distance of 148.19 feet to a 1/2 inch iron rod set with cap labeled 'HCI' for the Northeast corner of the tract described herein, from which a 1/2" iron rod found with cap labeled "HCI", bears N69°02'35"E along the north line of said 8.003 Acre Tract, same being the south line of said 16.984 Acre Tract a distance of 362.98 feet;

THENCE S21°12'17"E across said 8.003 Acre Tract a distance of 681.59 feet to a 1/2 inch iron rod set with cap labeled 'HCI' in the South line of said 8.003 Acre Tract, same being the North line of a called 25.17 Acre Tract conveyed to James R. Davidson and wife Virginia L. Davidson in Volume 2491, Page 120 of the Deed Records of Williamson County, Texas, for the Southeast corner of the tract described herein;

THENCE S67°56'03"W along the South line of 8.003 Acre Tract, same being the North line of said 25.17 acre tract, a distance of 160.70 feet to a 1/2 inch iron rod found with cap labeled 'HCI' for the Southwest corner of said 8.003 acre tract, same being the most westerly Northwest corner of said 25.17 acre tract, and being in the Easterly line of said 133.41 acre tract, for the Southwest corner of the tract described herein;

THENCE N20°09'35"W along said East line of said 133.41 Acre Tract, same being West line of said 8.003 Acre Tract, a distance of 684.76 feet to the **POINT OF BEGINNING**.

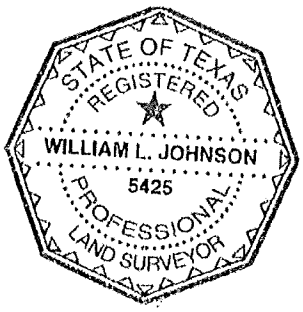
Containing 2.442 acres, more or less.

Bearings are based on The Texas State Plane Coordinate System of 1983, Central Zone (4203), All distances shown hereon are Grid distances.
All iron rods set have HCI caps unless otherwise noted.
All iron rods found are 1/2" unless otherwise noted.

I William L. Johnson, a Registered Professional land surveyor, do hereby confirm that the property shown hereon was prepared from an on the ground survey under my direct supervision.

William L. Johnson 1 DECEMBER 2022

William L. Johnson Date
Registered Professional Land Surveyor No. 5425
State of Texas



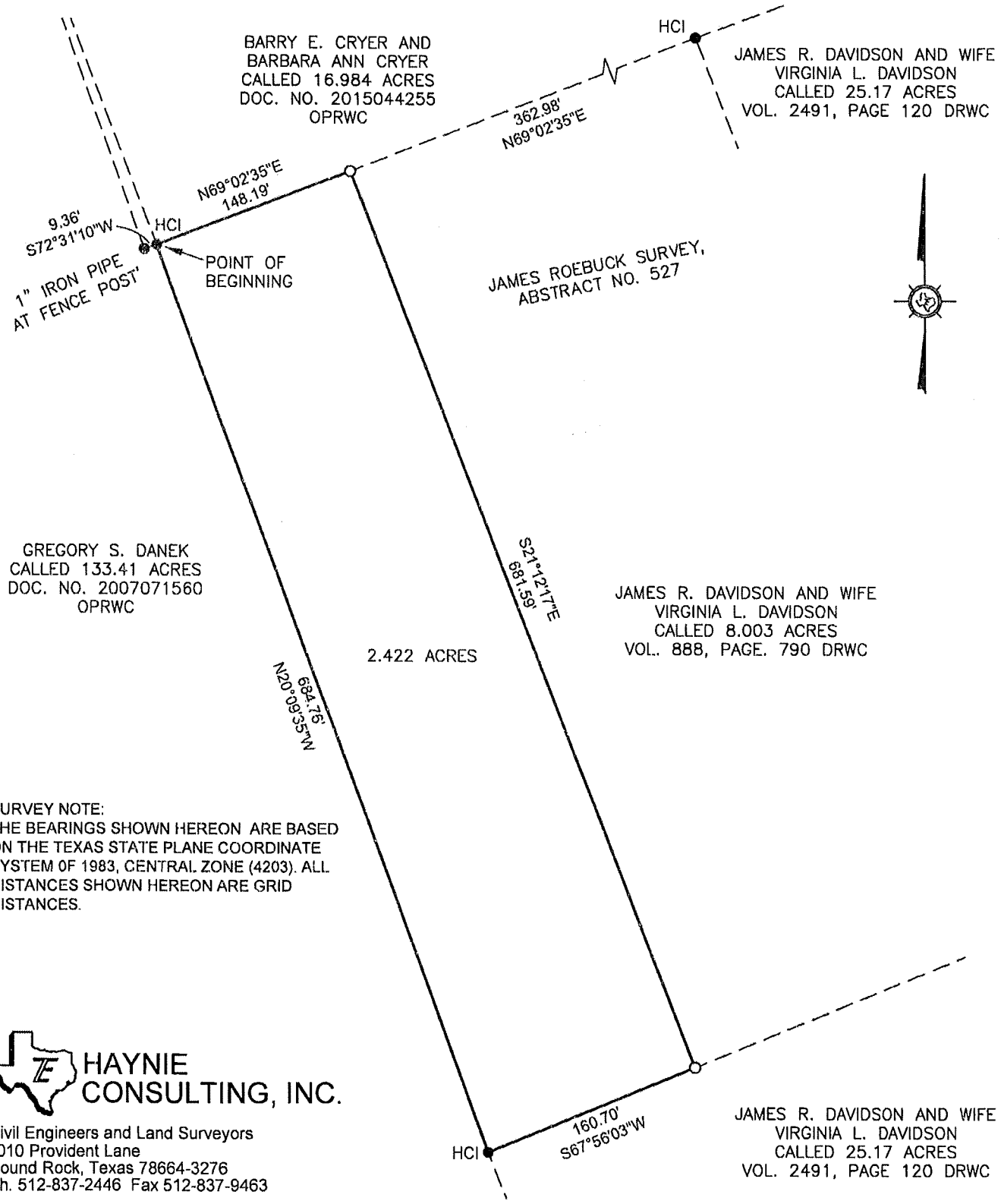
SKETCH TO ACCOMPANY DESCRIPTION

LEGEND

●	1/2" IRON ROD FOUND (UNLESS STATED OTHERWISE)
O	1/2" IRON ROD SET W/CAP LABELED "HCI" (UNLESS STATED OTHERWISE)
HCI	HAYNIE CONSULTING INC.
OPRWC	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
DRWC	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS

0' 100' 200'

SCALE 1"=100'



SURVEY NOTE:
THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM 0F 1983, CENTRAL ZONE (4203). ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.

HAYNIE CONSULTING, INC.

Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph. 512-837-2446 Fax 512-837-9463

PLOTTED BY: bjohnson
PLOT TIME: Dec 01, 2022 - 9:35am
DRAWING: X:\762 Mark Allen\762-22-02 Cardional Farms-Bud Stocken extr-Rd docs\Survey Project Folder\Drawings\762-22-02-CARDINAL FARMS-ROW DESC PARCEL 2.dwg

EXHIBIT "E"

Parcels. 2.3

DONATION DEED
Bud Stockton Extension Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **NW WILCO, LLC**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Donate, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Being a 2.306 acre parcel of land out of the James Roebuck Survey, Abstract No. 527, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 2**); and
>
> Being a 2.442 acre parcel of land out of the James Roebuck Survey, Abstract No. 527, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 3)**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of public roadway facilities and related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 202___.

[signature on following page]

GRANTOR:

NW WILCO, LLC

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 202___ by _____ in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ 202___ by Bill Gravell, Jr., in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Meeting Date: 12/20/2022
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	12/15/2022 11:57 AM
Form Started By: Charlie Crossfield		Started On: 12/14/2022 05:13 PM
Final Approval Date: 12/15/2022		

Commissioners Court - Regular Session **70.**

Meeting Date: 12/20/2022

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
l) Project Corgi

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	12/15/2022 11:58 AM
Form Started By: Charlie Crossfield		Started On: 12/14/2022 05:14 PM
Final Approval Date: 12/15/2022		